

**81807
PY'19-20
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT #1

THIS AMENDMENT #1, hereinafter referred to as the "AMENDMENT", entered into between **Miami Business Telephones, Corp.**, hereinafter referred to as the "CONTRACTOR", and the South Florida Workforce Investment Board, hereinafter referred to as the "SFWIB", amends the Professional Services Agreement entered between the parties on **July 1, 2018**. The Professional Services Agreement and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated July 1, 2018 and expiring June 30, 2019 to provide interior alarm monitoring services.

Article 1, Effective Term, is deleted in its entirety and replaced with the following language:

This Agreement shall commence upon **July 1, 2018**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2020**, unless earlier terminated as provided below.

The SFWIB may, in the SFWIB's sole discretion, renew this Agreement for up to one (1) additional one (1) year period contingent upon satisfactory performance and availability of funding to the SFWIB and upon such terms and conditions as both Parties agree to in writing.

Article 2, Statement of Work, is deleted in its entirety and replaced with the following language:

The Contractor shall perform all of the work set forth in **Exhibit A, PY'18-19 Statement of Work** and in **Exhibit A-2, PY'19-20 Statement of Work** attached hereto and incorporated herein. No changes in the Statement of Work shall be made unless such changes are mutually agreed upon by the Parties in writing.

Article 3, Compensation, is deleted in its entirety and replaced with the following language:

The SFWIB agrees to compensate the Contractor for the costs associated with the provision of the services related to this Agreement and provided in accordance with **Exhibit A, PY'18-19 Statement of Work** and **Exhibit A-2, PY'19-20 Statement of Work**. **Maximum payment for PY'18-19 shall not exceed \$10,072.80 and maximum payment for PY'19-20 shall not exceed \$9,387.00 in accordance with Exhibit B, PY'18-19 Payment Provisions and Exhibit B-2 PY'19-20 Payment Provisions**, attached hereto and incorporated herein by reference.

Article 4, Prior Agreements, is amended to include:

<u>Type</u>	<u>Number/Letter</u>	<u>Description</u>
Exhibit	A-1	PY'19-20 Statement of Work
Exhibit	B-1	PY'19-20 Payment Provisions

Article 46, Scrutinized Companies List, is deleted in its entirety and replaced with the following language:

The Contractor shall refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the SFWIB may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List or is engaged in business operations with Cuba and Syria during the term of the contract. The Contractor shall provide a completed **Assurances and Certifications, Attachment 3**, certifying the Contractor's compliance with this section, prior to the execution of this Agreement.

Article 68, Scrutinized Companies that Boycott Israel, is added:

Regardless of the amount of this Contract, the SFWIB may terminate this Contract at any time if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel as described in section 215.4725, Florida Statutes. The Contractor shall provide a completed **Assurances and Certifications, Attachment 3**.

All provisions in the AGREEMENT and any attachments thereto in conflict with this AMENDMENT shall be and hereby are changed to conform with this AMENDMENT.

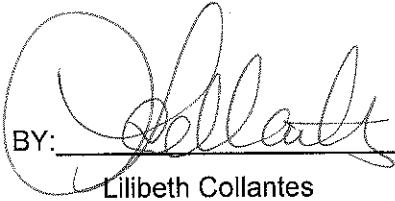
All other terms and conditions not in conflict with this AMENDMENT remain unchanged as agreed to in the original AGREEMENT.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

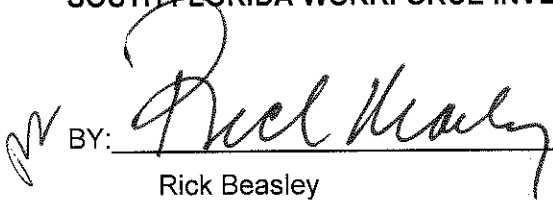
SIGNATORY FORM

THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURE FOR: **Miami Business Telephones, Corp.**
PROGRAM ENTITLED: **Interior Alarm Monitoring Services**
INDEX CODE: **81807**
CFDA: **WIOA AD 17.258; WIOA DW 17.278; WIOA RR:17.278; TANF 93.558; FSET: 10.561; UC/REA/RESEA 17.225; RET 93.584, 93.566; VET DVOP 17.801; VET LVER 17.801; TAA 17.245; Wagner Peyser 17.207; Wagner Peyser Incentives 17.207; Military Family Employment Program 17.207; WIOA Incentives 17.258, 17.259, 17.278**

BY:  _____ 6-28-19
Lilibeth Collantes
Vice President
Miami Business Telephones, Corp. Date

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:  _____ 6/28/19
Rick Beasley
Executive Director
South Florida Workforce Investment Board Date

**PY'19-20 STATEMENT OF WORK
MIAMI BUSINESS TELEPHONES, CORP.**

I. Introduction

The Contractor does hereby agree to twenty-four (24)-hour alarm monitoring services. These services will be provided for fifteen (15) centers and one (1) storage facility occupied by the South Florida Workforce Investment Board.

II. Services to be rendered

- A.** Services provided under this Agreement: (1) shall be performed in a good workmanlike and professional manner; (2) shall conform to generally prevailing industry standards and practices; and (3) shall conform to the SFWIB's expressed requirements set forth herein.
- B.** The Contractor shall ensure its employees carry out the proper performance of the alarm monitoring service set forth below, which includes but is not limited to:
1. Twenty-four (24)-hour monitoring of all alarm activations
 2. Contacting individuals listed on the emergency call list after an alarm activation before police are summoned
 3. Producing monitoring reports upon request

III. Service Locations

Northside center 2700 NW 79 th Street Miami, FL 33147 305-693-2060	West Dade center 8485 Bird Road, 2 nd Floor Miami, FL 33155 305-228-2300
North Miami Beach center 801 NE 167 th Street North Miami Beach, FL 33162 305-654-7175	Opa-Locka center 780 Fisherman Street Suite 110 Opa Locka, FL 33054
Homestead center 28951 S. Dixie Highway Homestead, FL 33030 305-242-5373	Little Havana center 5040 NW 7 Street, Suite 200 Miami, FL 33136 305-442-6900
Carol City center 4888 NW 183 Street, Suite 201-206 Miami, FL 33055 305-620-9813	Perrine center 9555 SW 175 th Terrace Miami, FL 33157 305-252-4440
Key West center 111 12 th Street, Suite 307-308 Key West, FL 33040 305-292-6762	
Miami Beach center 833 6 th Street, 2 nd Floor Miami Beach, FL 33139	Hialeah Downtown center 240 East 1 st Ave, Suites 222 Hialeah, FL 33010

Exhibit A-1

Little Havana center 5040 NW 7 Street, Suite 200 Miami, FL 33136 305-442-6900	Hialeah Downtown center 240 East 1 st Ave, Suites 212 Hialeah, FL 33010
SFWIB Warehouse / Storage facility 7245 NW 19 th St. Bay # E Miami, FL 33126	Key Largo center 103400 Overseas Hwy Suite #239 Key Largo, FL 33037

IV. Frequency of Service

Twenty-four (24) hours per day alarm monitoring will be provided for all the SFWIB's locations listed in **Section III** above.

**PY'19-20 PAYMENT PROVISIONS
MIAMI BUSINESS TELEPHONES CORPORATION
INTERIOR ALARM MONITORING SERVICES**

The SFWIB shall pay the Contractor upon completion of twenty-four (24)-hour interior alarm monitoring services as set forth in **Exhibit A - Statement of Work**.

I. COMPENSATION

The SFWIB shall pay the Contractor as follows:

- A. Twelve (12) monthly payments per year, per location for alarm monitoring. Monthly payments for alarm monitoring are not to exceed **\$4,662.00**. The monthly amount payable per center is as set forth in the table below.
- B. Repair services as requested by the SFWIB, based upon a fixed hourly rate of **\$75.00** per man hour, plus materials not to exceed the total of **\$4,725.00** for material and labor repairs as quoted.
- C. Total payments for alarm monitoring and repair services are not to exceed **\$9,387.00**.

Center location	Monthly Monitoring	Annual Monitoring Cost	Maintenance & Repair	Total Cost
Northside center	25.90	\$310.80	\$375.00	\$685.80
Warehouse	25.90	\$310.80	\$375.00	\$685.80
West Dade center	25.90	\$310.80	\$375.00	\$685.80
Perrine center	25.90	\$310.80	\$375.00	\$685.80
Carol City center	25.90	\$310.80	\$375.00	\$685.80
Miami Beach center	25.90	\$310.80	\$375.00	\$685.80
North Miami Beach center	25.90	\$310.80	\$375.00	\$685.80
Opa Locka center	25.90	\$310.80	\$375.00	\$685.80
Key Largo center	25.90	\$310.80	\$375.00	\$685.80
Key West center	25.90	\$310.80	\$375.00	\$685.80
Homestead center	25.90	\$310.80	\$375.00	\$685.80
Little Havana center Adult (2 nd floor)- North	25.90	\$310.80	\$150.00	\$460.80
Little Havana center Youth (2 nd floor)- South	25.90	\$310.80	\$150.00	\$460.80
Hialeah Downtown Center (Suite 222)	25.90	\$310.80	\$150.00	\$460.80
Hialeah Downtown Center (Suite 212)	25.90	\$310.80	\$150.00	\$460.80
Totals	\$388.50	\$4,662.00	\$4,725.00	\$9,387.00

These payments represent an all-inclusive fee. No other payments by the SFWIB to the Contractor for any materials of any kind whatsoever, including, but not limited to, charges or expenses for travel, uniforms, equipment, or equipment maintenance expenses, shall be made and the Contractor shall be solely responsible for any such goods or expenses, incurred by the Contractor.

II. INVOICES

- A. The Contractor shall submit monthly timely invoices to the SFWIB for services provided under this Agreement.

- B. The Contractor shall complete an invoice, per location, itemizing services rendered, per center, for each payment requested using only one of the following options:
1. The Contractor shall submit all invoices to the SFWIB (Finance Department) via electronic mail to cssf_ap@careersourcesfl.com.
- or-
2. The Contractor shall mail to the SFWIB the completed invoice to the address set forth in **Article 19 (Notices)** of the Agreement and labeled: Attention: Finance Department.
- C. The SFWIB must receive the completed invoice(s) not later than thirty (30) calendar days following the day that services are provided.
- D. Upon receipt of the invoice(s), after confirming the conditions set forth in **Exhibit A, Statement of Work** are met, the SFWIB shall make payment(s) to **Miami Business Telephones, Corp.**
- E. If the quality of work is unsatisfactory for a particular service or period of time by the Contractor, a holdback of payment for said service or period shall occur until the quality of the work is deemed satisfactory by the SFWIB.
- F. The Parties agree that the processing of an original signed invoice submitted by the Contractor shall be completed within thirty (30) calendar days or less after receipt of the invoice by the SFWIB.
- G. If any portion of the invoice is disputed, the SFWIB shall pay the undisputed portion.
- H. The SFWIB, as a governmental entity, shall not be responsible for federal, state, and local taxes levied or assessed in connection with the performance of service by the Contractor under this Agreement.

ANNUAL CERTIFICATION

Lilibeth Collantes, Vice President, on behalf of Miami Business Telephones, Corp., certifies and assures that all certifications and assurances on file with the Agreement are current. This certification is incorporated and made a part of the Agreement Index Code #81807.

By: [Signature] Date 6-28-19
Signature of Affiant

Lilibeth Collantes, Vice President
Printed Name of Affiant and Title

Miami Business Telephones, Corp.
Printed Name of Firm

4933 SW 74th Court, Miami, FL 33155
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 28 day of June, 2019
He/She is personally known to me or has presented Drivers License as identification.
Type of identification

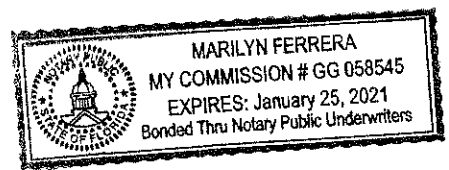
[Signature]
Signature of Notary

GG 058 545
Serial Number

MARILYN FERRERA
Print or Stamp Name of Notary

JANUARY 25, 2021
Expiration Date

Notary Public – State of Florida



ASSURANCES AND CERTIFICATIONS

The South Florida Workforce Investment Board (SFWIB) will not award funds where the Contractor has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement, the Contractor hereby certifies and assures that it will fully comply with the following:

- A. Certification Regarding Debarment, Suspension and Other Responsibility Matters (29 CFR Part 98)
- B. Certification Regarding Lobbying (29 CFR Part 93)
- C. Certification Regarding Drug-Free Workplace Requirements (29 CFR Part 94)
- D. Non-discrimination and Equal Opportunity Assurances (29 CFR Part 38)
- E. Certification Regarding Public Entity Crimes (section 287.133, Florida Statutes)
- F. Sarbanes-Oxley Act of 2002
- G. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
- H. Scrutinized Companies Lists Certification (section 287.135, Florida Statutes)
- I. Discriminatory Vendors (section 287.134, Florida Statutes)

By signing the agreement, the Contractor is providing the above assurances and certifications as detailed below:

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION

As required by the regulation implementing Executive Orders No. 12549 and 12689, Debarment and Suspension, 29 CFR 98, the Contractor certifies to the best of the Contractor's knowledge and belief, to the following:

1. The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department, agency or subcontractor;
2. The Contractor has not, within a three-year period preceding this application/proposal/contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. The Contractor is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.2 of this certification; and
4. The Contractor has not, within three-year period preceding this application/proposal/contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall comply with the language of the certification with regards to the Contractor's subcontractors. The Contractor shall ensure and require the same certification from its subcontractor(s), which shall be forwarded to the SFWIB along with the request to subcontract as required by this solicitation/Contract.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall submit an explanation to the SFWIB attached to this form.

B. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of the Contractor's knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Contractor, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for "all" sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose the same accordingly.

This certification is a material representation of fact upon which reliance was placed when the Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor assures and guarantees that the Contractor shall comply with the federal Drug Free Workplace Act of 1988, its implementing regulations codified at 29 CFR 94, subpart F, and the Drug-Free Workplace Rules established by the Florida Worker's Compensation Commission.

D. NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES

As a condition for the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act (WIOA), and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Contractor assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

1. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity, gender expression or sex stereotyping) (except as otherwise permitted under Title IV of the Education Amendments of 1972), national origin (including Limited English Proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the bases of either citizenship status or participation in any WIOA Title I - financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
4. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
5. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
7. Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the bases of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b)

Attachment 3

state and local government entities ("public entities") and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (3) places of public accommodations and mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;

8. Executive Order (EO) No. 11246, "Equal Employment Opportunity" as amended by EO No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor"; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
9. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
10. Chapter 11A of the Code of Miami-Dade County, Florida which, among other things, prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

The Contractor also assures that Contractor will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Contractor makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Contractor understands the United States has the right to seek judicial enforcement of this assurance.

E. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, FLORIDA STATUTES

The Contractor hereby certifies that neither the Contractor, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list.

The Contractor understands and agrees that the Contractor is required to inform the SFWIB immediately upon any change in circumstances regarding this status.

F. SARBANES-OXLEY ACT OF 2002

It is the policy of the SFWIB to comply with the requirements of the Sarbanes-Oxley Act of 2002, sections 1102 and 1107, set forth by the Act, the United States Code Title 18, sections 1512 and 1513, as amended, and the requirements of the Workforce Board. By signing below, the Contractor assures that the Contractor will comply with the Sarbanes-Oxley Act provisions as set forth below:

Provisions of the Act – Title X1 – Corporate Fraud Accountability

Section 1102 – Tampering with a record or otherwise impeding an official proceeding – "Whoever corruptly: 1) alters, destroys, mutilates, or conceals a record, document or other object, or attempts to do so, with the intent to impair the object's integrity or availability for use in an official proceeding 2) otherwise obstructs, influences, or impedes any official proceeding, or attempts to do so, shall be fined under this title or imprisoned not more than 20 years, or both".

Section 1107 – Retaliation against Informants – "Whoever knowingly, with the intent to retaliate, takes any action harmful to any person, including interference with the lawful employment or livelihood of any person, for providing to a law enforcement officer any truthful information relating to the commission or possible commission of any federal offense, shall be fined under this title or imprisoned not more than 10 years, or both".

G. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (PUB. L. 111-117)

As a condition of a contract, the Contractor assures that the Contractor shall comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

H. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, FLORIDA STATUTES

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both of which are created pursuant to section 215.473, Florida Statutes, or the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel as described in section 215.4725, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified in the section entitled "Contractor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies

Attachment 3

with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorneys' fees, and/or costs.

I. DISCRIMINATORY VENDORS, SECTION 287.134, FLORIDA STATUTES

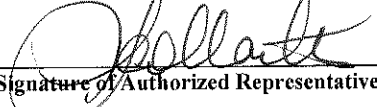
The Contractor shall disclose to the SFWIB if the Contractor appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or
- (d) Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

BY SIGNING BELOW, THE CONTRACTOR CERTIFIES AND ASSURES THAT THE CONTRACTOR WILL FULLY COMPLY WITH THE APPLICABLE ASSURANCE OUTLINED IN PARTS A THROUGH I, ABOVE.

Miami Business Telephone Corp.
Contractor Name

Lilibeth Collantes V.P.
*Name and Title of Authorized Representative


Signature of Authorized Representative

6-28-19
Date

*The signatory should be fully and duly authorized to execute agreements on behalf of the Contractor named above.

**81807
PY'20-21
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT #2

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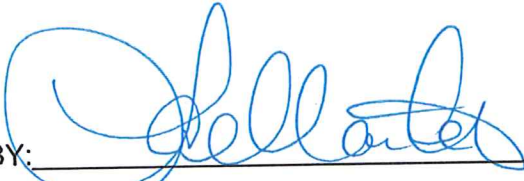
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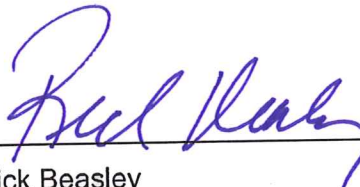
SIGNATORY FORM

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AUTHORIZED SIGNATURE FOR: **Miami Business Telephones, Corp.**
PROGRAM ENTITLED: **Interior Alarm Monitoring Services**
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CFDA: **WIOA AD 17.258; WIOA DW 17.278; WIOA RR:17.278; TANF 93.558; FSET: 10.561; UC/REA/RESEA 17.225; RET 93.584, 93.566; VET DVOP 17.801; VET LVER 17.801; TAA 17.245; Wagner Peyser 17.207; Wagner Peyser Incentives 17.207; Military Family Employment Program 17.207; WIOA Incentives 17.258, 17.259, 17.278**

BY:  _____ 5/22/2020
Lilibeth Collantes
Vice President
Miami Business Telephones, Corp. Date

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:  _____ 6/12/2020
Rick Beasley
Executive Director
South Florida Workforce Investment Board Date



81807
PY'20-21
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #3

THIS AMENDMENT #3, hereinafter referred to as the "AMENDMENT", entered into between **Miami Business Telephones, Corp.**, hereinafter referred to as the "CONTRACTOR", and the South Florida Workforce Investment Board, hereinafter referred to as the "SFWIB", amends the Professional Services Agreement entered between the parties on **July 1, 2018**. The Professional Services Agreement and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated July 1, 2018 and expiring June 30, 2021 to provide interior alarm monitoring services.

Article 3, Compensation, is deleted in its entirety and replaced with the following language:

The SFWIB agrees to compensate the Contractor for the costs associated with the provision of the services related to this Agreement and provided in accordance with **Exhibit A, PY'18-19 Statement of Work, Exhibit A-1, PY'19-20 Statement of Work and Exhibit A-2, PY'20-21 Statement of Work**. Maximum payment for PY'18-19 shall not exceed **\$10,072.80**, maximum payment for PY'19-20 shall not exceed **\$9,387.00**, and maximum payment for PY'20-21 shall not exceed **\$9,687.00** in accordance with **Exhibit B, PY'18-19 Payment Provisions, Exhibit B-1 PY'19-20 Payment Provisions, and Exhibit B-3 PY'20-21 Modified Payment Provisions** attached hereto and incorporated herein by reference.

Article 4, Prior Agreements, is amended to include:

<u>Type</u>	<u>Number/Letter</u>	<u>Description</u>
Exhibit	B-3	PY'20-21 Modified Payment Provisions

All provisions in the AGREEMENT and any attachments thereto in conflict with this AMENDMENT shall be and hereby are changed to conform with this AMENDMENT.

All other terms and conditions not in conflict with this AMENDMENT remain unchanged as agreed to in the original AGREEMENT.

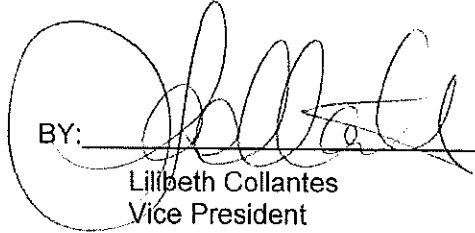
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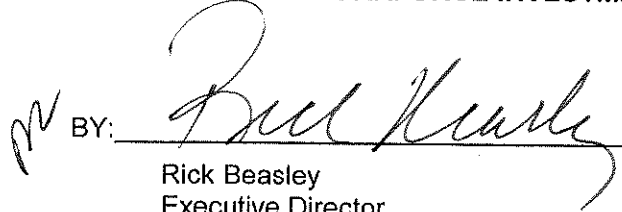
SIGNATORY FORM

THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURE FOR: **Miami Business Telephones, Corp.**
PROGRAM ENTITLED: **Interior Alarm Monitoring Services**
INDEX CODE: **81807**
CFDA: **WIOA AD 17.258; WIOA DW 17.278; WIOA RR:17.278; TANF 93.558; FSET: 10.561; UC/REA/RESEA 17.225; RET 93.584, 93.566; VET DVOP 17.801; VET LVER 17.801; TAA 17.245; Wagner Peyser 17.207; Wagner Peyser Incentives 17.207; Military Family Employment Program 17.207; WIOA Incentives 17.258, 17.259, 17.278**

BY:  _____ 6-22-2021
Lilibeth Collantes
Vice President
Miami Business Telephones, Corp. Date

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:  _____ 6/24/2021
Rick Beasley
Executive Director
South Florida Workforce Investment Board Date

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**AMENDED PAYMENT PROVISIONS
MIAMI BUSINESS TELEPHONES CORPORATION
INTERIOR ALARM MONITORING SERVICES**

The SFWIB shall pay the Contractor upon completion of twenty-four (24)-hour interior alarm monitoring services as set forth in **Exhibit A-2 , Statement of Work.**

I. COMPENSATION

The SFWIB shall pay the Contractor as follows:

- A. Twelve (12) monthly payments per year, per location for alarm monitoring. Monthly payments for alarm monitoring are not to exceed **\$4,662.00**. The monthly amount payable per center is as set forth in the table below.
- B. Repair services as requested by the SFWIB, based upon a fixed hourly rate of **\$75.00** per man hour, plus materials not to exceed the total of **\$5,025.00** for material and labor repairs as quoted.
- C. Total payments for alarm monitoring and repair services are not to exceed **\$9,687.00**.

Center location	Monthly Monitoring	Annual Monitoring Cost	Maintenance & Repair	Total Cost
Northside center	25.90	\$310.80	\$375.00	\$685.80
Warehouse	25.90	\$310.80	\$375.00	\$685.80
West Dade center	25.90	\$310.80	\$375.00	\$685.80
Perrine center	25.90	\$310.80	\$375.00	\$685.80
Carol City center	25.90	\$310.80	\$375.00	\$685.80
Miami Beach center	25.90	\$310.80	\$375.00	\$685.80
North Miami Beach center	25.90	\$310.80	\$375.00	\$685.80
Opa Locka center	25.90	\$310.80	\$375.00	\$685.80
Key Largo center	25.90	\$310.80	\$375.00	\$685.80
Key West center	25.90	\$310.80	\$675.00	\$925.80
Homestead center	25.90	\$310.80	\$375.00	\$685.80
Little Havana center Adult (2 nd floor)- North	25.90	\$310.80	\$150.00	\$460.80
Little Havana center Youth (2 nd floor)- South	25.90	\$310.80	\$150.00	\$460.80
Hialeah Downtown Center (Suite 222)	25.90	\$310.80	\$150.00	\$460.80
Hialeah Downtown Center (Suite 212)	25.90	\$310.80	\$150.00	\$460.80
Totals	\$388.50	\$4,662.00	\$5,025.00	\$9,687.00

These payments represent an all-inclusive fee. No other payments by the SFWIB to the Contractor for any materials of any kind whatsoever, including, but not limited to, charges or expenses for travel, uniforms, equipment, or equipment maintenance expenses, shall be made and the Contractor shall be solely responsible for any such goods or expenses, incurred by the Contractor.

II. INVOICES

- A. The Contractor shall submit monthly timely invoices to the SFWIB for services provided under this Agreement.

- B.** The Contractor shall complete an invoice, per location, itemizing services rendered, per center, for each payment requested using only one of the following options:
1. The Contractor shall submit all invoices to the SFWIB (Finance Department) via electronic mail to cssf_ap@careersourcesfl.com.
- or-
2. The Contractor shall mail to the SFWIB the completed invoice to the address set forth in **Article 19 (Notices)** of the Agreement and labeled: Attention: Finance Department.
- C.** The SFWIB must receive the completed invoice(s) not later than thirty (30) calendar days following the day that services are provided.
- D.** Upon receipt of the invoice(s), after confirming the conditions set forth in **Exhibit A-2, Statement of Work** are met, the SFWIB shall make payment(s) to **Miami Business Telephones, Corp.**
- E.** If the quality of work is unsatisfactory for a particular service or period of time by the Contractor, a holdback of payment for said service or period shall occur until the quality of the work is deemed satisfactory by the SFWIB.
- F.** The Parties agree that the processing of an original signed invoice submitted by the Contractor shall be completed within thirty (30) calendar days or less after receipt of the invoice by the SFWIB.
- G.** If any portion of the invoice is disputed, the SFWIB shall pay the undisputed portion.
- H.** The SFWIB, as a governmental entity, shall not be responsible for federal, state, and local taxes levied or assessed in connection with the performance of service by the Contractor under this Agreement.

81807
PY'20-21
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #2

THIS AMENDMENT #2, hereinafter referred to as the "AMENDMENT", entered into between **Miami Business Telephones, Corp.**, hereinafter referred to as the "CONTRACTOR", and the South Florida Workforce Investment Board, hereinafter referred to as the "SFWIB", amends the Professional Services Agreement entered between the parties on **July 1, 2018**. The Professional Services Agreement and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated July 1, 2018 and expiring June 30, 2020 to provide interior alarm monitoring services.

Article 1, Effective Term, is deleted in its entirety and replaced with the following language:

This Agreement shall commence upon **July 1, 2018**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2021**, unless earlier terminated as provided below.

Article 2, Statement of Work, is deleted in its entirety and replaced with the following language:

The Contractor shall perform all of the work set forth in **Exhibit A, PY'18-19 Statement of Work** and in **Exhibit A-1, PY'19-20 Statement of Work**, and in **Exhibit A-2, PY'20-21 Statement of Work** attached hereto and incorporated herein. No changes in the Statement of Work shall be made unless such changes are mutually agreed upon by the Parties in writing.

Article 3, Compensation, is deleted in its entirety and replaced with the following language:

The SFWIB agrees to compensate the Contractor for the costs associated with the provision of the services related to this Agreement and provided in accordance with **Exhibit A, PY'18-19 Statement of Work, Exhibit A-1, PY'19-20 Statement of Work** and **Exhibit A-2, PY'20-21 Statement of Work**. Maximum payment for PY'18-19 shall not exceed **\$10,072.80**, maximum payment for PY'19-20 shall not exceed **\$9,387.00**, and maximum payment for PY'20-21 shall not exceed **\$9,387.00** in accordance with **Exhibit B, PY'18-19 Payment Provisions, Exhibit B-1 PY'19-20 Payment Provisions, and Exhibit B-2 PY'20-21 Payment Provisions** attached hereto and incorporated herein by reference.

Article 4, Prior Agreements, is amended to include:

<u>Type</u>	<u>Number/Letter</u>	<u>Description</u>
Exhibit	A-2	PY'20-21 Statement of Work
Exhibit	B-2	PY'20-21 Payment Provisions

All provisions in the AGREEMENT and any attachments thereto in conflict with this AMENDMENT shall be and hereby are changed to conform with this AMENDMENT.

All other terms and conditions not in conflict with this AMENDMENT remain unchanged as agreed to in the original AGREEMENT.

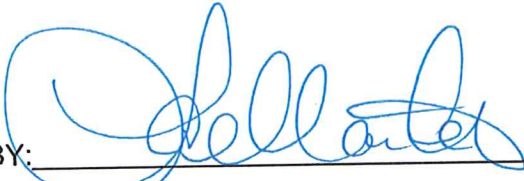
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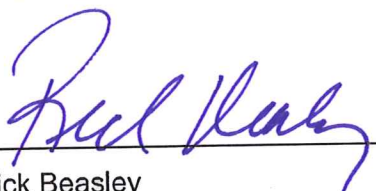
SIGNATORY FORM

THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES: .

AUTHORIZED SIGNATURE FOR: **Miami Business Telephones, Corp.**
PROGRAM ENTITLED: **Interior Alarm Monitoring Services**
INDEX CODE: **81807**
CFDA: **WIOA AD 17.258; WIOA DW 17.278; WIOA RR:17.278; TANF 93.558; FSET: 10.561; UC/REA/RESEA 17.225; RET 93.584, 93.566; VET DVOP 17.801; VET LVER 17.801; TAA 17.245; Wagner Peyser 17.207; Wagner Peyser Incentives 17.207; Military Family Employment Program 17.207; WIOA Incentives 17.258, 17.259, 17.278**

BY:  _____ 5/22/2020
Lilibeth Collantes
Vice President
Miami Business Telephones, Corp. Date

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:  _____ 6/12/2020
Rick Beasley
Executive Director
South Florida Workforce Investment Board Date



81807
PY'20-21
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #3

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Article 3, Compensation, is deleted in its entirety and replaced with the following language:

The SFWIB agrees to compensate the Contractor for the costs associated with the provision of the services related to this Agreement and provided in accordance with **Exhibit A, PY'18-19 Statement of Work, Exhibit A-1, PY'19-20 Statement of Work and Exhibit A-2, PY'20-21 Statement of Work**. Maximum payment for PY'18-19 shall not exceed **\$10,072.80**, maximum payment for PY'19-20 shall not exceed **\$9,387.00**, and maximum payment for PY'20-21 shall not exceed **\$9,687.00** in accordance with **Exhibit B, PY'18-19 Payment Provisions, Exhibit B-1 PY'19-20 Payment Provisions, and Exhibit B-3 PY'20-21 Modified Payment Provisions** attached hereto and incorporated herein by reference.

Article 4, Prior Agreements, is amended to include:

<u>Type</u>	<u>Number/Letter</u>	<u>Description</u>
Exhibit	B-3	PY'20-21 Modified Payment Provisions

All provisions in the AGREEMENT and any attachments thereto in conflict with this AMENDMENT shall be and hereby are changed to conform with this AMENDMENT.

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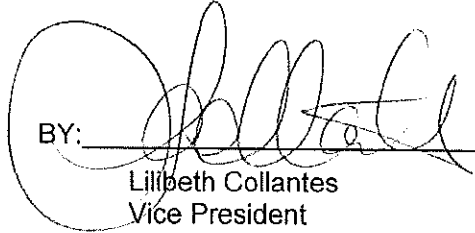
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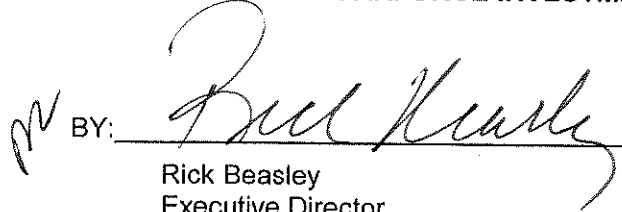
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AUTHORIZED SIGNATURE FOR: **Miami Business Telephones, Corp.**
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BY:  _____ 6-22-2021
Lilibeth Collantes
Vice President
Miami Business Telephones, Corp. Date

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:  _____ 6/24/2021
Rick Beasley
Executive Director
South Florida Workforce Investment Board Date

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**AMENDED PAYMENT PROVISIONS
MIAMI BUSINESS TELEPHONES CORPORATION
INTERIOR ALARM MONITORING SERVICES**

The SFWIB shall pay the Contractor upon completion of twenty-four (24)-hour interior alarm monitoring services as set forth in **Exhibit A-2 , Statement of Work.**

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II. INVOICES

- A. The Contractor shall submit monthly timely invoices to the SFWIB for services provided under this Agreement.

- B. The Contractor shall complete an invoice, per location, itemizing services rendered, per center, for each payment requested using only one of the following options:
1. The Contractor shall submit all invoices to the SFWIB (Finance Department) via electronic mail to cssf_ap@careersourcesfl.com.
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2. The Contractor shall mail to the SFWIB the completed invoice to the address set forth in **Article 19 (Notices)** of the Agreement and labeled: Attention: Finance Department.
- C. The SFWIB must receive the completed invoice(s) not later than thirty (30) calendar days following the day that services are provided.
- D. Upon receipt of the invoice(s), after confirming the conditions set forth in **Exhibit A-2, Statement of Work** are met, the SFWIB shall make payment(s) to **Miami Business Telephones, Corp.**
- E. If the quality of work is unsatisfactory for a particular service or period of time by the Contractor, a holdback of payment for said service or period shall occur until the quality of the work is deemed satisfactory by the SFWIB.
- F. The Parties agree that the processing of an original signed invoice submitted by the Contractor shall be completed within thirty (30) calendar days or less after receipt of the invoice by the SFWIB.
- G. If any portion of the invoice is disputed, the SFWIB shall pay the undisputed portion.
- H. The SFWIB, as a governmental entity, shall not be responsible for federal, state, and local taxes levied or assessed in connection with the performance of service by the Contractor under this Agreement.