



City of Pembroke Pines

**SECOND AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF PEMBROKE PINES AND
FOX-MAR PHOTOGRAPHY, INC.**

THIS AMENDMENT (“Second Amendment”), dated _____, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

FOX-MAR PHOTOGRAPHY, INC., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **10535 SW 109th Court, Miami, FL 33176** hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **September 18, 2019**, the Parties entered into an Agreement for photography services for the CITY’s Charter Schools (“Original Agreement”) for an initial **three (3) year period**, which expired on **July 31, 2022**; and,

WHEREAS the Original Agreement authorized the renewal thereof at the expiration of the initial term for **three (3) additional three (3) year terms**, pursuant to written amendments to the Original Agreement; and,

WHEREAS, on **April 14, 2022**, the Parties executed the First Amendment to the Original Agreement to renew the term for a **three (3) year period**, which will naturally expire on **July 31, 2025**; and,

WHEREAS the Parties desire to renew the term of the Original Agreement, as amended, for a **three (3) year period**, commencing on **August 1, 2025**, and naturally expiring on **July 31, 2028**, and to supplement the terms contained therein as set forth in this Second Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.



City of Pembroke Pines

SECTION 2. The Original Agreement, as amended, is hereby renewed for a **three (3) year** period, commencing on **August 1, 2025**, and naturally expiring on **July 31, 2028**.

SECTION 3. Scrutinized Companies.

3.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

3.1.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 **Definitions for this Section.**

4.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

4.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

4.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

5.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.



City of Pembroke Pines

4.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Second Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 6. Human Trafficking. Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Second Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for



labor or services as provided by state law.

SECTION 7. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Second Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Second Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 8. Compliance with Foreign Entity Laws. CONTRACTOR (“Entity”) hereby attests under penalty of perjury the following:

- 8.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
- 8.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 8.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 8.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
- 8.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- 8.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SECTION 9. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, and the Original Agreement, as amended, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 10. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 11. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Second Amendment. The exhibits, if not physically attached, should be treated as part of this Second Amendment and are incorporated herein by



reference.

SECTION 12. Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Second Amendment.

SECTION 13. This Second Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Second Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE AND
AFFIDAVIT OF COMPLIANCE WITH
HUMAN TRAFFICKING LAWS FOLLOW**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

Samuel S. Goren, 4/28/25

Print Name: Samuel S. Goren
OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR ANGELO CASTILLO

ATTEST:

DEBRA E. ROGERS, CITY CLERK

BY: _____

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

FOX-MAR PHOTOGRAPHY, INC.

Signed By: DocuSigned by:
Mark Maynard
C2F26AFF1E624B8... _____

Date: April 28, 2025

Printed Name: Mark Maynard

Title: Director/Owner



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: April 28, 2025

ENTITY: Fox-Mar Photography, Inc

SIGNED BY:  Mark Maynard
C2F26AFF1E624B8...

NAME: Mark Maynard

TITLE: Director/Owner



City of Pembroke Pines

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES
AND FOX-MAR PHOTOGRAPHY, INC.**

THIS AMENDMENT ("First Amendment"), dated this 14th day of April, 2022, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

FOX-MAR PHOTOGRAPHY, INC., a For Profit Corporation as listed with the Florida Division of Corporations, and with a business address of **10535 SW 109 Court, Miami, FL 33176**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **September 18, 2019**, the Parties entered into an Agreement for photography services for the City's Charter Schools ("Original Agreement") for an initial **three (3) year period**, which naturally expires on **July 31, 2022**; and,

WHEREAS, the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for **three (3) additional three (3) year terms** pursuant to written amendments to the Original Agreement; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement and desire to supplement the terms contained therein and renew the term thereof for a **three (3) year term** which will naturally expire on **July 31, 2025**, as set forth in this First Amendment.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Any language contained in this First Amendment, or any subsequent amendment, which is in ~~strike through type~~ shall be deletions from the terms of the Original Agreement and language in underlined type shall be additions to the terms of the Original



Agreement.

SECTION 3. The Original Agreement is hereby renewed for a **three (3) year** period which shall commence on **August 1, 2022** and naturally expire on **July 31, 2025**.

SECTION 4. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

4.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

4.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

4.2.2 Is engaged in business operations in Syria.

SECTION 5. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 Definitions for this Section.

5.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

5.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

5.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

5.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida



City of Pembroke Pines

Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

SECTION 8. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

SECTION 9. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

SECTION 10. This First Amendment may be executed by hand or electronically in



City of Pembroke Pines

multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:
Marlene D. Graham April 14, 2022
E858EEE04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK

BY: [Signature]
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:
DocuSigned by:
Danielle Schwabe April 13, 2022
013E807C191D4FF...
Print Name: Danielle Schwabe
OFFICE OF THE CITY ATTORNEY

DocuSigned by:
BY: Charles F. Dodge April 14, 2022
47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

FOX-MAR PHOTOGRAPHY, INC.

Signed By: [Signature]
Print Name: MARI ABRIN
Title: Dir. BUSINESS DEV.



AGREEMENT COVER MEMORANDUM

To: Barbara Torres, City Clerk's Office	From: Dominique Rojas, Contracts	Date: 9/19/2019
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Please route the two (2) attached agreements, as described below, for execution and please return one (1) executed copy to me.

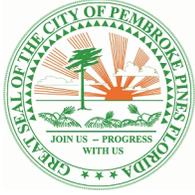
Company:	Fox-Mar Photography, Inc.
Contract Purpose:	School Pictures
Contract Description:	To provide school pictures twice yearly at the City's Charter Schools.

Contract Group:	Services (Contractual)	Effective Date:	08/01/2019
Agreement Type:	Master	Expiration Date:	07/31/2022
Contract Type:	Revenue	Renewal Options:	3 Additional 3 year renewal terms
Location:	City Clerk's Office (Routing)	Notice Period:	180
Contract Value:	\$0.00	Notice Date:	02/02/2022
Contract Value Description:	CONTRACTOR shall remit payment to the CITY in the form of a commission of FORTY percent (40%) on the sale of the underclass photographs.		

Department:	Charter Schools – Academic Village, Charter Schools – Central Elementary, Charter Schools – Central Middle, Charter Schools – East Elementary, Charter Schools – FSU Elementary, Charter Schools – West Elementary, Charter Schools – West Middle,	For Commission Review:	Yes.
Contract Manager:	Jonathan Bonilla	Approved by Commission:	Passed
Procurement Method:	§ 35.18 (C)(7)(c) Competitive Bidding Or Competitive Proposals Required; Exceptions	Commission Date:	09/18/2019
Procurement Summary:	Artistic services which are original and creative in character and skill in a recognized field of artistic endeavor such as music, dance, drama, painting and sculpture, photography, culinary arts, fashion design and the like; See Commission Approval	Final Motion:	Motion to approve
Account Coding(s):	TBA	Reason For Commission Review:	Other
		Insurance Required:	Yes Approved by Risk Dept.: Yes
		Bonds Required:	N/A N/A



Reviewed by Dept. Head:	N/A Annual Renewal of Services
Procurement Approval:	Renewal Agreement
Additional Notes:	<p>Fox-Mar provides a calendar with the picture days to the schools at the beginning of the summer. The agreement is finalized over the summer so that everything is in place for back to school. In addition to the school pictures Fox-Mar provides ID's to all the school staff free of charge and a free packet of pictures to all the teachers.</p> <p>The school sends notices home to the parents in advance of picture day. The parents pay for the pictures via Internet or check via mail etc. to Fox-Mar. Once the pictures are ready they are delivered to the schools and distributed to the students.</p> <p>Fox-Mar provides each of the school principals a report and summary of all the orders and breakdown of the monies together with their payment of the 40%. A payment is made to each school separately.</p> <p>The schools place the funds in the Miscellaneous Charter Account to use for students. The monies pay for student rewards such as ice cream parties etc.</p>
Attachments	<p>(2) Originals, Signed/Notarized/Witnessed by Vendor</p> <ul style="list-style-type: none"> • Exhibit A – Vendor’s Proposal • Exhibit B - Vendor’s Proposal • Exhibit C – Vendor’s Proposal • Exhibit D – Vendor’s Proposal (Prepay Fundraiser) • Exhibit E - Vendor’s Proposal (Speculation Program) • Commission Approval • Certificate of Liability Insurance
Agreement Cover Memo Reviewed by:	<p>X  _____ Date <u>9/23/2019</u></p> <p>Oniel Garcia</p>



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 13.

File ID: 22-0133

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 02/22/2022

Short Title: Contracts Database Report - April 6, 2022

Final Action: 04/06/2022

Title: **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS
DATABASE REPORT:**

(A) A Love for Language, Inc. - Speech & Language Pathology Services -
Renewal

(B) Camelot Community Care, Inc. - Behavioral Health Services - Renewal

(C) Fox-Mar Photography, Inc. - Photography Services - Charter Schools
Renewal

(D) Stryker Sales, LLC. - PowerLoad System - Renewal

(E) Choices for Life, Inc. - Commercial Lease - Renewal

***Agenda Date:** 04/06/2022

Agenda Number: 13.

Internal Notes:

Attachments: 1. Contracts Database Report - April 6, 2022, 2. A. A Love For Language - Speech & Language Pathology Agreement (AB), 3. B. Camelot Community Care-Behavioral Health (All Backup), 4. C. Fox-Mar - School Pictures Agreement - Fully Executed Agreement (ALL BACKUP), 5. D. Stryker Sales, LLC - Power Load (AB), 6. E. Choices for Life, Inc. - Commercial Lease Agreement (All Backup)

1 City Commission 04/06/2022 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Castillo,
Commissioner Siple, and Commissioner Good Jr.

Nay: - 0

**MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE
FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:**

(A) A Love for Language, Inc. - Speech & Language Pathology Services - Renewal

(B) Camelot Community Care, Inc. - Behavioral Health Services - Renewal

(C) Fox-Mar Photography, Inc. - Photography Services - Charter Schools Renewal

(D) Stryker Sales, LLC. - PowerLoad System - Renewal

(E) Choices for Life, Inc. - Commercial Lease - Renewal

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."

2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.

3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) A Love for Language, Inc. - Speech & Language Pathology Services - Renewal

1. On August 19th, 2020, the City entered into an Agreement with A Love for Language, Inc. for an initial one (1) year period, which expired on June 30th, 2021.

2. The City of Pembroke Pines Academic Village Charter School utilizes A Love for Language, Inc. to provide speech pathology services for its students, a service required by the School Board of Broward County.

3. Section 3.1 of the Original Agreement, as amended, allows for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

4. To date the Original Agreement has had two (2) amendments including one (1) additional one (1) year renewal which extended the term of the Original Agreement, as amended, to June 30th, 2022.

5. The City's Academic Village Charter School is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Third Amendment to increase the total annual amount by \$9,600.00 to cover an increase of

four (4) hours per week and to renew the term for the final one (1) year period which shall commence on July 1st, 2022 and naturally expire on June 30th, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$63,600
- b) **Amount budgeted for this item in Account No:** Professional & Tech Services
172-569-5053-531310-6130-310-0000-
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1 year projection of the operational cost of the project:**

	School FY2022-2023
Revenues	\$.00
Expenditures	\$63,600.00
Net Cost	\$63,600.00

- e) **Detail of additional staff requirements:** Not Applicable

(B) Camelot Community Care, Inc. - Behavioral Health Services - Renewal

1. On September 15th, 2016, the City entered into an Agreement with Camelot Community Care, Inc. for an initial one (1) year period, which expired on June 30th, 2017.
2. The City of Pembroke Pines Charter Schools utilizes Camelot Community Care, Inc. to provide behavioral health services on as needed basis to certain students enrolled at the Pembroke Pines Charter High School.
3. Section 5.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
4. To date the Original Agreement has had five (5) amendments, including five (5) additional one (1) year terms which extended the term to June 30th, 2022.
5. The City of Pembroke Pines Academic Village High School is satisfied with the performance and execution of the Original Agreement, as amended and recommends that the City Commission approve this Sixth Amendment to decrease the scope of services and the total annual amount from \$28,754.00 to \$27,850.00 and to renew the term for an additional one (1) year period which shall commence on July 1st, 2022 and naturally expire on June 30th, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$27,850.00
- b) **Amount budgeted for this item in Account No:**

Professional Svs-Tech Svs: 172-569-5053-531310-6130-310-0000

c) **Source of funding for difference, if not fully budgeted:** N/A

d) **1 year projection of the operational cost of the project:**

	FY2022-2023
Revenues	\$.00
Expenditures	\$27,850.00
Net Cost	\$27,850.00

e) **Detail of additional staff requirements:** N/A

(C) Fox-Mar Photography, Inc. - Photography Services - Charter Schools Renewal

1. On September 18th, 2019, the City entered into an Agreement with Fox-Mar Photography, Inc. for an initial three (3) year period, which expires July 31st, 2022.
2. Fox-Mar Photography, Inc. provides photography services to the City's Charter Schools.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for three (3) additional three (3) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
4. The Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for a three (3) year renewal term which shall commence August 1st, 2022 and naturally expire July 31st, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** Not applicable.

b) **Amount budgeted for this item in Account No:** All proceeds from the sales commissions will be deposited in the following Charter School accounts:

Site	Deposit Account #
East Elementary	170-000-0000-220530-2220-000-0000-00550 (Field Trip)
East Elementary	170-000-0000-220525-2220-000-0000-00550 (Sunshine / Teacher)
East Elementary	170-000-0000-220590-2220-000-0000-00550 (Misc. Charter)
East Elementary	170-000-0000-220618-2220-000-0000-00550 (5th grade account)
West Elementary	170-000-0000-220590-2220-000-0000-00551 (Misc. Charter)
West Middle	171-000-0000-220590-2220-000-0000-00553 (Misc. Charter)
Central Elementary	170-000-0000-220590-2220-000-0000-00552 (Misc. Charter)
Central Middle	171-000-0000-220590-2220-000-0000-00554 (Misc. Charter)
Academic Village	172-000-0000-220545-2220-000-0000 (Yearbook)
FSU Elementary	173-000-0000-220590-2220-000-0000 (Misc. Charter)

c) **Source of funding for difference, if not fully budgeted:** Not applicable.

d) **5 year projection of the operational cost of the project:** Not applicable.

e) **Detail of additional staff requirements:** None

(D) Stryker Sales, LLC. - PowerLoad System - Renewal

1. On April 7th, 2021, the City entered into an Agreement with Stryker Sales, LLC., for an initial one (1) year period which expires on April 14th, 2022.
2. Stryker Sales, LLC provides a comprehensive maintenance plan for the City's Stryker stretchers and PowerLoad System.
3. The Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
4. The Fire Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment as the price has increased above the \$25,000 threshold and to extend the term for a one (1) year term which shall commence on April 15th, 2022 and will expire April 14th, 2023 as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$26,096.00
- b) **Amount budgeted for this item in Account No:**
[001-529-4003-546800-0000-000-0000 (Maintenance & Contracts)]
- c) **Source of funding for difference, if not fully budgeted:** "Not Applicable"
- d) **1 year projection of the operational cost of the project** "Not Applicable"

	Current FY
Revenues	\$.00
Expenditures	\$26,096.00
Net Cost	\$26,096.00

- e) **Detail of additional staff requirements:** "Not Applicable"

(E) Choices for Life, Inc. - Commercial Lease - Renewal

1. On October 15th, 2020, the City entered into a Commercial Lease Agreement with Choices for Life, Inc. for an initial one (1) year period, which naturally expired on November 1st, 2021.
2. Choices for Life, Inc. leases the premises located at 6700 NW 13 St., Pembroke Pines, FL 33025.
3. Section 2.1 of the Original Agreement authorizes the renewal of the Original Agreement for four (4) additional one (1) year terms upon mutual consent, evidenced by a written Amendment.
4. On August 4th, 2021, The City Commission approved the First Amendment to the Original

Agreement to extend the Commercial Lease Agreement for a one (1) year period which will naturally expire on November 1st, 2022.

5. The Public Services Department is satisfied with the performance and execution of the Original Commercial Lease Agreement, as amended, and recommends that the City Commission approve this Second Amendment to extend the term for a one (1) year period which will commence on November 2nd, 2022 and naturally expire on November 1st, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Revenue:** \$56,896.08
- b) **Amount budgeted for this item in Account No:** Funds are currently budgeted for this project in account #001-000-6001-362030-0000-000-0000-Rental city facilities
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **1 year projection of the operational revenue of the project:** Not Applicable

	FY 2022-23	FY 2023-24
Revenues	\$52,154.74	\$4,741.34
Expenditures	\$0.00	\$0.00
Net Revenue	\$52,154.74	\$4,741.34

- e) **Detail of additional staff requirements:** Not Applicable

Rojas, Dominique

From: Sean Chance <schance@pinescharter.net>
Sent: Friday, August 16, 2019 10:51 AM
To: Rojas, Dominique
Cc: Principals; Gutierrez, Tania; Sherry Guerrero; Contracts; Sohit-Vazquez, Nalini; Bonilla, Jonathan
Subject: Re: Fox-Mar Photography, Inc. - School Pictures - Department Head Approval of Contract

The principals are in agreement with the contract as FOXMAR has always provided us with an excellent level of service

We are concerned with the wording in item 2.2 that they will be our "official" photographer for the schools. Does this waive our right to use another photographer, like the agreement we have w. our uniform co? We do have instances where other companies are used throughout the year, depending on the event.

On Thu, Aug 15, 2019 at 3:44 PM Rojas, Dominique <drojas@ppines.com> wrote:

Dear Principals,

Good afternoon. Please could you review the following as they pertain to the above-referenced agreement:

- Scope
- Terms
- Compensation

Upon receipt of your Department Head approval we will proceed to route the document accordingly.

Kindest regards,

Dominique Rojas • Contracts Specialist

Finance Department

City of Pembroke Pines

Rojas, Dominique

From: Gomes , Mark
Sent: Wednesday, July 31, 2019 6:05 PM
To: Garcia, Oniel; Perjuste, Erick
Cc: Contracts; Rojas, Dominique; Fernandez, Gabriel; Bonilla , Jonathan; Sherry Guerrero
Subject: RE: Fox-Mar Photography, Inc. - School Pictures - "Vendor Selection Method"

Follow Up Flag: Follow up
Flag Status: Completed

Oniel,

I just got off the phone with Jake, and he was okay with utilizing the following exemption in the code regarding the School Photos:

§ 35.18 COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS.

(C) Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:

(7) The following contractual services are not subject to the competitive procurement requirement:

(c) Artistic services which are original and creative in character and skill in a recognized field of artistic endeavor such as music, dance, drama, painting and sculpture, photography, culinary arts, fashion design and the like;

Please send us the draft contract with the language above signed by the vendor.

Jonathan suggested for Erick to coordinate with Sherry Guerrero so that Sherry can advise if all the schools are using the same agreement using it in the same way so that Eric would have enough information to assist in drafting an agenda item..

Thanks,

Mark Gomes

City of Pembroke Pines
Public Services Department, Procurement Division
8300 South Palm Drive, Pembroke Pines, FL 33025
(P): (954) 518-9020, Ext. 59024 (F) : (954) 518-8902
(E): mgomes@ppines.com (W): www.ppines.com

By clicking on the following link you can view our [Current Solicitations](#). If you have any problems or need assistance with downloading any solicitations, please e-mail purchasing@ppines.com.

From: Garcia, Oniel
Sent: Wednesday, July 31, 2019 5:17 PM
To: Gomes , Mark; Perjuste, Erick
Cc: Contracts; Rojas, Dominique; Fernandez, Gabriel; Bonilla , Jonathan
Subject: RE: Fox-Mar Photography, Inc. - School Pictures - "Vendor Selection Method"

Mark,



AGREEMENT

THIS IS AN AGREEMENT (“Agreement”), dated the 18 day of September 2019, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

FOX-MAR PHOTOGRAPHY, INC., a for profit corporation, authorized to do business in the State of Florida, with a business address of **10535 SW 109 Court, Miami, FL 33176** (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WHEREAS, the CITY operates the following **CITY’s Charter Schools (the “Schools”)**:

- City of Pembroke Pines Charter Academic Village (High School), located at: 17189 Sheridan Street, Pembroke Pines, FL 33026
- City of Pembroke Pines Charter Academic Village (Middle School), located at: 17189 Sheridan Street, Pembroke Pines, FL 33026
- City of Pembroke Pines Charter Middle Central Campus, located at: 12350 Sheridan Street, Pembroke Pines, FL 33026
- City of Pembroke Pines Charter Middle West Campus, located at: 18501 Pembroke Road, Pembroke Pines, FL 33029
- City of Pembroke Pines Charter Elementary Central Campus, located at: 2350 Sheridan Street, Pembroke Pines, FL 33026
- City of Pembroke Pines Charter Elementary East Campus, located at: 10801 Pembroke Road, Pembroke Pines, FL 33025
- City of Pembroke Pines Charter Elementary West Campus, located at: 1680 SW 184th Avenue, Pembroke Pines, FL 33029
- City of Pembroke Pines Charter Elementary FSU Campus, located at: 601 SW 172nd Avenue, Pembroke Pines, FL 33029

and is in need of photography services (“Services”) for the Schools; and,

WHEREAS, pursuant to Section 35.18(C)(7)(c) of the CITY’s Procurement Code, photography services are recognized as being creative in character and skill in a recognized field of artistic endeavor; and,



WHEREAS, the Agreement provides that the Services will be provided to the CITY at no cost, and will provide revenue to the CITY; and,

WHEREAS, the CITY wishes to engage CONTRACTOR for the Services required pursuant to this Agreement for the Schools.

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the Parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform **photography services**, as more particularly described in **Exhibits "A", "B", "C", "D" and "E"** attached hereto and by this reference made a part hereof, and CONTRACTOR agrees to perform all Services pursuant to this Agreement.

2.2 CITY agrees that CONTRACTOR shall be the official photographer to the Schools for the Services set forth in **Exhibits "A", "B", "C", "D" and "E"**.

2.3 CONTRACTOR shall furnish and deliver all Services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.4 CONTRACTOR shall provide the Schools at least **sixty (60) days** advance notice of planned staff and student picture days.

2.5 CONTRACTOR shall guarantee the quality of all work to all program participants. The Parties agree that the program participants and teams reserve the right to have photos re-shot if they are not satisfied with the quality of the work. CONTRACTOR shall have all finished work back to the Schools within three (3) weeks after the initial photo shoot.

2.6 CONTRACTOR shall provide the School staff with identification cards and an optional packet of pictures at no cost to the CITY or the Schools.



2.7 CONTRACTOR shall supervise its employees, agents, and subcontractors to ensure that all of its employees, agents, and subcontractors conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall perform a Level II criminal records background check on all employees, agents, and subcontractors involved with CONTRACTOR'S performance of this Agreement, and shall provide results of the background screening to the CITY. This Agreement shall not commence until those results are provided to and accepted by the CITY.

2.8 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach of this Agreement, allowing the CITY to terminate this Agreement.

ARTICLE 3
TERM AND TERMINATION

3.1 CONTRACTOR shall perform the Services as identified herein and in Article 2 hereof, for an initial **three (3) year** period commencing on **August 1, 2019 and ending on July 31, 2022**.

3.2 This Agreement may be renewed at the expiration of the initial term, for **three (3) additional three (3) year terms** upon the mutual consent of the Parties, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon seven (7) business days of written notice by the CITY to the CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.4 *Default by CONTRACTOR:* In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CONTRACTOR shall remit to the Schools as listed herein, to the attention of the School's principal within **ninety (90) days** after the photo shoots are completed, payment in accordance with **Exhibits "A", "B", "C", "D" and "E"** and as set forth below:

- 1. **FORTY percent (40%)** commission on sales of underclass photographs (all schools).



2. **THREE DOLLAR (\$3.00)** commission per class group (Elementary Schools) as more particularly described in **Exhibit "C"**.
3. **THIRTY percent (30%)** commission on net sales (gross sales minus sales tax) of Spring Photography, to the sponsoring group (Middle School), as more particularly described in the table in **Exhibit "D"**
4. Tiered commission on net sales (gross sales minus sales tax) of Spring Photography, to the sponsoring group (Elementary School) as more particularly described in the table in **Exhibit "E"**.

4.2 Payments to the CITY shall be delivered to each of the Schools' principals respectively, accompanied by a summary and full report of all orders received for the Services provided and subsequent amounts due to the CITY under this Agreement.

ARTICLES 5 & 6 RESERVED

ARTICLE 7 CHANGES IN SCOPE OF WORK

7.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibits "A", "B", "C", "D" and "E"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

7.2 In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties hereto.

ARTICLE 8 INDEMNIFICATION

8.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters.

8.2 The CONTRACTOR agrees at all times to indemnify, hold harmless, and at the CITY's option, defend or pay for any attorney selected by the CITY to defend the CITY, its trustees, elected and appointed officers, agents, servants, assigns, employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses,



damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses and appellate fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of or resulting from the CONTRACTOR's negligent acts, errors or omissions.

8.3 The Parties recognize that various provisions of this Agreement, including but not necessarily limited to this Article, provide for indemnification by the CONTRACTOR and that Section 725.06, Florida Statutes, requires a specific consideration be given therefor. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

8.4 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

8.5 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

8.6 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 9 **INSURANCE**

9.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

9.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this Article and such insurance has been approved by the Risk Manager of



the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

9.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

9.4 Policies shall be endorsed to provide the CITY thirty (30) days' notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days' notice of cancellation.

9.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

9.6 REQUIRED INSURANCE

9.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Personal & Advertising Injury Limit - \$1,000,000
3. General Aggregate Limit - \$2,000,000
4. Products & Completed Operations Aggregate Limit - \$2,000,000
5. Sexual abuse shall not be excluded from the liability policy

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. CITY's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

9.6.2 Workers' Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers'



Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

- 1. Workers' Compensation: Coverage A – Statutory
- 2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

9.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

- 1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
- 2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
- 3. Non-Owned Autos (Symbol 9)

Combined Single Limit (Each Accident) - \$1,000,000 9.7 REQUIRED ENDORSEMENTS

- 9.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
- 9.7.2 Waiver of all Rights of Subrogation against the CITY
- 9.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY
- 9.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory
- 9.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY

9.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the Services provided hereunder.

9.9 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.



9.10 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement. The required limits of insurance do not in any way limit the CONTRACTOR's indemnification of the CITY as described herein.

ARTICLE 10
NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

10.1 During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 11
INDEPENDENT CONTRACTOR

11.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.



ARTICLE 12
UNCONTROLLABLE FORCES

12.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

12.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 13
RESERVED

ARTICLE 14
GOVERNING LAW AND VENUE

14.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 15
SIGNATORY AUTHORITY

15.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 16
ASSIGNMENTS; AMENDMENTS

16.1 This Agreement constitutes the entire agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the Parties are merged herein. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered under any circumstance, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement any sale or transfer or assets, stocks or worth of CONTRACTOR shall be deemed a prohibited assignment and will result in the automatic termination of this Agreement. However, this Agreement shall run to the CITY and its successors and assigns.

16.2 It is further agreed that the terms and conditions of this Agreement can be supplemented or



amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 17
RESERVED

ARTICLE 18
BANKRUPTCY

18.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 19
DISPUTE RESOLUTION

19.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

19.2 **Operations During Dispute.**

19.2.1 In the event that a dispute, if any arises between the Parties relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

19.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 20
PUBLIC RECORDS

20.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:



20.1.1 Keep and maintain public records required by the CITY to perform the service;

20.1.2 Upon request from the CITY’s custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

20.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the CITY; and

20.1.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR’s possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY’s custodian of public records, in a format that is compatible with the information technology systems of the CITY.

20.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in this Agreement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4TH FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 21
MISCELLANEOUS**

21.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

21.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.



21.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

21.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Agreement price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

21.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager
City of Pembroke Pines
610 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 431-4884
Facsimile No. (954) 437-1149

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4900
Facsimile No. (954) 771-4923

CONTRACTOR **Fox-Mar Photography, Inc.**
Robert Hibbard
10535 SW 109 Court
Miami, FL 33015
Telephone No. 305-279-3240



21.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

21.7 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

21.8 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

21.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

21.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

21.11 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

21.12 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

21.13 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

21.14 **Florida Information Protection Act.** CONTRACTOR agrees and understands that the services and/or goods provided under this Agreement consist, at least in part, of "customer records" that contain "personal information," as defined in the Florida Information Protection Act, section 501.171, Florida Statutes (the "Act"). Accordingly, as required by the Act, CONTRACTOR agrees to implement safeguards to protect customer records containing personal information, in whatever form retained and stored, from a breach of security. If customer records in CONTRACTOR's possession are breached in the manner set forth in the Act, CONTRACTOR shall immediately notify CITY as required by law, and CONTRACTOR shall work with CITY as required by the Act to assist in any of the following actions:



21.14.1 Investigate the alleged breach and determine if an actual breach has occurred, which may include the use of law enforcement officials as needed and as determined by CITY;

21.14.2 Provide notice to any and all consumers whose personal information has been breached;

21.14.3 Provide any and all other notices to governmental agencies that may be applicable under the Act, if a breach has reached a particular threshold, as defined in the Act, which may include but is not limited to: credit reporting agencies and the Florida Department of Legal Affairs;

21.14.4 Ensure that CONTRACTOR's third-party agents are made aware of the Act and any requirement to comply with the Act, and require that those third-party agents that store customer records of CITY who experience a breach notify CITY immediately, and work with CONTRACTOR and CITY as outlined in this Section.

The procedures specified herein shall not supersede any requirement specified by the Act. The provisions of the Act, as may be amended from time to time, shall prevail in the event of any conflict.

22.15 **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

22.15.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel; or

22.15.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

22.15.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

22.15.2.2 Is engaged in business operations in Syria.

22.16 **Compliance With Statutes.** It shall be CONSULTANT's responsibility to be aware of and comply with all applicable statutes, ordinances, rules, orders, regulations and requirements of all state and federal agencies, as applicable; specifically the Jessica Lunsford Act – Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or licensees with a Florida public school or district.



School Pictures Proposal
for the School Year(s)
2019-20 | 2020-21 | 2021-22

Pembroke Pines Charter High School



Senior Portraits | Class Rings | Grad Products

We are Tradition.

*Over 45 Years of
"Investing in Memories"*





Fox-Mar Custom App

Share your Senior Portraits with Friends
and Family where you want to!



- Custom App available for each Senior
- App Icon is made from your own favorite pose.
- Personalized Gallery in your OWN APP!
- Cross Platform: Works with iPad, iPhone, Android, Blackberry, Windows Phone and many other mobile devices.
- Share your images on the platform you like.



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Miami, FL 33176
305-279-3240

 **Fox-Mar**
www.fox-mar.com | 305-279-3240

4855 W. Hillsboro Blvd.
Coconut Creek, FL 33073
954-653-2301



FOX-MAR PHOTOGRAPHY SPECIFICATIONS

2019-20 | 20-21 | 21-22

In consideration of appointment as official photographer to **Pembroke Pines Charter High School**, Fox-Mar Photography agrees to all the specifications set forth in your school's proposal for photographic services.

1. SENIOR PORTRAIT PHOTOGRAPHY

Seniors will be photographed for yearbook and cap & gown poses at the same time which saves Seniors money. **They will also be offered the largest variety of poses and backgrounds including traditional, casual, and personality poses.**



Seniors and their parents may view online, pickup or be mailed, a selection of portraits from which to choose with their families. Fox-Mar will provide a print and/or digital image on a CD and/or ZIP file in a Dropbox for publication in the yearbook. All portraits will meet publishing guidelines and will be delivered with detailed lists in time to meet your publishing deadlines. Fox-Mar will provide at least two days of onsite senior portrait sessions prior to the publishing deadline to help make sure each senior has an opportunity to appear in the yearbook.

2. UNDERCLASS PHOTOGRAPHY

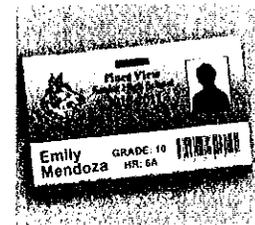
Fox-Mar Studios will photograph underclass students on campus.

Underclass photos are available to your school on CD and/or ZIP file in a Dropbox for your publisher and school administration. Students may purchase picture packages with a money-back guarantee of satisfaction. The school will receive a 40% commission on the sale of underclass portrait packages.



3. STUDENT ID CARDS -- WE DO IT RIGHT.

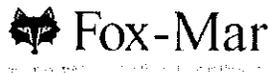
We create a custom program based on your school's needs. Our methods of distribution are the most efficient and organized. **ID Cards can be printed seconds after each student is photographed!** Our graphics department works with your administration to make a custom designed ID which includes barcodes, grade, student ID number, name, and any other pertinent information required.



4. YEARBOOK STAFF MARKETING & FUND RAISING OPPORTUNITIES

Fox-Mar will provide marketing materials to help promote yearbook sales and parent ads. We can market to seniors and underclassmen through email and texting campaigns. We can offer fundraising photo opportunities throughout the school year with Holiday photo sessions at the school. At the school's option, Fox-Mar will provide photography programs at competitive market prices for Homecoming and Prom photos.

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Yearbook Services

Un-paralleled Service and Assistance!

Personal Contact with the owners Ira Fox and Mark Maynard; you get the answers and the results when you need them. Our staff has smart phones for instant communication when you need us the most.



Yearbook Camera Equipment: Digital "point & shoot" and DSLR cameras will be provided to your yearbook staff. Tell us what you need!

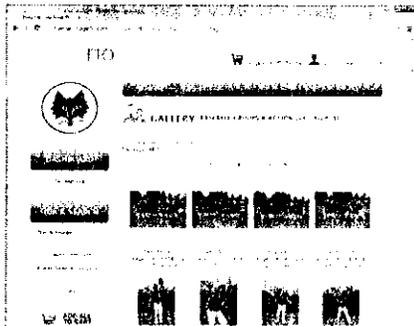
Adobe Photoshop and Lightroom Workshops: Fox-Mar will send our Photoshop artists to your class to have small and personal training your own artists on special scanning and digital imaging. Learn how to manipulate images, add & remove people and objects, and add custom graphics.



send our workshops techniques. enhance photos,

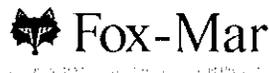
Experienced Professionals: Fox-Mar has been in business over 42 years. Our photographers average at least 12 years experience and take pride in their work.

ImageFlo DIGITAL IMAGING Service: Digital images are available in any format requested. They are available on our ImageFlo website ANYTIME and from ANY PLACE with internet access! All lab facilities are local in Miami.



- Improved Batch Zip Downloading
- Email Notification of New Events online
- Improved User Interface
- 24/7 Access to your Candid Images

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QUALITY CANDID PHOTOS & DIGITAL DELIVERY OF IMAGES

Fox-Mar can deliver images over the web DIRECTLY INTO YOUR YEARBOOK SOFTWARE, into ImageFlo, or via Dropbox and Google Drive whenever needed.

Fox-Mar will work with whoever your selected publisher is and we will upload event images into your online design software within 24 hours of the event. We have strong working relationships with all major publishers, and we make sure the images provided exceed all industry standards for quality and resolution.

Our images can be delivered within minutes of the assignment to help meet tight deadlines.



SUPER RUSH IMAGES ARE AVAILABLE "WHILE YOU WAIT."

- ImageFlo organizes digital images by keyword, description and date.
- Teachers have complete control and security over student access to images.
- Single Image or Batch Downloading of images is available.
- All user activity is tracked, so you know what students are accessing images.
- Your Yearbook candid photos are always available in the classroom, at home, or at a hot-spot.

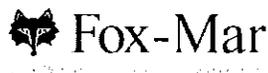
Fox-Mar has "in-house" capabilities for digital scanning, retouching and special photo manipulation for special effects. We can add and/or remove people from group shots, open eyes, remove red-eye, hide unwanted obstacles in photos; the possibilities are endless!

LAB FACILITIES LOCATED IN SOUTH FLORIDA - Your work is all done locally in our Miami Lakes photo lab facilities. All work, including senior portraits, service images, underclass portraits, dances, and digital products are printed using the latest in professional digital equipment by local professionals.

PHOTO WORKSHOPS - Fox-Mar will provide workshops for staff photographers in the summer and during the school year to help students with their photography skills. Books and videos are available to all students. The best opportunity is for your staff to shoot side by side in our internship program.

YEARBOOK SAMPLES - The school will provide Fox-Mar with 2 complimentary copies of the yearbook for students to view in our studio.

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Why Fox-Mar?

Call These Schools!

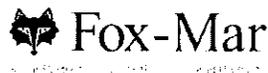
- Marjory Stoneman Douglas Senior High School - 754-322-2150 - Sarah Lerner
- Coral Springs Senior High School - 754-322-0500 - Bradley Lyons
- Coral Glades Senior High School - 754-322-1250 - Kristen Edwards
- Cooper City Senior High School - 754-323-0202 – Hailee Yaeger
- J.P Taravella Senior High School– 754-322-2300 - Debra Johnson
- West Broward Senior High School – 754-323-2600 Angie Garcia
- South Dade Senior High School – 305-247-4244 – Mike Valancy
- Dr. Michael Krop Senior High School – 305-652-6808 – Mary Kay Sullivan
- Southridge Senior High – 305-238-6110 – Angie Bell
- Barbara Goleman Senior High – 305-362-0676 – Isabel Ojeda
- M.A.S.T. @ Homestead - 305-257-4500 – Linda Weinstein
- Jose Marti MAST 6-12 Academy – 305-557-5931 – Ed Cruz
- School for Advanced Studies – 305-237-0510 – Jim Coats

Here is a list of additional schools continually serviced over the years

- American Senior High (since 1976) – 305-557-3770 – Samuel Gbadebo
- Sunset Senior High School (since 1977) – 305-385-4255 – Raquel Jelenszki
- Coral Park Senior High (since 1976) – 305-226-6565 – Tery Perez-Fina
- Killian Senior High (since 1977) – 305-271-3311 – Amanda Espana-Tait
- Palmetto Senior High (since 1979) – 305-235-1360 – Kurt Panton
- Felix Varela Senior High (since 2000) – 305-752-7900 – Zoila Garcia
- John A. Ferguson Senior High (since 2005) – 305-408-2700 - Gabriel Lage

Please feel free to call these schools for references or questions about their experience with Fox-Mar Photography.

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Senior Portraits

45+ Years of Experience in South Florida – Fox-Mar MADE THE TRADITION!



WWW.FOXMAR.COM Interactive: Seniors will be able to log-on to our secure website and schedule their own appointments, view their previews, browse prom and homecoming candids, and other contact customer relations for many other products and services.

Quality, Quality, Quality: Fox-Mar Senior portraits are the talk of the town for quality and creativity. Our skilled photographers, professional retouchers and talented lab technicians work together to create lasting family heirlooms.

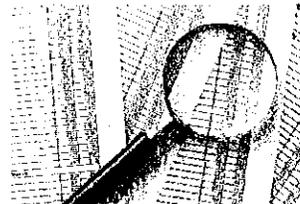
Instant Gratification: Our Portrait Studios are set up with state-of-the-art portrait equipment. Images are displayed instantly and privately for the senior and family to view as they are being photographed.

Variety of Poses: Fox-Mar has more variety of Casual, Glamour, Yearbook, Personality, and Traditional Poses. We take everything from full length to extreme close-ups. New poses, New props, New backgrounds - Always!



Convenient Hours: Fox-Mar has the most convenient hours. We are open 7 days a week and most evenings during the summer for Seniors and their families.

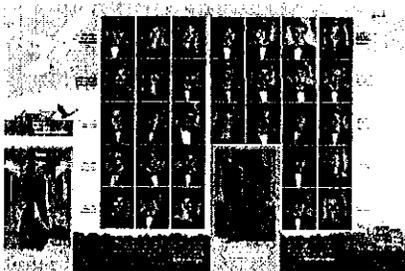
Printed lists of photographed seniors let your staff know who photographed (and not photographed) are available at any time.



has been

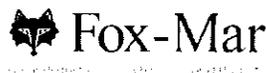
Instant Proofing Option: Fox-Mar has the option of providing PREVIEWS for senior portraits. Previews can be available within portrait sitting, either in print or on our secure website. Each senior's image has an individual secure password to protect their privacy. **No additional charge for previews online** with this order option.

INSTANT minutes of the



It is important to get as many Seniors as possible in your yearbook & we make it convenient for them. Due to our quality & customer service, our percentage of return is very high compared to the national and state average. As your yearbook senior deadline approaches, we can schedule an on-campus senior yearbook photo session for seniors who could not come to the studio in time for the deadline. This way, they have their portraits done during their senior year, not when they are juniors.

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Portrait Preview Program

As per the school bid, **no deposit is required**. Fox-Mar has an optional preview deposit for an easy payment plan. At the choice of the student, previews are mailed home with a \$25.00 refundable security deposit. This deposit may be used as a payment if the student desires to purchase portraits.

Rush proofs are also available from \$10.00 and **session previews are put online at NO CHARGE**.

A preview deposit IS NOT REQUIRED to review your portraits and select your yearbook pose.

We believe our deposit policy is a more desirable approach than the practices of other companies. We do not want the students to believe the previews are free - when they are not.

Portrait Sessions

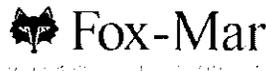
All Seniors are Equal. But, all Portrait Sessions Are Not Equal to Our's!

Fox-Mar does not charge for a Yearbook Session. Fox-Mar allows you to review and choose your own yearbook pose to be submitted to the publisher. Seniors will have the option of taking Cap & Gown portraits during the Summer, Fall, Winter, or Spring at **no charge**.

Some Seniors want more. It's your choice, not the photographers' choice, as to how many previews you'll receive. Yes, we do charge for multiple sessions, but they're worth it.

- Yearbook Session (includes multiple Yearbook and Cap & Gown Poses) – **NO CHARGE**
- Single Senior Session (includes multiple Yearbook, Casual and Cap & Gown Poses)
- Double Senior Session
 - The Double Session is for the Senior who would like a moderate selection of images. This session includes a selection of yearbook, traditional, casual, and formal portraits. Bring up to 2 of your favorite outfits for this session. A minimum of 18 images will be taken. Includes an online proofing option at **NO CHARGE**.
- Platinum Senior Session
 - The most poses, a crazy amount of backgrounds, props, and an opportunity to really express yourself through your portraits. Sport your jersey, rock your music, or design your own look. A minimum of 30 images will be taken. Bring any of your own props and up to 3 of your favorite outfits. This exclusive session features Full Length Poses, Green Screen Digital Backdrops, and Elite Pose options. Includes an online proofing option at **NO CHARGE**.

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Undergrad Portraits

The smoothest picture day in the business!



Fox-Mar EXCLUSIVELY offers Mobile PIMS – Your Student Locator IN YOUR HANDS!

Student Photo Directories, Gradebook Images, & Publishers Images are available in **DAYS**, not weeks – AVAILABLE THE SAME DAY IF NEEDED!

Pre-printed camera cards from your school's data file means no forms for the students to fill out.

Administrator and Yearbook Photo CD: Underclass photos will be delivered on Photo CD for your publisher. PIMS Administrative Software is also available to be used by school personnel as a "digital student rolodex." Our images smoothly import into Pinnacle Grade Book Software, Follett Library Management software, and many other school administrative software packages.

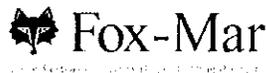
Yearbook CD and packages will be returned identified and in any order you request with a delivery receipt for each teacher's class.

Splash Color Backgrounds: Fox-Mar offers more gel colored backgrounds in all of our underclass picture packages. Students can choose from many background colors in this program. We can even make sure that all of your backgrounds in the yearbook are the same color if you want, while the student still gets his/her choice with their package!

Online products and packages will be made available to parents and students. This will also include products such as smart phone cases, magnets, throw-rugs, keychains, mouse-pads, digital products, and more.



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Senior Portrait Packages and Pricing

All of our packages allow you to swap sheets of the same size at no charge.

4- 3½x5 Color Portraits
12- 2½x3½ Color Portraits
Standard Finish.....\$77.95



2- 5x7 Color Portraits
8- 3½x5 Color Portraits
12- 2½x3½ Color Portraits
Standard Finish.....\$99.95



Multiple Pose Package
1-8x10 Color Portrait
4-5x7 Color Portraits
8-3½x5 Portrait
8-2½x3½ Color Portraits
Standard Finish.....\$159.95
Add a pose to this package for only \$10



Multiple Pose Package - 10 Sheets

1-11x14 Color Portrait
2-8x10 Color Portraits
6-5x7 Color Portraits
4-3½x5 Color Portraits
16-2½x3½ Color Portraits
Standard Finish.....\$229.95
Includes 2 Poses, or 4 poses for \$249.95



Multiple Pose Package - 18 Sheets

1-16x20 Color Portrait (Mounted)
4-8x10 Color Portraits
8-5x7 Color Portraits
8-3½x5 Color Portraits
32- 2½x3½ Color Portraits
Poses put into a custom Fox-Mar Mobile App!
Free "Class of 2019" Keychain included
Standard Finish.....\$359.95



Social Media Packages and Digital Options

6-sheets, 2-poses + App – Design your own Package
Includes Social Media Digital Image Downloads
Standard Finish- \$244.95

8-sheets, 3-poses + App – Design your own Package
Includes Social Media Digital Image Downloads
Standard Finish - \$264.95

10-sheets, 5-poses + App – Design your own Package
Includes Social Media Digital Image Downloads
Standard Finish - \$284.95

Class of 2019 Special - Design your own Package
Includes Social Media Digital Image Downloads

12-sheets, 5-poses + App, 12 previews in a folio, & 2 class of 2019 keychains, 3 Poses, and a Grad Tassel Frame
Standard Finish.....\$379.95

Digital Senior

Five of your high res images retouched with a full copyright release and VIP Special Discounted Print Pricing (at 50% off) - \$299.95

Your Poses in the Fox-Mar App are included in certain packages and Digital Images. Presentation easels are offered at discount prices with several packages.

DELUXE RETOUCHING PER POSE IS \$11.95 | SPECIAL POSE BUNDLE -- 5 additional poses for \$49.95

Deluxe Portrait Finishing is available on all of the above packages ranging from \$12 to \$30.

ADDITIONAL PRINTS

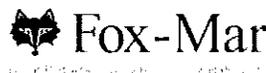
16-2½ x3½ Portraits.....\$19.95
1-8x10 Portrait.....\$29.95
2-5x7 Portraits.....\$29.95
4-3½x5 Portraits.....\$29.95
48-2½x3½ Portraits.....\$32.95
1-11x14 Portrait.....\$49.95
1-16x20 Portrait.....\$99.95
1-20x24 Portrait.....\$174.95

ADDITIONAL ITEMS

Keychain (2).....\$4.95
Personalized Wallets (digital).....\$9.95
Personalized Wallets (foil).....\$14.95
Images on CD (lo-res).....\$29.95
Images on CD (hi-res).....\$119.95
Grad Frame with Tassel.....\$41.95
Portrait Session Reprints w/ order.....\$30.95
Portrait Session Reprints w/ folio.....\$39.95

Package Pricing listed herein is for the current school year. Senior Portrait packages will be offered at the current Fox-Mar Senior Portrait Contract special pricing for each year of the contract. Packages & pricing will be similar to the above offerings.

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Underclass Portrait Prices

<p>Design your own package Select from: 1-8x10 or 2-5x7 or 4-3½x5 or 8-2½x3½ Choose as many sheets as you want for only \$12.00 per sheet.</p>				
1-5x7 2-3½x5 8-2½x3½ \$20.00	2-5x7 4-3½x5 8-2½x3½ \$25.00	1-8x10 2-5x7 4-3½x5 8-2½x3½ \$35.00	2-8x10 2-5x7 4-3½x5 8-2½x3½ 1 Digital Image \$40.00	<i>DIGITAL ONLY PACKAGE</i> HIGH RES IMAGE CD Includes Splash Color \$25.00

Add-on Offers Available with Any Package

- Splash Color Background and Custom Background Choices are available at \$5.00 per package.
- Add personalized wallets for only \$10.00 to any package.
- Retouching is an option that eliminates blemishes, scars, acne etc. will be available for \$10.00
- Digital Image can be added to any of the above packages for \$15.00
- 4 Photo Magnets for \$12.00

Package Pricing listed herein is for the current school year. Portrait packages and products will be offered at the current Fox-Mar special pricing for each year of the contract. Packages & pricing will be similar to the above offerings; however, obsolete products may be eliminated and new products offered in the industry may be added.

This agreement, when executed below will signify acceptance by the school of the foregoing proposal submitted by the photographer.

The agreement is for Fox-Mar to provide the referenced services to the school for the term referenced, and can be extended by mutual agreement in writing. In the event of non-performance by Fox-Mar or the school, a best effort will be put forth by the school and/or Fox-Mar to correct any issues. If said issue cannot be resolved after reasonable efforts, the agreement can be terminated upon completion of the current school year.

We certify that, except herein, there is no understanding or agreement verbal or written, between the photographer and any official representative of the school.

Fox-Mar Representative Signature

Mario Abril

Name Printed

02/21/2019

Date

Official School Representative Signature

Name Printed

Date

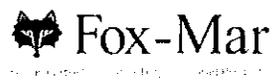
10535 SW 109 Ct
Miami, FL 33176
305-279-3240



4855 W. Hillsboro Blvd.
Coconut Creek, FL 33073
954-653-2301



10535 SW 109 Ct
Miami, FL 33176
305-279-3240



4855 W. Hillsboro Blvd.
Coconut Creek, FL 33073
954-653-2301



School Pictures Proposal for the
School Year
2019-20 | 20-21 | 21-22

City of Pembroke Pines Charter Middle Central Campus
City of Pembroke Pines Charter Middle West Campus City
of Pembroke Pines Charter Academic Village Campus



Fox-Mar

School Portraits | Class Rings | Grad Products

*Over 45 Years of
"Investing in Memories"*





FOX-MAR PHOTOGRAPHY SPECIFICATIONS 2019-20 | 20-21 | 21-22

In consideration of appointment as official photographer to **City of Pembroke Pines Charter Middle Schools**, Fox-Mar Photography agrees to all the specifications set forth in your school's proposal for photographic services.

UNDERCLASS PHOTOGRAPHY

Fox-Mar Studios will photograph underclass students on campus. Underclass photos are available to your school via Google Link for your publisher and school administration. Students may purchase picture packages with a money-back guarantee of satisfaction. The school will receive a 40% commission on the sale of underclass photos.

Underclass Portrait Prices

Package 1	Package 2	Package 3	Package 4	Package 5
2 8x10	1 8x10	2 5x7	1 5x7	1 Digital Image
2 5x7	2 5x7	4 4x5	2 4x5	
4 4x5	4 4x5	8 2½x3½	8 2½x3½	
8 2½x3½	8 2½x3½			
1 Digital Image				
\$ 40 .00	\$ 35 .00	\$ 25 .00	\$ 20 .00	\$ 25 .00

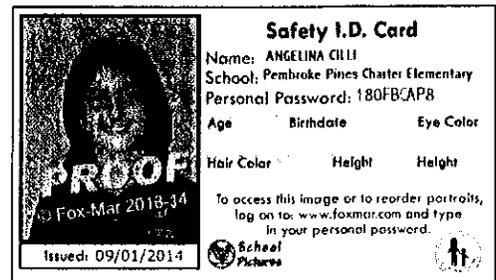
Add-on Offers Available with Any Package

- Splash Color Background available at \$5.00 per package at school option. Five colors to choose from.
- Add 8 personalized wallets for only \$10.00 to any package.
- Add 3 photo key tags for only \$10.00 to any package.
- Retouching is an option that eliminates blemishes, scars, acne etc will be available for \$10.00
- Add 4 photo magnets for only \$12.00 to any package.
- Design a Pack - Select from: 1-8x10 or 2-5x7 or 4-3½x5 or 8-2½x3½ for only \$12.00 per sheet (minimum sheet count may apply).
- Faculty and Staff will receive a complimentary package for themselves.



All packages **include**, at no additional charge, Fox-Mar's Kid-Safe ID Card. Kid-Safe uses the same password protected photo Fox-Mar assigns each student. The web-resolution photo is made freely

available to parents for printing or download if needed in case of an emergency. It's just that simple. Offering free access to their school photos in this manner fosters goodwill and improves child safety. The electronic delivery to law enforcement officials of a child's digitized photo can save crucial time, since the chances of safely recovering a child are much greater in the first few hours immediately following a child's disappearance.





PROFESSIONAL PHOTOGRAPHY

Fox-Mar Studios will provide only fully trained and experienced employees to provide high quality professional photography to the school. Fox-Mar Studios has been in business for over 44 years. **Our photographers average fifteen years experience in professional photography.** All photographers have cellular phones for reliability & accessibility.

LAB FACILITIES LOCATED IN MIAMI - Your work is all done locally in our Miami Lakes photo lab facilities. All work, including senior portraits, service images, underclass portraits, dances, and digital products are printed using the latest in professional digital equipment by local professionals.

This agreement, when executed below will signify acceptance by the school of the foregoing proposal submitted by the photographer. This agreement is for one school year, and can be canceled with 60 days notice by either party due to non-performance by either party.

Fox-Mar will comply with city/county policy in regards to background checks and required screening of employees entering school premises. Fox-Mar Photography agrees to indemnify and hold the school board/city/county harmless for all claims of third parties arising out of this agreement.

We certify that, except herein, there is no understanding or agreement verbal or written, between the photographer and any official representative of the school.

Fox-Mar Representative Signature

Robert Hibbard

Name Printed

06/17/2019

Date

Official School Representative Signature

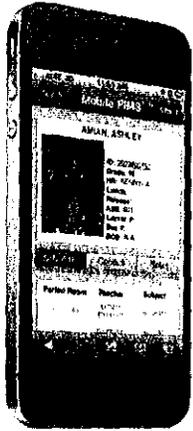
Name Printed

Date



Undergrad Portraits

The smoothest picture day in the business!



Fox-Mar EXCLUSIVELY offers Mobile PIMS --
Your School's Student Locator IN YOUR HANDS!

Student Photo Directories, Grade book Image CDs, & Publishers CDs are available in DAYS, not weeks -- AVAILABLE THE SAME DAY IF NEEDED!
Fox-Mar is proud to have the most efficient, hassle free underclass program in the business.

Pre-printed camera cards from your school's data file means no forms for the students to fill out.

Administrator and Yearbook Photo CD: Underclass photos will be delivered on Photo CD for your publisher. Administrative Software is also available to be used by school personnel as a "digital student rolodex." Our images smoothly import into Pinnacle Grade Book Software, Follett Library Management software, and many other school administrative software packages.

Yearbook CD and packages will be returned identified and in any order you request with a delivery receipt for each teacher's class.

Professional Portrait Retouching: a popular retouching technique used by Photographers, Our full portrait retouching will soften facial characteristics; remove blemishes, acne, scars, etc. enhancing your portraits.

Splash Color Backgrounds: Fox-Mar offers more gel colored backgrounds in all of our underclass picture packages. Students can choose from many background colors in this program. We can even make sure that all of your backgrounds in the yearbook are the same color if you want, while the student still gets his/her choice with their package!

Click and Safe: Student images are stored and indexed on a secure website used by national law enforcement. This enables a partnership between parents, Fox-Mar and law enforcement officials to help secure your students and keep them safe. Click-and-Safe is an online, password protected "web-photo" that authorities may download or print if needed. The password to the photo is held by the parent or guardian, and shared if needed in an emergency.

Online products and packages will be made available to parents and students. This will also include products such as smart phone cases, magnets, throw rugs, keychains, mouse pads, digital prompts, and more.



School Pictures Proposal for the
School Year
2019-20 | 20-21 | 21-22

City of Pembroke Pines Charter Elementary Central Campus
City of Pembroke Pines Charter Elementary West Campus
City of Pembroke Pines Charter Elementary East Campus
City of Pembroke Pines Charter Elementary FSU Campus



Fox-Mar

School Portraits | Class Rings | Grad Products

*Over 45 Years of
"Investing in Memories"*





FOX-MAR PHOTOGRAPHY SPECIFICATIONS 2019-20 | 20-21 | 21-22

In consideration of appointment as official photographer to **City of Pembroke Pines Charter Elementary Schools**, Fox-Mar Photography agrees to all the specifications set forth in your school's proposal for photographic services.

UNDERCLASS PHOTOGRAPHY

Fox-Mar Studios will photograph underclass students on campus. Underclass photos are available to your school via Google Link for your publisher and school administration. Students may purchase picture packages with a money-back guarantee of satisfaction. The school will receive a 40% commission on the sale of underclass photos.

Underclass Portrait Prices

Package 1	Package 2	Package 3	Package 4	Package 5
<u>2</u> 8x10	<u>1</u> 8x10	<u>2</u> 5x7	<u>1</u> 5x7	<u>1</u> Digital Image
<u>2</u> 5x7	<u>2</u> 5x7	<u>4</u> 4x5	<u>2</u> 4x5	
<u>4</u> 4x5	<u>4</u> 4x5	<u>8</u> 2½x3½	<u>8</u> 2½x3½	
<u>8</u> 2½x3½	<u>8</u> 2½x3½			
<u>1</u> Digital Image				
\$ <u>40</u> .00	\$ <u>35</u> .00	\$ <u>25</u> .00	\$ <u>20</u> .00	\$ <u>25</u> .00

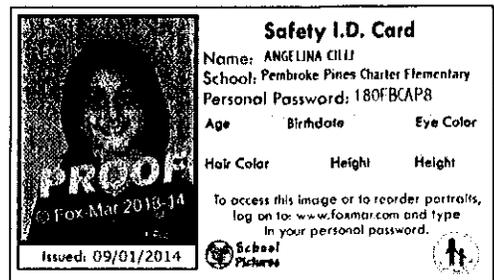
Add-on Offers Available with Any Package

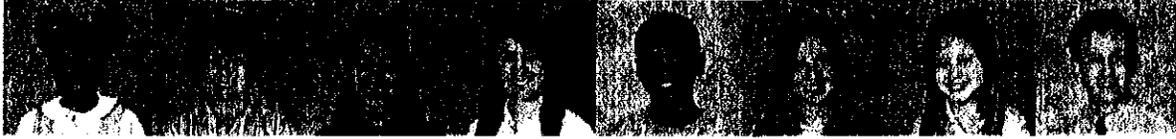
- Splash Color Background available at \$5.00 per package at school option. Five colors to choose from.
- Add 8 personalized wallets for only \$10.00 to any package.
- Add 3 photo key tags for only \$10.00 to any package.
- Retouching is an option that eliminates blemishes, scars, acne etc will be available for \$10.00
- Add 4 photo magnets for only \$12.00 to any package.
- Design a Pack - Select from: 1-8x10 or 2-5x7 or 4-3½x5 or 8-2½x3½ for only \$12.00 per sheet (minimum sheet count may apply).
- Faculty and Staff will receive a complimentary package for themselves.



All packages **include**, at no additional charge, Fox-Mar's Kid-Safe ID Card. Kid-Safe uses the same password protected photo Fox-Mar assigns each student. The web-resolution photo is made freely

available to parents for printing or download if needed in case of an emergency. It's just that simple. Offering free access to their school photos in this manner fosters goodwill and improves child safety. The electronic delivery to law enforcement officials of a child's digitized photo can save crucial time, since the chances of safely recovering a child are much greater in the first few hours immediately following a child's disappearance.





PROFESSIONAL PHOTOGRAPHY

Fox-Mar Studios will provide only fully trained and experienced employees to provide high quality professional photography to the school. Fox-Mar Studios has been in business for over 44 years. **Our photographers average fifteen years experience in professional photography.** All photographers have cellular phones for reliability & accessibility.

CLASS GROUP PORTRAITS

Fox-Mar Photography agrees to provide the services listed. Fox-Mar will provide an industry standard CD with High Res Images for your publication. All yearbook images will be identified by class and will be delivered and arranged in a manner that will meet the school's publishing deadlines.

Fox-Mar will photograph all classes. Students may purchase class group portraits at the time that the school designates with a **money-back guarantee of satisfaction.** Teachers and teachers' assistants will each receive one complimentary portrait each of their respective class. Class Group Portraits will be made available for sales at the following price. One or both options are available to offer at the school's option.

1-8x10 Personalized Class Group Portrait
with student names.

Price: \$15.00

Commission to School: \$3.00 per class group

LAB FACILITES LOCATED IN MIAMI - Your work is all done locally in our Miami Lakes photo lab facilities. All work, including senior portraits, service images, underclass portraits, dances, and digital products are printed using the latest in professional digital equipment by local professionals.

This agreement, when executed below will signify acceptance by the school of the foregoing proposal submitted by the photographer. This agreement is for one school year, and can be canceled with 60 days notice by either party due to non-performance by either party.

Fox-Mar will comply with city/county policy in regards to background checks and required screening of employees entering school premises. Fox-Mar Photography agrees to indemnify and hold the school board/city/county harmless for all claims of third parties arising out of this agreement.

We certify that, except herein, there is no understanding or agreement verbal or written, between the photographer and any official representative of the school.

Fox-Mar Representative Signature

Robert Hibbard

Name Printed

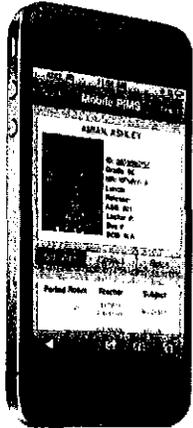
06/17/2019

Date

Official School Representative Signature

Name Printed

Date



Undergrad Portraits

The smoothest picture day in the business!

Fox-Mar EXCLUSIVELY offers Mobile PIMS --
Your School's Student Locator IN YOUR HANDS!

Student Photo Directories, Grade book Image CDs, & Publishers CDs are available in DAYS, not weeks -- AVAILABLE THE SAME DAY IF NEEDED!
Fox-Mar is proud to have the most efficient, hassle free underclass program in the business.

Pre-printed camera cards from your school's data file means no forms for the students to fill out.

Administrator and Yearbook Photo CD: Underclass photos will be delivered on Photo CD for your publisher. Administrative Software is also available to be used by school personnel as a "digital student rolodex." Our images smoothly import into Pinnacle Grade Book Software, Follett Library Management software, and many other school administrative software packages.

Yearbook CD and packages will be returned identified and in any order you request with a delivery receipt for each teacher's class.

Professional Portrait Retouching: a popular retouching technique used by Photographers, Our full portrait retouching will soften facial characteristics; remove blemishes, acne, scars, etc. enhancing your portraits.

Splash Color Backgrounds: Fox-Mar offers more gel colored backgrounds in all of our underclass picture packages. Students can choose from many background colors in this program. We can even make sure that all of your backgrounds in the yearbook are the same color if you want, while the student still gets his/her choice with their package!

Click and Safe: Student images are stored and indexed on a secure website used by national law enforcement. This enables a partnership between parents, Fox-Mar and law enforcement officials to help secure your students and keep them safe. Click-and-Safe is an online, password protected "web-photo" that authorities may download or print if needed. The password to the photo is held by the parent or guardian, and shared if needed in an emergency.

Online products and packages will be made available to parents and students. This will also include products such as smart phone cases, magnets, throw-rags, keychains, mouse pads, digital products, and more



School Portraits | Class Rings | Grad Products

Spring Photography Fundraiser (Prepaid)

Fox-Mar Photography agrees to provide photography services for your school's fundraising program. All students who prepay will receive a package at a discounted price. The package will be sent to school approximately 3 weeks after picture day.

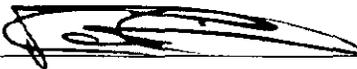
A commission of **30%** will be paid on the net sales (gross sales minus sales tax) to the sponsoring group.

School Name: Pembroke Pines Charter Middle School School Year: 2019-20 | 20-21 | 21-22

Sponsor Name: _____ Phone: _____

Proposed Photo Date(s): _____ Sponsor Approval: _____

Principal Approval: _____ Date: _____

Fox-Mar Representative:  _____ Date: 08/28/2019

Package A (Two poses)	
Pose 1	Pose 2
1-8x10 Traditional Portrait 1-5x7 Portrait 4-2½x3½ Portraits 1-Multi-Pose Calendar 4-Fox-Mar Bookmarks	1-8x10 Traditional Portrait 1-5x7 Portrait 4-2½x3½ Portraits 1-Multi-Pose Calendar 4-Fox-Mar Bookmarks
Keep the entire package \$45	

Package B	Package C
One Pose 1-8x10 Portrait 1-5x7 Portrait 2-3½x5 Portraits 4-2½x3½ Portraits \$35	One Pose 1-5x7 Portrait 2-3½x5 Portraits 4-2½x3½ Portraits \$25
Sibling Package - One Pose	
1-8x10 Portrait, 1-5x7 Portrait, 4-2½x3½ Portraits \$40	

Additional Notes:

- Add Digital Image to any package for \$15
- \$3 discount for pre paying for packages online
- Digital Download or Portrait CD for \$35.00
- Add Retouching \$10



Fox-Mar

School Portraits | Class Rings | Grad Products

Spring Photography Fundraiser (Speculation Program)

Fox-Mar Photography agrees to provide photography services for your school's fundraising program. All students photographed will receive a package for parental approval. The packages will be sent to the school approximately 2-3 weeks after picture day. If parents choose not to purchase, they simply return the package to the school. The school is not responsible for packages that are not returned. The school should encourage the parents to purchase the package or return it as this will affect the commission. The commission will be paid on the net sales (gross sales minus sales tax) to the sponsoring group as follows:

% of Students Buying	School's Commission
0% - 29%	10% of net sales
30% - 39%	20% of net sales
40% - 74%	30% of net sales
75% or more	30% of net sales + \$1.00 Bonus for each package sold

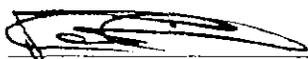
Most schools fall into this category.

School Name: Pembroke Pines Charter Elementary School School Year: 2019-20 | 20-21 | 21-22

Sponsor Name: _____ Phone: _____

Proposed Photo Date(s): _____ Sponsor Approval: _____

Principal Approval: _____ Date: _____

Fox-Mar Representative:  _____ Date: 08/28/2019

Students and parents will have the option to purchase the below items:

Entire Package	
Pose 1	Pose 2
1-8x10 Traditional Portrait 1-5x7 Portrait 4-2½x3½ Portraits 1-Multi-Pose Calendar 4-Fox-Mar Bookmarks	1-8x10 Traditional Portrait 1-5x7 Portrait 4-2½x3½ Portraits 1-Multi-Pose Calendar 4-Fox-Mar Bookmarks
\$55 to keep the entire package	
Add Digital Images of package for \$15 (if paid online)	

Individual Sheets
1-8x10 Traditional Portrait, 1-5x7 Portrait, 4-2½x3½ Portraits, 1-Multi-Pose Calendar, 4-Fox-Mar Bookmarks \$20 each
Keep Any Three Sheets
1-8x10 Traditional Portrait, 1-5x7 Portrait, 4-2½x3½ Portraits , 1-Multi-Pose Calendar, 4-Fox-Mar Bookmarks \$45

Additional Notes:



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 1.

File ID: 19-0832

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 06/27/2019

Short Title: Foxmar Photography

Final Action: 09/18/2019

Title: MOTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND FOX-MAR PHOTOGRAPHY INC. FOR PHOTOGRAPHY SERVICES AT THE CHARTER SCHOOLS FOR AN INITIAL THREE YEAR PERIOD COMMENCING ON AUGUST 1, 2019 AND ENDING ON JULY 31, 2022, PURSUANT TO SECTION 35.18(C)(7)(C) OF THE CITY'S CODE OF ORDINANCES.

***Agenda Date:** 09/18/2019

Agenda Number: 1.

Internal Notes:

Attachments: 1. Fox-Mar - School Pictures Agreement (Vendor Executed), 2. Exhibit A - Pembroke Pines Charter High School, 3. Exhibit B - Pines Charter Middle Schools Fall, 4. Exhibit C - Pines Charter Elem Schools Fall, 5. Exhibit D - Pembroke Pines Charter Middle_PrePay (Spring), 6. Exhibit E - Pembroke Pines Charter Elementary_SPEC (Spring)

1 City Commission 09/18/2019

SUMMARY EXPLANATION AND BACKGROUND:

1. The City of Pembroke Pines Charter Schools are requesting approval of an agreement with Fox-Mar Photography Inc. for photography services.
2. Fox-Mar Photography Inc. has been in business for over 44 years. All of their photographers average fifteen years experience in professional photography. All lab work is done locally at their Miami Lakes facility.
3. The photography services will include:
 - Senior Portrait Photography
 - Underclass Photography
 - Student ID Cards

- Class Group Portraits

4. The Charter Schools will receive revenue based on the sales of photos as listed below:

- Forty percent (40%) commission on sales of underclass photographs (all schools).
- Three Dollars (\$3.00) commission per class group (Elementary Schools) as more particularly described in Exhibit "C".
- Thirty percent (30%) commission on net sales (gross sales minus sales tax) of Spring Photography, to the sponsoring group (Middle School), as more particularly described in the table in Exhibit "D"
- Tiered commission on net sales (gross sales minus sales tax) of Spring Photography, to the sponsoring group (Elementary School), as more particularly described in the table in Exhibit "E".

5. Pursuant to Section 35.18(C)(7)(c) of the City's Procurement Code: "Artistic services which are original and creative in character and skill in a recognized field of artistic endeavor such as music, dance, drama, painting and sculpture, photography, culinary arts, fashion design and the like are not subject to the competitive procurement requirement."

6. Request City Commission approve an agreement between the City of Pembroke Pines and Fox-Mar Photography Inc. for photography services at the Charter Schools for an initial three year period commencing on August 1, 2019 and ending on July 31, 2022, pursuant to Section 35.18(C)(7)(c) of the City's Code of Ordinances.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** Not applicable.
- b) **Amount budgeted for this item in Account No:** All proceeds from the sales commissions will be deposited in the following Charter School accounts:

<u>Schools</u>	<u>Deposit Account #</u>
East Elementary	170-220530-550-2220 (Field Trip)
East Elementary	170-220525-550-2220 (Sunshine / Teacher)
East Elementary	170-220590-550-2220 (Misc. Charter)
East Elementary	170-220618-550-2220 (5th grade account)
West Elementary	170-220590-551-2220 (Misc. Charter)
West Middle	171-220590-553-2220 (Misc. Charter)
Central Elementary	170-220590-552-2220 (Misc. Charter)
Central Middle	171-220590-554-2220 (Misc. Charter)
Academic Village	172-220545-2220 (Yearbook)
FSU Elementary	173-220590-2220 (Misc. Charter)

- c) **Source of funding for difference, if not fully budgeted:** Not applicable.
- d) **5 year projection of the operational cost of the project:** Not applicable.
- e) **Detail of additional staff requirements:** None



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 3250 N. 29th Ave Hollywood, FL 33020	CONTACT NAME:	
	PHONE (A/C, No, Ext): 954-963-6666	FAX (A/C, No): 954-963-9776
E-MAIL ADDRESS: alicerts@risk-strategies.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Indemnity Co. of CT		
INSURER B: Phoenix Insurance Company		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 49535720 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	16601B284134TCT19	1/1/2019	1/1/2020	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/OP AGG	\$ 2,000,000
							\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
	DED	RETENTIONS					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	UB9J2583131942V	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured under General Liability Policy as required by written contract per End #CGD246 (08/05)

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines
Pembroke Pines Charter Schools
601 City Center Way
Pembroke Pines FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Christian

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 3250 N. 29th Ave Hollywood, FL 33020	CONTACT NAME: PHONE (A/C, No, Ext): 954-963-6666 FAX (A/C, No): 954-963-9776 E-MAIL ADDRESS: aiucerts@risk-strategies.com
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Fox-Mar Photography, Inc 10535 S.W. 109th Court Miami FL 33176	INSURER A: Travelers Indemnity Co. of CT
	INSURER B: Phoenix Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 49535720 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		16601B284134TCT19	1/1/2019	1/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below. Y/N N/A			UB9J2583131942V	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured under General Liability Policy as required by written contract per End #CGD246 (08/05)

CERTIFICATE HOLDER City of Pembroke Pines Pembroke Pines Charter Schools 601 City Center Way Pembroke Pines FL 33025	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Michael Christian
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/12/2019

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PRODUCER 	JIMMY BURKHART INSURANCE AGENCY 10709 SW 104TH ST MIAMI, FL 33176	CONTACT NAME: JIMMY BURKHART PHONE (A/C No., Ext): 305-273-0211 E-MAIL ADDRESS: DAN1@JIMMY411.COM	FAX (A/C No): 305-273-4601
	INSURED FOX-MAR PHOTOGRAPHY INC 10535 SW 109TH CT MIAMI FL 33176-3308	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	634 5968-C13-59D	03/13/2019	09/13/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH. PR E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Rojas, Dominique

From: Rotstein, Daniel
Sent: Tuesday, August 20, 2019 5:47 PM
To: Rojas, Dominique
Cc: Contracts
Subject: FW: Fox-Mar Photography, Inc. - School Pictures - Renewal Agreement - Risk Approval
Attachments: Fox-Mar Agreement (Vendor Executed).pdf; Exhibit A - Fox-Mar Photography.pdf; Certificate of Insurance.pdf; Fox-mar - COI statefarm (statefarm).pdf; Mar Photography, Inc. - School Pictures - Renewal Agreement - COI's; Certificate of Insurance (Revised).pdf

The attached COI is approved

From: Rojas, Dominique
Sent: Tuesday, August 20, 2019 4:29 PM
To: Rotstein, Daniel <drotstein@ppines.com>
Cc: Contracts <contracts@ppines.com>
Subject: Fox-Mar Photography, Inc. - School Pictures - Renewal Agreement - Risk Approval

Dear Dan,

Good afternoon.

Please find additional documents attached as follows:

1. A copy of my last E-mail to the vendor's insurance agent to explain what was needed in terms of proof of coverage.
2. A revised certificate of insurance

(Perhaps this certificate may not suffice, so if there is a better way for me to express what is needed to the vendor, please let me know.)

Thank you again for your support and kindest regards,

Dominique Rojas • Contracts Specialist
Finance Department
City of Pembroke Pines
601 City Center Way, Pembroke Pines, FL 33025
Direct: 954-392-9436
Email: drojas@ppines.com
Main: 954-392-9435
Team Email: contracts@ppines.com
www.ppines.com

From: Rotstein, Daniel
Sent: Tuesday, August 13, 2019 11:56 AM