

82107
PY'22-23
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, 2021**. The Professional Services Agreement and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated July 1, 2021 and expiring June 30, 2023 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, 2021**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2023**, unless earlier terminated as provided below.

The SFWIB may, in the SFWIB's sole discretion, renew this Agreement for up to 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, Statement of Work, Exhibit A-1 PY'22-23 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, Statement of Work, and Exhibit A-1, PY'22-23 Statement of Work**. Maximum payment for PY'20-21 shall not exceed **\$9,136.32**, and maximum payment for PY'22-23 shall not exceed **\$9,136.32** in accordance with **Exhibit B, Payment Provisions and Exhibit B-1, PY'22-23 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'22-23 Statement of Work
Exhibit	B-1	PY'22-23 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.

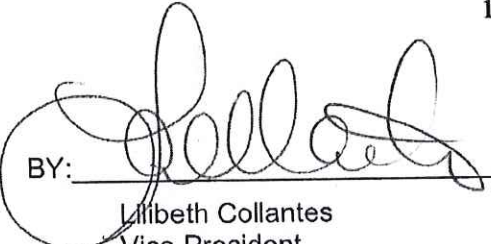
SIGNATURES APPEAR ON THE FOLLOWING PAGE



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: **82107**
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:  _____ 10-29-2022
Lilibeth Collantes
Vice President
Miami Business Telephones, Corp. Date

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:  _____ 7-11-22
Rick Beasley
Executive Director
South Florida Workforce Investment Board Date

**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 thirteen (13) centers and one (1) storage facility occupied by the South Florida Workforce Investment Board. *(Denotes locations with two alarms)

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
 4. Monitoring the alarm periodically to ensure central station is receiving adequate signals

III. Service Locations



Exhibit A-1

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	Little Havana center* 5040 NW 7 Street, Suite 200 Miami, FL 33136 305-442-6900
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	Hialeah Downtown center* 240 East 1 st Ave, Suites 212 Hialeah, FL 33010
Key Largo center 103400 Overseas Hwy Suite #239 Key Largo, FL 33037	Hialeah Downtown center* 240 East 1 st Ave, Suites 222 Hialeah, FL 33010
Opa-Locka center 780 Fisherman Street Suite 110 Opa Locka, FL 33054	SFWIB Warehouse / Storage facility 7245 NW 19 th St. Bay # B Miami, FL 33126

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.



**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 **\$4,786.32**. 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 **\$4,350.00** for material and labor repairs as quoted.
- C. Total payments for alarm monitoring and repair services are not to exceed **\$9,136.32**.

Center location	Annual Monitoring Cost	Maintenance & Repair	Total Cost
Northside center			
Warehouse			
West Dade center			
Perrine center			
Carol City center			
North Miami Beach center			
Opa Locka center			
Key Largo center			
Key West center			
Homestead center			
Little Havana center Adult (2 nd floor)- North			
Little Havana center Youth (2 nd floor)- South			
Hialeah Downtown Center (Suite 222)			
Hialeah Downtown Center (Suite 212)			
Labor for Maintenance & Repair (\$75.00)			
Totals	\$4,786.32	\$4,350.00	\$9,136.32

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.

Exhibit B-1

- 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.

