



City of Pembroke Pines

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
KEYLITE POWER & LIGHTING CORP.**

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

KEYLITE POWER & LIGHTING CORP., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **12240 SW 128th Court, Unit #107, Miami, FL 33186**, hereinafter referred to as "Keylite". "CITY" and "Keylite" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **November 27, 2023**, the Parties entered into an Agreement ("Original Agreement") for the provision of services and maintenance for the CITY's Fire Station Alerting System, for an initial period, which expired on **September 30, 2024**; and,

WHEREAS the Original Agreement authorized the renewal thereof at the expiration of the initial term for **four (4) additional one (1) year** terms, pursuant to written amendments to the Original Agreement extending the term thereof; and,

WHEREAS, on **August 13, 2024**, the Parties executed the First Amendment to the Original Agreement, to increase the annual fee from forty-three thousand, nine hundred thirty-four dollars and 33/100 cents (\$43,934.33) to forty-five thousand, two hundred fifty-two dollars and 36/100 cents (\$45,252.36), and to renew the term thereof for a **one (1) year** period, which expires on **September 30, 2025**; and,

WHEREAS, the Parties desire to increase the annual fee from forty-five thousand, two hundred fifty-two dollars and 36/100 cents (\$45,252.36) to forty-six thousand, six hundred nine dollars and 94/100 cents (\$46,609.94), as more particularly described in Estimate #1125, attached hereto and by this reference made a part hereof; and,

WHEREAS, the Parties further desire to renew the term of the Original Agreement for an additional **one (1) year** period, which shall commence on **October 1, 2025**, and naturally expire on **September 30, 2026**, as set forth in this Second Amendment.



City of Pembroke Pines

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.

SECTION 2. The Original Agreement is hereby renewed for an additional **one (1) year** period, which shall commence on **October 1, 2025**, and naturally expire on **September 30, 2026**.

SECTION 3. CITY agrees to compensate Keylite for the services referenced in Estimate #1125, the total amount of **FORTY-SIX THOUSAND, SIX HUNDRED NINE DOLLARS AND 94/100 CENTS (\$46,609.94)**.

SECTION 4. Scrutinized Companies.

4.1 Keylite, 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:

4.1.1 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

4.1.2 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:

4.1.2.1 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

4.1.2.2 Is engaged in business operations in Syria.

SECTION 5. Employment Eligibility. Keylite 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



City of Pembroke Pines

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 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. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.1 33(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit



City of Pembroke Pines

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 in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Second Amendment, the represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 7. 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, Keylite represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 8. 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, Keylite represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 9. 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, Keylite 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 10. Compliance with Foreign Entity Laws. (“Entity”) hereby attests under penalty of perjury the following:

- 10.1 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);



City of Pembroke Pines

- 10.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 10.3 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);
- 10.4 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);
- 10.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- 10.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SECTION 11. 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 12. 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 13. 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 14. 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 15. 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:

A handwritten signature in blue ink, appearing to read "Michael Cirullo", written over a horizontal line.

Print Name: Michael Cirullo
OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR ANGELO CASTILLO

ATTEST:

BY: _____

CHARLES F. DODGE, CITY MANAGER

DEBRA E. ROGERS, CITY CLERK

KEYLITE:

KEYLITE POWER & LIGHTING CORP.

Signed By:  _____
Signed by: D647DAE0448F42D...

Date: May 27, 2025

Printed Name: Angel Munoz

Title: President

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: May 27, 2025

ENTITY: KEYLITE POWER & LIGHTING CORP.

SIGNED BY:  _____
D647DAE0448F42D...

NAME: Angel Munoz

TITLE: President



City of Pembroke Pines

**FIRST AMENDMENT TO SERVICE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
KEYLITE POWER AND LIGHTING CORP.**

THIS AMENDMENT ("First Amendment"), dated August 13, 2024, 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

KEYLITE POWER AND LIGHTING CORP., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **12240 SW 128th Court, Unit #107, Miami, FL 33186**, hereinafter referred to as "Keylite". "CITY" and "Keylite" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **November 27, 2023**, the Parties entered into an Agreement ("Original Agreement") for the provision of services and maintenance for the CITY's Fire Station Alerting System, for an initial period, which expires on **September 30, 2024**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for **four (4) additional one (1) year** terms pursuant to written amendments to the Original Agreement extending the term thereof; and,

WHEREAS, the Parties desire to increase the annual fee from forty-three thousand, nine hundred thirty-four dollars and 33/100 cents (\$43,934.33) to forty-five thousand, two hundred fifty-two dollars and 36/100 cents (\$45,252.36), as more particularly describe in Estimate #1085, attached hereto and by this reference made a part hereof; and,

WHEREAS, the Parties further desire to renew the term of the Original Agreement for an additional **one (1) year** period, which shall commence on **October 1, 2024**, and naturally expire on **September 30, 2025**, as set forth in this First 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



City of Pembroke Pines

correct and incorporated herein by this reference.

SECTION 2. The Original Agreement is hereby renewed for an additional **one (1) year** period, which shall commence on **October 1, 2024**, and naturally expire on **September 30, 2025**.

SECTION 3. CITY agrees to compensate Keylite for the services referenced in Estimate #1085, attached hereto and by this reference made a part hereof, the total amount of **FORTY-FIVE THOUSAND, TWO HUNDRED FIFTY-TWO DOLLARS AND 36/100 CENTS (\$45,252.36)**.

SECTION 4. Scrutinized Companies. Keylite, 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:

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 Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

4.2.2 Is engaged in business operations in Syria.

SECTION 5. Employment Eligibility. Keylite 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,



City of Pembroke Pines

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 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.



City of Pembroke Pines

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 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.

SIGNATURE PAGE FOLLOWS



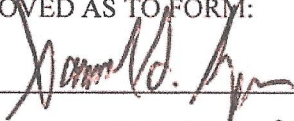
City of Pembroke Pines

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

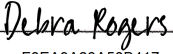
CITY:

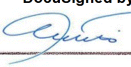
CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:


Print Name: SAMUEL F. GRAY
OFFICE OF THE CITY ATTORNEY
8/27/24

ATTEST:

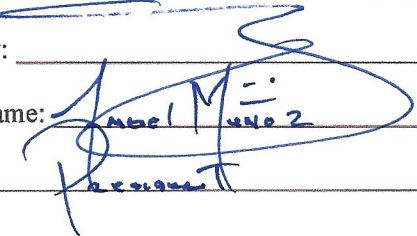

F8EA9A23A58B417... August 13, 2024
MARLENE D. GRAHAM, CITY CLERK
Debra Rogers

DocuSigned by:
BY: 
E2D2D4AA8795454... August 12, 2024
MAYOR ANGELO CASTILLO

DocuSigned by:
BY: 
47B966ECFDAD4AC... August 12, 2024
CHARLES F. DODGE, CITY MANAGER

KEYLITE:

KEYLITE POWER AND LIGHTING CORP.

Signed By: 
Printed Name: Samuel M. Mayo
Title: President

ESTIMATE

Keylite Power & Lighting Corp.
12240 128th Ct
Miami, FL 33186

jm@teamkeylite.net
+1 (305) 232-9910



City of Pembroke Pines

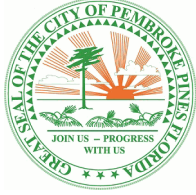
Bill to
City of Pembroke Pines
PO Box 9000
Pembroke Pines, FL 33084

Ship to
City of Pembroke Pines
PO Box 9000
Pembroke Pines, FL 33084

Estimate details
Estimate no.: 1085
Estimate date: 02/21/2024

#	Product or service	Qty	Rate	Amount
1.	Support Service Option B FSA Support Service Option B: Standard On-site Support - Station 33	1	\$7,420.85	\$7,420.85
2.	Support Service Option B FSA Support Service Option B: Standard On-site Support - Station 69	1	\$7,262.19	\$7,262.19
3.	Support Service Option B FSA Support Service Option B: Standard On-site Support - Station 79	1	\$7,420.85	\$7,420.85
4.	Support Service Option B FSA Support Service Option B: Standard On-site Support - Station 99	1	\$7,526.85	\$7,526.85
5.	Support Service Option B FSA Support Service Option B: Standard On-site Support - Station 101	1	\$7,890.14	\$7,890.14
6.	Support Service Option B FSA Support Service Option B: Standard On-site Support - Station 89	1	\$7,731.48	\$7,731.48
Total				\$45,252.36

Note to customer
FY25 Fire Station Alerting Support Services
Budgetary Cost
Coverage Period: 10/01/2024 - 09/30/2025



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 19.

File ID: 24-0735

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 07/23/2024

Short Title: Contracts Database Report - August 7th, 2024

Final Action: 08/07/2024

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

(A) CobbleStone Systems Corp. - Contracts Management Software -
Renewal

(B) Community Redevelopment Associates of Florida, Inc. - PL-20-01 Grant
Administration for Community Redevelopment Projects - Renewal

(C) Environmental Systems Research Institute, Inc. - ArcGIS Software and
Licensing - Renewal

(D) Imagine Learning LLC - Student Online Services - Renewal

(E) Keylite Power and Lighting Corp. - Services and Maintenance for the
City's Fire Station Alerting System - Renewal

(F) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee
Partnership Agreement - Renewal

(G) Pines Care Medical Center, LLC. - Lease Agreement (Silver Emporium) -
Renewal

(H) Polydyne, Inc. - Purchase of CLARIFLOC A-3333P Polymer - Renewal

(I) RS Photography, LLC. D/B/A TSS Photography - Recreational Soccer
Photography Services - Renewal

**ITEMS (J) THROUGH (L) WILL EXPIRE WITH NO RENEWAL TERMS
AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED
AS THEY ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY
PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT**

Agenda Request Form Continued (24-0735)

CODE:

(J) Hillers Electrical Engineering, Inc. - Power Electric Engineering Services for Utilities Department - Non-renewal

(K) Lexipol LLC - Law Enforcement Wellness App - Non- Renewal

(L) Nearpod, Inc. - License for Digital Instructional Platform - Non-Renewal

***Agenda Date:** 08/07/2024

Agenda Number: 19.

Internal Notes:

Attachments: 1. Contract Database Report - August 8, 2024 (revised 7-29-2024), 2. A. Cobblestone Systems - Contract Management Software (AB), 3. B. CRA of Florida, Inc. - Grant Administration Agreement (AB), 4. C. ESRI Agreement and Addendum (All Backup), 5. D. Imagine Learning - Student Online Courseware (All Backup), 6. E. Keylite Power and Lighting Corp. - Fire Station Alerting System (AB), 7. F. MPPRCC - Partnership Agreement - (AB), 8. G. Pines Care Medical Center LLC - Lease Agreement (Silver Emporium) (AB), 9. H. Polydyne - Purchase of CLARIFOLIC A3333P Polymer (AB), 10. I. RS Photography, LLC. dba TSS Photography - Photography Services at Recreational Soccer Program (AB), 11. J. Hillers Electrical Engineering - Power Electrical Engineering (CCNA) (AB), 12. K. Lexipol MSA (All Backup), 13. L. Nearpod Inc. - License for Nearpod and Flocabulary (All Backup)

Related Files:

1	City Commission	08/07/2024	approve	Pass
	Action Text: A motion was made to approve on the Consent Agenda			
			Aye: - 5	Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, Commissioner Schwartz, and Commissioner Hernandez
			Nay: - 0	

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

(A) CobbleStone Systems Corp. - Contracts Management Software - Renewal

(B) Community Redevelopment Associates of Florida, Inc. - PL-20-01 Grant Administration for Community Redevelopment Projects - Renewal

(C) Environmental Systems Research Institute, Inc. - ArcGIS Software and Licensing - Renewal

(D) Imagine Learning LLC - Student Online Services - Renewal

(E) Keylite Power and Lighting Corp. - Services and Maintenance for the City's Fire Station

Agenda Request Form Continued (24-0735)

Alerting System - Renewal

(F) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee Partnership Agreement - Renewal

(G) Pines Care Medical Center, LLC. - Lease Agreement (Silver Emporium) - Renewal

(H) Polydyne, Inc. - Purchase of CLARIFLOC A-3333P Polymer - Renewal

(I) RS Photography, LLC. D/B/A TSS Photography - Recreational Soccer Photography Services - Renewal

ITEMS (J) THROUGH (L) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THEY ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(J) Hillers Electrical Engineering, Inc. - Power Electric Engineering Services for Utilities Department - Non-renewal

(K) Lexipol LLC - Law Enforcement Wellness App - Non- Renewal

(L) Nearpod, Inc. - License for Digital Instructional Platform - Non-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) CobbleStone Systems Corp. - Contracts Management Software - Renewal

1. On November 13, 2019, the City Commission approved the Hosted Software License Agreement between the City and Cobblestone Systems Corp. for the provision of the contract

Agenda Request Form Continued (24-0735)

- management software allowing for document management, contract routing work-flow, task-tracking, online approval process, and auditing features, for an initial one (1) year period, which expired on November 25, 2020.
2. Section 2 of the Original Agreement allows for additional one (1) year renewal terms.
3. On September 6th, 2023, the City Commission approved the continuation of the Agreement up to November 25, 2024.
4. The Finance Department recommends that the City Commission approve the continuation of the Original Agreement for an additional one (1) year period, which shall commence on November 26, 2024, and naturally expire on November 25, 2025, as allowed by the Original Agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost: \$29,037.00
- b) Amount budgeted for this item in Account No: 001-513-2001-552652-0000-000-0000 (Non-Capital Software and License)
- c) Source of funding for difference, if not fully budgeted: Not Applicable
- d) 1-year projection of the operational cost of the project:

	FY2025
Revenues	\$0.00
Expenditures	\$29,037.00
Net Cost	\$29,037.00

- e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

**(B) Community Redevelopment Associates of Florida, Inc. - PL-20-01 Grant
Administration for Community Redevelopment Projects - Renewal**

1. On December 1, 2020, the City entered into an Agreement with Community Redevelopment Associates of Florida, Inc. for the provision of grant management, administration and implementation for community redevelopment projects, for an initial three (3) year period, which expired on November 30, 2023.

Agenda Request Form Continued (24-0735)

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

3. August 7, 2023, the Parties entered into the First Amendment to the Original Agreement to renew the term for an additional one (1) year period, which expires on November 30, 2024.

4. The Planning and Economic Development Department recommends that the City Commission approve this Second Amendment to renew the term for an additional and final one (1) year period, which shall commence on December 1, 2024, and naturally expire on November 30, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: None, administrative fees are funded by grants.

b) Amount budgeted for this item in Account No:

CDBG

121-554-0600-531501-0000-000-0000-02023 Current \$175,222.00

121-554-0600-531501-0000-000-0000-02024 Next Fiscal Year 10/1/24-9/30/25 \$167,739

SHIP

120-554-0600-531501-0000-000-0000-02024 Current \$129,830

120-554-0600-531501-0000-000-0000-02025 Next 7/1/25-6/30/26 Estimate: \$129,830

c) Source of funding for difference, if not fully budgeted: Grant Funded. Services provided are Federal and State grant funded. Services provided based on grant allocation which changes from year to year.

d) 5-year projection of the operational cost of the project: Not Applicable.

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(C) Environmental Systems Research Institute, Inc. - ArcGIS Software and Licensing - Renewal

- 1. On September 20, 2021, the City entered into an Agreement with Environmental Systems Research Institute, Inc. (“ESRI”) for an initial three (3) year period, which will expire on September 30, 2024.
- 2. ESRI provides ArcGIS software and licensing through ESRI’s Small Municipal and County Government Enterprise Agreement (“SGEA”).
- 3. Section 3.5 of the SGEA authorizes a three (3) year follow-on term after the initial term of the Agreement.
- 4. The Technology Services Department recommends that the City Commission approve the follow-on agreement for the three (3) year term commencing on September 13, 2024, and expiring on September 12, 2027, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost: \$384,000 (\$128,000 Annually)
- b) Amount budgeted for this item in Account No: 001-513-2002-552652-0000-000-0000-| Non-capital Software & License
- c) Source of funding for difference, if not fully budgeted: Not Applicable
- d) 3-year projection of the operational cost of the project:

	Current FY	FY 2024-25	FY 2025-26
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$128,000.00	\$128,000.00	\$128,000.00
Net Cost	\$128,000.00	\$128,000.00	\$128,000.00

- e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(D) Imagine Learning LLC - Student Online Services - Renewal

Agenda Request Form Continued (24-0735)

1. On August 5, 2020, the City entered into the Original Agreement with Edgenuity, Inc. for a one (1) year period, which naturally expired on July 31, 2021.
2. Edgenuity, Inc. was an online content provider that specialized in providing K-12 digital educational resources and instructional services to the City's Charter Schools.
3. Section 8a of the Original Agreement authorized renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On August 4, 2021, the City Commission approved renewal of the Original Agreement, for a one (1) year period which naturally expired on July 31, 2022.
5. Edgenuity, Inc. was acquired by Imagine Learning, LLC.
6. On June 15, 2022, and on June 21, 2023, the City Commission approved renewal of the licenses under the Imagine Learning Agreement terms and conditions, each time for a one (1) year period, the latter of which expired on July 31, 2024.
7. The City's Charter Schools recommends that the City Commission approve this renewal for a one (1) year period to commence as of August 1, 2024, and naturally expire on July 31, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost: \$26,400.00
- b) Amount budgeted for this item in Account No: Funds will be budgeted for this expense within the Pembroke Pines Charter Schools 2024-2025 Adopted Charter School Budget within the following budgetary accounts for Non-Capital Software & Licenses:

School Site	Account Coding	Amount
West Middle	171-569-5052-552652-5102-369-0000-00553	\$3,960.00
Central Middle	171-569-5052-552652-5102-369-0000-00554	\$3,960.00
Academic Village Middle	172-569-5053-552652-5102-369-0000	\$1,980.00
Academic Village High	172-569-5053-552652-5103-369-0000	\$16,500.00
Total		\$26,400.00

- c) Source of funding for difference, if not fully budgeted: Not applicable.
- d) 1-year projection of the operational cost of the project:

	School FY2025
Revenues	\$0.00
Expenditures	\$26,400.00
Net Cost	\$26,400.00

- e) Detail of additional staff requirements: Not applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not applicable.

(E) Keylite Power and Lighting Corp. - Services and Maintenance for the City’s Fire Station Alerting System - Renewal

- 1. On November 27, 2023, the City entered into an Agreement with Keylite Power and Lighting Corp. for the provision of services and maintenance for the City’s Fire Station Alerting System, for an initial period, which expires on September 30, 2024.
- 2. Section 12 of the Original Agreement authorizes the renewal of the Original Agreement for four (4) additional one (1) year renewal terms upon providing a written notice of the City’s intent to renew at least 30 days prior to the expiration.
- 3. The Fire Department recommends that the City Commission approve this First Amendment to increase the annual fee from \$43,934.33 to \$45,252.36 and to renew the term for an additional one (1) year period, which shall commence on October 1, 2024, and naturally expire on September 30, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) Annual Renewal Cost: \$45,252.36
- b) Amount budgeted for this item in Account No: \$45,253.00 in account 001-529-4003-546800-0000-000-0000 (Maintenance Contract)
- c) Source of funding for difference, if not fully budgeted: Not Applicable.
- d) 1-year projection of the operational cost of the project:

	FY2025
Revenues	\$0.00
Expenditures	\$45,253.00
Net Cost	\$45,253.00

- e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

Agenda Request Form Continued (24-0735)

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

**(F) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee
Partnership Agreement - Renewal**

1. On December 6, 2016, the City entered into a Trustee Partnership Agreement with The Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. for an initial one (1) year period, which expired on November 30, 2017.
2. The Partnership Agreement allows for a relationship between the City and the Chamber to increase the level of member benefits offered by the Chamber, and facilitate the growth of the Chamber for the benefit of the residents and businesses in the regional community.
3. Section 3.1 of the Original Agreement, as amended, authorizes the renewal of the Original Agreement on an annual basis upon mutual consent, evidenced by written Amendments extending the term thereof.
4. The term of the Original Agreement, as amended, has been renewed seven (7) times extending the term up to November 30, 2024.
5. On May 31, 2024, the City executed the Seventh Amendment to the Original Agreement which included additional events as part of the Agreement and this addition increased the membership fee from \$8,000.00 to \$24,000.00.
6. The Planning & Economic Development Department recommends that the City Commission approve this Eighth Amendment to renew the term for an additional one (1) year period, which shall commence on December 1, 2024, and naturally expire on November 30, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost: \$24,000.00
- b) Amount budgeted for this item in Account No:
001-519-0800-554100-0000-000-0000-00000 (Memberships Dues Subscription)
- c) Source of funding for difference, if not fully budgeted: Not Applicable

Agenda Request Form Continued (24-0735)

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

	FY2025
Revenues	\$0.00
Expenditures	\$24,000.00
Net Cost	\$24,000.00

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(G) Pines Care Medical Center, LLC. - Lease Agreement (Silver Emporium) - Renewal

1. On November 4, 2013, the City entered into an Agreement with Pines Care Medical Center, LLC for the lease of premises at the City's Silver Emporium property located at 501 NW 103rd Avenue, Pembroke Pines, FL 33026, for an initial three (3) year period, which expired on November 3, 2016.

2. The Original Agreement, as amended, may be renewed upon the mutual consent of the City and Pines Care Medical Center, LLC, as evidenced by a written amendment extending the term thereof.

3. On January 4, 2017, the City executed the First Amendment to the Original Agreement to reduce the premises square feet from 5,000 to 3,176, to revise the monthly base rent to \$5,072.50, and to renew the term for an additional five (5) year period, which expired on November 3, 2021.

4. One August 4, 2021, the City executed the Second Amendment to the Original Agreement, as amended, to renew the term for an additional three (3) year period, which expires on November 3, 2024.

5. The Community Services Department recommends that the City Commission approve this Third Amendment to increase the monthly base rent to \$7,104.33 plus applicable taxes and to renew the term for an additional three (3) year period, commencing on November 4, 2024, and expiring on November 3, 2027, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Revenue: \$85,251.96 - Rent Charge as of 11/1/2024 is \$7,104.33.
- b) Amount budgeted for this item in Account No: Pines Point - 001-554-8002-362030-0000-000-0000 (Rental - City Facilities)
- c) Source of funding for difference, if not fully budgeted: Not Applicable.
- d) 3-year projection of the operational cost of the project

	FY2025	Year 2026	Year 2027
Revenues	\$78,147.63	\$85,251.96	\$7,104.33
Expenditures	\$0.00	\$0.00	\$0.00
Net Revenue	\$78,147.63	\$85,251.96	\$7,104.33

- e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(H) Polydyne, Inc. - Purchase of CLARIFLOC A-3333P Polymer - Renewal

1. On November 13, 2019, the City entered into an Agreement with Polydyne, Inc. for the provision of CLARIFLOC A-3333P Polymer, for an initial period, which expired on September 30, 2020.
2. Section 4.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments.
3. On June 3, 2020, the Parties executed the First Amendment to the Original Agreement to renew the term for an additional one (1) year period, which expired on September 30, 2021.
4. On August 4, 2021, the Parties executed the Second Amendment to the Original Agreement, as amended, to increase the total annual compensation from \$27,946.00 to \$29,930.00 and to renew the term for an additional one (1) year period, which expired on September 30, 2022.
5. On August 8, 2022, the Parties executed the Third Amendment to the Original Agreement, as

Agenda Request Form Continued (24-0735)

amended, to increase the total annual compensation from \$29,930.00 to \$33,000.00 and to renew the term for an additional one (1) year period, which expired on September 30, 2023.

6. On August 8, 2023, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to renew the term for an additional one (1) year period, which expires on September 30, 2024.

7. The Utilities Department recommends that the City Commission approve this Fifth Amendment to renew the term for an additional one (1) year period, which shall commence on October 1, 2024, and naturally expire on September 30, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) Initial Cost: \$33,000 (20,000 lbs. estimated annual usage x \$1.65)
- b) Amount budgeted for this item in Account No: Funds will be available in Account No. 471-533-6031-552430-0000-000-0000- (Operating chemicals)
- c) Source of funding for difference, if not fully budgeted: Not Applicable.
- d) 1-year projection of the operational cost of the project:

	FY2025
Revenues	\$0.00
Expenditures	\$33,000.00
Net Cost	\$33,000.00

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

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(I) RS Photography, LLC. D/B/A TSS Photography - Recreational Soccer Photography Services - Renewal

1. On January 31, 2023, the City entered into an Agreement with RS Photography, LLC. dba TSS Photography for the provision of photography services for the City's Recreation Soccer Program, for an initial period, which expired on November 30, 2023.

Agenda Request Form Continued (24-0735)

2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
3. On August 7, 2023, the City entered into the First Amendment to the Original Agreement to renew the term for an additional one (1) year period, which expires on November 30, 2024.
4. The Recreation Department recommends that the City Commission approve this Second Amendment to renew the term for the final one (1) year period available, which shall commence on December 1, 2024, and naturally expire on November 30, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) Estimated Renewal Revenue: \$2,000.00
- b) Amount budgeted for this item in Account No: 001-000-7001-347225-0000-000-0000-001 - Youth Athletic Program
- c) Source of funding for difference, if not fully budgeted: Not Applicable
- d) 1-year projection of the operational cost of the project:

	FY2025
Revenues	\$2,000.00
Expenditures	\$0.00
Net Revenue	\$2,000.00

- e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(J) Hillers Electrical Engineering, Inc. - Power Electric Engineering Services for Utilities Department - Non-renewal

1. On November 13, 2019, the City entered into an Agreement with Hillers Electrical Engineering, Inc. for the provision of electrical engineering services for the Utilities Department, for an initial three (3) year period, which expired on November 12, 2022.

Agenda Request Form Continued (24-0735)

2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
3. On December 9, 2021, the City entered into the First Amendment to revise the total compensation amount from \$225,000 annually for the three (3) year term to \$675,000 total for the initial term of the Agreement.
4. On August 15, 2022, the City entered into the Second Amendment to revise the compensation amount of \$675,000.00 for the initial term and \$225,000.00 for each subsequent renewal term, and to renew the term for an additional one (1) year period, which expired on November 12, 2023.
5. On August 9, 2023, the City entered into the Third Amendment to renew the term for the final one (1) year renewal period available, which expires on November 12, 2024.
6. The Original Agreement does not allow for any further renewals. The Utilities Department does not need a new agreement for these services since all the electrical engineering projects has been completed.

(K) Lexipol LLC - Law Enforcement Wellness App - Non- Renewal

1. On June 15, 2022, the City entered into a Master Service Agreement with Leixpol, LLC for an initial one (1) year period, which expired on July 11, 2023.
2. Lexipol, LLC provides the City's Police Department with the Cordico Shield Law Enforcement Wellness App.
3. Section 2 of the Original Agreement authorizes the renewal of the Original Agreement for successive one (1) year renewal terms.
4. On June 21, 2023, the City Commission approved the one (1) year renewal, extending the term to July 11, 2024. In addition, following provider delays in service, Lexipol, LLC further extended the term to October 11, 2024.
5. The Police Department has elected not to further renew the term of the Original Agreement.

(L) Nearpod, Inc. - License for Digital Instructional Platform - Non-Renewal

1. On September 3, 2020, the City entered into an Agreement with Nearpod, Inc. for an initial one (1) year period, which commenced on August 17, 2020, and expired on August 16, 2021.

Agenda Request Form Continued (24-0735)

2. Nearpod, Inc. provides licenses for access to Nearpod and Flocabulary online learning materials for the City's Charter Schools, grades K-12.
3. The Original Agreement allows for the term to be renewed automatically for successive periods of one (1) year.
4. On August 4, 2021, the City renewed the term of the Original Agreement with Nearpod, Inc. for an additional one (1) year term and extended it to expire on October 6, 2022. The Agreement was since successively renewed twice and will expire on October 6, 2024.
5. The City's Charter Schools have now elected not to renew the licenses for an additional term and the services will terminate on October 6, 2024. Notice of non-renewal has been provided to the vendor in accordance with the Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2024

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 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 RSC Insurance Brokerage, Inc. 9350 S Dixie Hwy Suite 1400 Miami FL 33156	CONTACT NAME: PHONE (A/C, No, Ext): (305) 446-2271 FAX (A/C, No): E-MAIL ADDRESS: MIA-Certificates@Risk-Strategies.com														
INSURED Keylite Power & Lighting Corporation 12240 SW 128th Court Units 106-108 Miami FL 33186	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Indemnity Co of Amer</td> <td>25666</td> </tr> <tr> <td>INSURER B: National Union Fire Insurance Co of Pit</td> <td>19445</td> </tr> <tr> <td>INSURER C: FFVA Mutual Insurance Co</td> <td>10385</td> </tr> <tr> <td>INSURER D: Federal Insurance Co</td> <td>20281</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Co of Amer	25666	INSURER B: National Union Fire Insurance Co of Pit	19445	INSURER C: FFVA Mutual Insurance Co	10385	INSURER D: Federal Insurance Co	20281	INSURER E:		INSURER F:	
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INSURER C: FFVA Mutual Insurance Co	10385														
INSURER D: Federal Insurance Co	20281														
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** CL2462865369**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	X		4T-CO-8P567278-TIA-24	7/17/2024	7/17/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> XCU Included						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			810-8P567070-24-2S-G	7/17/2024	7/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			EBU 048296048	7/17/2024	7/17/2025	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$ 0						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WC840-0035041-2024A	7/17/2024	7/17/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			4546-58-58 EUC	7/17/2024	7/17/2025	Scheduled Equipment \$264,023 Leased/Rented \$100,000

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

City of Pembroke Pines is Additional Insured with respects to General Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines
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

R Ins. Brokerage/PREL

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SERVICE AGREEMENT

This Service Agreement ("Agreement") is made by and between Keylite Power & Lighting Corp. ("Keylite"), with its principal place of business at 12312 SW 128th Court, Unit 107 Miami, FL 33187, Honeywell International Inc. through its US Digital Designs group ("USDD") with its principal place of business at 1835 East Sixth Street, Suite 27, Tempe, Arizona 85281, and the following entity ("City"):

City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

1. Recitals.

- a. Keylite entered into a contract (the "Prime Contract") with Broward County, Florida, for the provision, in part, of USDD's Phoenix G2 Fire Station Alerting System (the "System" as more fully defined below) to County's Dispatch Centers and Dispatch Customers.
- b. The City acquired the System either pursuant to provisions of the Prime Contract, or independently from Keylite or other authorized reseller of the System, and will require software maintenance and hardware repair services for the System after expiration of the warranty period.
- c. USDD as the manufacturer, is the only entity able to provide the required software and hardware maintenance and repair, and has agreed to provide service System pursuant to the terms, conditions and limitations of this Agreement.
- d. Keylite has agreed to provide Enhanced Services (as defined below) that may be required under the Prime Contractor offered to City as part of an independent sale, and to provide service, maintenance and support for components that are not part of the System, but purchased in connection with the System.
- e. Keylite and USDD have agreed to provide the services to City's System pursuant to the terms, conditions and limitations of this Agreement.
- f. In consideration of the foregoing, and for other good and valuable consideration, the parties hereby agree to the terms set forth in this Agreement.

2. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:



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- a. "Additional Services" shall have the meaning set forth in Section 7, below;
- b. "Annual Fee" shall mean the total of the annual fee charged by Keylite for Services.
- c. "Application or App" shall mean the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices.
- d. "Commencement Date" shall be October 1, 2023.
- e. "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation provided to City by USDD through Keylite, provided however, Hardware shall not include any televisions or monitors manufactured by third parties;
- f. "Emergency Support" means telephone access for City's "System Administrator" (as defined below) to USDD's senior staff and engineers in the event of a Mission Critical Failure.
- g. "Enhanced Services" shall mean the support and maintenance services to be provided by Keylite, and more specifically set forth in Section 10 below;
- h. "Mission Critical Failure" means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of USDD's direct control does not constitute a Mission Critical Failure.
- i. "Services" shall have the meaning set forth in Section 3, below;
- j. "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation, and design data that are licensed to City by USDD;
- k. "System" means all Hardware and Software purchased by City either directly from USDD or authorized USDD Reseller under any contract, purchase order, or arrangement that is used exclusively by City as part of its fire station alerting system, provided however, that the term "System" specifically excludes any components, hardware, or software provided by third parties, including without limitation City's computers, laptops, computer peripherals, monitors, televisions,



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routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to City directly by USDD;

1. "Term" means the period of time during which this Agreement is in effect, including the Initial Term and all Additional Terms, as defined in Section 9, below.

3. USDD Scope of Services. During the Term of this Agreement, USDD agrees to provide Hardware repair service and Software updates and maintenance for the System (collectively the "Services"). Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:

- a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- c. Emergency Support, available 24 hours per day, for City's System Administrator in the event of a Mission Critical Failure;
- d. Updates for all System Software, as and when released by USDD;
- e. Twenty-four (24) App licenses per each ATX Station Controller that is part of the System and covered under this Agreement. Use of the App shall be strictly governed by the *Mobile Application End User's Agreement* that must be accepted by each user at the time the software is downloaded.
- f. Advance replacement of defective or malfunctioning Hardware (not otherwise covered under USDD's warranty applicable to the Hardware) subject to USDD's Return Material Authorization ("RMA") Process described below; and
- g. Ground shipping for the return of repaired Hardware.

Any services to be provided pursuant to the service option chosen by End User as set forth in Section 13 not specifically cited above to be performed by USDD, and any Enhanced Services shall be the sole responsibility of Keylite.

4. Claims. Prior to requesting Services, City is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, City must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Term. USDD's technical support contact information can be found on USDD's website: <http://stationalerting.com/service-support/>. City must use its best efforts to assist in diagnosing



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defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

5. **Advance Replacement of Hardware.** If a Hardware component requires repair during the Term, Keylite or City shall initiate the RMA process as described below. Upon approval, USDD will cause shipment of a replacement Hardware component to City prior to the defective Hardware component being returned to USDD for repair. The replacement Hardware will be a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Hardware. When a product is exchanged, any replacement item becomes the City's property and the replaced item becomes the property of USDD. Replaced Hardware provided by USDD in fulfillment of the Services must be used in the System to which this Agreement applies.

6. **Return Material Authorization Process.** If Keylite or City makes a claim for an advanced replacement of a Hardware component during the Term, City and/or Keylite shall provide USDD with the Hardware component model and serial number and failure information to initiate the RMA process. Upon USDD's issuance of the RMA, USDD will send the replacement Hardware, shipped postage paid ground shipping to the address provided by City. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Hardware is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the hardware that City or Keylite is returning. The original hardware must be returned in the shipping box provided by USDD. No goods will be accepted for exchange or return without a pre-approved RMA number. The original hardware must be shipped back within 10 days of receiving the replacement. Failure to return the original hardware will cause City to incur a replacement charge equal to full market value of the replacement Hardware.

7. **No Fault Found.** USDD reserves the right to charge 50% of the standard repair price if the returned Hardware is found to have no fault. City understands that this fee is intended to discourage return of Hardware prior to proper troubleshooting or return because the Hardware is "old." Hardware returns will not be allowed if, upon examination of the returned Hardware component, it is determined that the Hardware was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair or improper testing. In such event, Honeywell shall invoice Customer for the full market value of the replacement Hardware.

8. **Limitations.** The Services specifically and expressly exclude any repair, software installation, update, or other service that is necessitated by the City's misuse or neglect of the System, damage arising from City's failure to follow instructions relating to the product's use, cosmetic damage, including but not limited to scratches, dents and broken plastic on ports, alterations or repairs to the System made by any person other than an authorized USDD



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representative, failure of environmental controls or improper environmental conditions, modification to alter functionality or capability without the written permission of USDD, use with non-USDD products, any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, or other acts of nature or civil unrest. The Services shall not include disassembly or re-installation of any Hardware at City's site. The Services shall not include the repair of any Hardware that is determined to be obsolete or irreparable in USDD's sole discretion. The Services shall not include repair or replacement of televisions or monitors manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. USDD shall not be liable to provide Services at any time when City is in breach of any obligation to USDD under this Agreement or any other contract.

9. **Additional Services by USDD.** Except for the Services, all other acts or performances requested or required of USDD by City ("Additional Services") will be charged at USDD's then current rates and will be in addition to all other fees and charges payable by City under this Agreement. Additional Services shall include (without limitation) City's use of Emergency Support in the absence of a Mission Critical Failure and any Services provided by USDD on a rush basis or during hours not included in the description of the Services set forth above. City shall pay all invoices for Additional Services within 30 days. Invoices remaining unpaid for more than 30 days shall bear interest at 18% per annum.

10. **Enhanced Services.** In addition to the Services to be performed by USDD under this Agreement, in connection with the Purchase Order(s) or other purchasing documents, Keylite shall perform the following services ("Enhanced Services"):

- a. Technical service work and support, mileage, and parts 24/7/365 to maintain the above equipment to its original manufacturer's specifications as long as parts and support are provided by the original manufacturer.
- b. On-site support of installed hardware, assisting USDD by replacing with provided spares if available or replacement hardware from USDD as needed.
- c. On-site support for radio interfaced to USDD for over-the-air dispatch notification.

11. **City Facilitation of Services.** In order to facilitate USDD's delivery of the services, City will appoint a person from its staff to consult with USDD and provide such information, access, description, and guidance as is necessary for USDD to perform its duties hereunder ("System Administrator"). The City will ensure that the System Administrator is reasonably available to USDD. USDD may rely on the direction of the System Administrator in performing its duties hereunder, including without limitation, direction to provide Additional Services. In the absence of the designated System Administrator, USDD will contact Keylite. Without limiting the foregoing, City will be responsible for the following:



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- a. Remote network access to the City's System, including its Communications Gateways (if applicable), Station Controllers, and other USDD-supplied equipment through VPN using Secure Shell (SSH) to perform implementation and support tasks under this Agreement. USDD will only access City's System with the knowledge and consent of City.
- b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "City Equipment"), including printer paper, toner and ink necessary for the operation, testing, troubleshooting, and functionality of the of the System;
- c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the City Equipment, including the replacement of UPS batteries as necessary;
- d. The correct use of the System in accordance with USDD's operating instructions; and
- e. The security and integrity of the System.

12. **Ongoing Service Term, Renewal and Termination.** The initial term of this Agreement shall begin on the Commencement Date and shall continue for one year ("Initial Term"). Unless previously terminated as set forth in this Section, City may renew this agreement for four (4) additional one-year terms (each an "Additional Term") by giving written notice of City's intent to renew at least 30 days prior to the expiration of the Initial Term or any Additional Term, as the case may be, or by timely payment of the "Annual Fee" (as defined below). This Agreement may be terminated by either party by providing written notice of termination to the other party at least 30 days prior to the expiration of the Initial Term or any Additional Term. Either party may terminate this Agreement for any breach hereof upon 30 days written notice. The notice shall specify the nature of the breach. If the Breaching party fails to cure the breach within 30 days, this Agreement may be terminated. Notwithstanding the foregoing, USDD or Keylite may terminate this Agreement immediately upon non-payment of any undisputed sum (except for any prepayment services or hardware not received) due from City under this Agreement or any other contract. Upon termination of this Agreement, all sums previously paid to Keylite and to USDD shall be non-refundable.

13. **Annual Fees.** On or before the first day of the Initial Term and each Additional Term (each a "Due Date"), City shall pay Keylite an Annual Fee in advance for the Services and Enhanced Services to be delivered hereunder.

✓	Service Options, A: Premium Support; B: Standard Support; <u>or</u> C: Basic Support. Check the box to the left to indicate the level of support applicable here.
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—	Option A: Premium Support includes: 24/7/365 1 hour telephone support; Includes Next Business Day priority shipping from factory replacement, field replacements; Includes 24/7/365 2 hours onsite response, +4 hours uptime guarantee; Includes all active parts and equipment supplied to repair or replace; Includes all station wiring, connectors; Includes batteries; Includes annual on-site test and optimization; Includes software maintenance. Includes onsite software upgrades as necessary; Includes annual remedial training class if necessary includes annual engineering review Includes 24 licenses G2 Mobile FSAS application (iPhone or Android) per each ATX Station Controller that is part of the System and covered under this Agreement; Includes priority restoration service, external antenna wind.
X	Option B: Standard Support includes 24/7/365 1 hour telephone support; Includes Next Business Day priority shipping from factory replacement, field replacements; Includes 24/7/365 2 hours onsite response, +4 hours uptime guarantee; Includes all parts and active equipment supplied to repair or replace; Includes software maintenance; Includes onsite software upgrades as necessary Includes 24 licenses G2 Mobile FSAS application (iPhone or Android) per each ATX Station Controller that is part of the System and covered under this Agreement.
—	Option C: Basic Support includes: 24/7/365 1 hour telephone support; Includes Next Business Day priority shipping from factory replacement, field replacements; Includes remote software maintenance, upgrades; Includes 24 licenses G2 Mobile FSAS application (iPhone or Android) per each ATX Station Controller that is part of the System and covered under this Agreement; On-site field labor rates per contract (\$105 per hour year 1, CPI annual escalator) plus return mileage for onsite work

City shall pay the Annual Fee on or before the Due Date or 30 days after the date of the invoice, whichever is later. Annual Fees are nonrefundable. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

City acknowledges that the Annual Fees referenced herein covers only Hardware and Software purchased pursuant to its initial Purchase Order(s) or other purchasing documents. In the event City purchases additional Hardware and Software during the Term of this Agreement to be used with the System, upon expiration of the warranty on such additional Hardware and Software, City, USDD and/or Keylite may enter into separate Service Agreements for such additional Hardware and Software, or include the annual fee for servicing such additional Hardware and Software to the Annual Fee, as the parties may mutually agree.

14. Limited Warranty. USDD and Keylite warrant that the Services performed hereunder will be carried out with due care and attention by qualified personnel. Defective Hardware subject to repair hereunder will be repaired to good working order. USDD does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or



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error-free. USDD is not responsible for damage arising from City's failure to follow instructions relating to the System's use. This Agreement does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. This Agreement does not apply to monitors or televisions manufactured by third parties. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Agreement. This Agreement does not apply to: (a) consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) damage caused by use with non-USDD products or products provided by Keylite; (d) damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) damage caused by operating the Product outside the permitted or intended uses described by USDD and Keylite; (f) damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or an USDD authorized installer or service provider; (g) a Product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) to any Product from which the serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS AGREEMENT AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS, OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, HONEYWELL SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, HONEYWELL IS NOT RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO: LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.



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15. ALL PRODUCT AND SERVICE CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THIS SERVICE AGREEMENT. USDD'S AGGREGATE LIABILITY IN CONNECTION WITH THE REPAIR OR REPLACEMENT OF HARDWARE UNDER THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF THE AGGREGATE PURCHASE PRICE OF THE HARDWARE PAID BY CUSTOMER TO HONEYWELL (i) GIVING RISE TO THE CLAIM OR (ii) PROCURED BY CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM AROSE. USDD'S AGGREGATE LIABILITY IN CONNECTION WITH SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTION OR RE-PERFORMANCE OF THE DEFECTIVE SERVICES OR REFUND OF FEES PAID FOR THE SERVICES, AT USDD'S SOLE ELECTION, IF CITY NOTIFIES USDD IN WRITING OF DEFECTIVE SERVICES WITHIN NINETY (90) DAYS OF THE DEFECTIVE SERVICES. CITY SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST USDD MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. USDD disclaims any representation that it will be able to repair any hardware under this Service Agreement or make a product exchange without risk to or loss of the programs or data stored thereon.

16. **Force Majeure.** Neither party will be liable for any act, omission, or failure to fulfill its obligations under this Agreement if such act, omission or failure arises from any cause beyond its control including acts of nature, strikes, lockouts, riots, acts of war, acts of terrorism, epidemics, pandemics, acts of God, governmental action after the date of this Agreement, fire communication line failures, power failures, earthquakes or other disasters. The party unable to fulfill its obligations due to Force Majeure will immediately:

- a. Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and
- b. Use all responsible endeavors to avoid or remove the cause and perform its obligations.

17. **Headings and Usage.** The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this Agreement. When the context of the words used in this Agreement indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity or entities actually referred to require.

18. **Waiver.** No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Agreement shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this Agreement.



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19. **Governing Law; Venue; and Parties in Interest.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and will bind and inure to the benefit of the successors and assigns of the parties. Venue for a lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

20. **Execution in Counterparts.** This Agreement 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 Agreement 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.

21. **Entire Agreement.** This Agreement contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This Agreement may not be amended, altered, or changed except by the express written agreement of the parties.

22. **Joint Effort.** This Agreement has been drafted through the joint efforts of the parties and shall not be construed against any party on the basis that such party is the drafter of this Agreement or any term thereof.

23. **Savings Clause.** In the event any part, provision, or term of this Agreement is deemed to be illegal or unenforceable, this Agreement shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provisions, or term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the Agreement shall remain in full force and effect.

24. **SCRUTINIZED COMPANIES**

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 an agency or local governmental entity for goods or services if:

Any amount of, at the time of 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

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:



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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 215.73, Florida Statutes; or

Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the CONTRACTOR, 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 in Syria.

In the event CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel, the City has the right to terminate this Agreement.

25. E-VERIFY

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.

1) Definitions for this Section:

"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.

"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.

"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.

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:



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- a) All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by CONTRACTOR to perform work pursuant to the contract with the City of Fort Lauderdale. 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 Lighthouse Point; and
- c) 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.

26. Images and Testimonials. During the term of this Service Agreement, with advance notice and approval by City, USDD may take, make or obtain images, pictures, photographs, commentary, and video and audio recordings of City's System and property and reproductions of the same in whole or in part, either digitally or in any other medium now known or later discovered (collectively "Images"). In addition, USDD may request City to provide testimonials, endorsements, feedback or other written or oral comments concerning City's experience with the System (collectively "Testimonials"). Prior approval is required for any usage of the City's seal.

27. Public Records. The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. Keylite and USDD shall comply with Florida's Public Records Law. Specifically, Keylite and USDD shall:



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- a. Keep and maintain public records required by the City to perform the services;
- b. 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 Statute, or as otherwise provided by law;
- c. 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 contract term and following completion of the contract if the contractor does not transfer the records to the City; and
- d. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfer all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically 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.
- e. The failure of Keylite and USDD to comply with the provisions of set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.
- f. **IF KEYLITE AND/OR USDD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, KEYLITE AND USDD'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**

28. Non-Discrimination & Equal Opportunity Employment. During the performance of the Agreement, neither Keylite or USDD 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



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qualified. Keylite and USDD 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. Keylite and USDD 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. Keylite and USDD further agrees that Keylite and USDD will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

29. **City Representative.** The undersigned representative of the City hereby represents and warrants that s/he has the authority to bind City and that the execution, delivery and performance by City under this Agreement will not violate the provisions of any law, rule, regulation or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which City is a party.

30. **Insurance.**

30.1 Keylite and USDD expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Keylite and/or USDD 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 required.

30.2 Keylite, USDD, AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until Keylite and/or USDD has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

30.3 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.



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30.4 Certificates of Insurance shall provide for thirty (30) calendar days' prior written notice to the City in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either Keylite, USDD, or their Insurance Broker must agree to provide notice.

30.5 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, Keylite and USDD shall furnish, at least forty-five (45) calendar 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. Keylite and USDD shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. Keylite and USDD shall be liable to City for any lapses in service resulting from a gap in insurance coverage.

30.6 REQUIRED INSURANCE

Keylite and USDD shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

☒ 30.6.1 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:

Each Occurrence Limit - \$1,000,000

Fire Damage Limit (Damage to rented premises) - \$100,000

Personal & Advertising Injury Limit - \$1,000,000

General Aggregate Limit - \$2,000,000

Products & Completed Operations Aggregate Limit - \$2,000,000

Aggregate Reduction: CONTRACTOR shall advise the City in the event any aggregate limits are reduced below the required per-occurrence limit. At its own expense, the CONTRACTOR will reinstate the aggregate limits to comply with the minimum requirements and shall furnish the City with a new certificate of insurance showing such coverage is in force.

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. (For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit) The City of Pembroke Pines must be shown as an additional insured with respect



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to this coverage. The City's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

✓ ☐ 30.6.2 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 for City to exempt CONTRACTOR.

Yes No

✓ ☐ 30.6.3 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

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

✓ ☐ 30.6.4 Umbrella/Excess Liability Insurance in the amount of \$2,000,000.00 as determined appropriate by the City depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability.



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This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The City's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

30.7 REQUIRED ENDORSEMENTS

30.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

30.7.2 Waiver of all Rights of Subrogation against the City.

30.7.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the City.

30.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.

30.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City.

30.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property Policies as their interest may appear.

30.8 Any and all 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.

30.9 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.

30.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

31. **Independent Contractor.** The Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that Keylite and USDD are independent contractors under the 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,



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by Honeywell

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. Keylite and USDD shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Keylite and/or USDD's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under the Agreement shall be those of Keylite and/or USDD, which policies of Keylite and USDD shall not conflict with City, State, or Federal policies, rules or regulations relating to the use of Keylite and USDD's funds provided for herein. Keylite and USDD agree that they are 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. The Agreement shall not be construed as creating any joint employment relationship between Keylite, USDD, and the City and the City will not be liable for any obligation incurred by Keylite and/or USDD, including but not limited to unpaid minimum wages and/or overtime premiums.

32. **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
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

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) 771-4500
Facsimile No. (954) 771-4923

Keylite: **Troy Bailey**
Keylite Power & Lighting Corp.
12240 SW 128 CT Unit 107
Miami, FL 33187
E-mail: tbailey@teamkeylite.net
Telephone No: 305-232-9910
Cell phone No: 504-491-2384



35. **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Keylite and/or USDD without the prior written consent of City. For purposes of this Agreement, any change of ownership of Keylite and/or USDD shall constitute an assignment which requires City approval. However, this Agreement shall run to the benefit of City and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.



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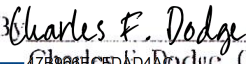
IN WITNESS OF THE FOREGOING, the parties execute this Agreement as follows:

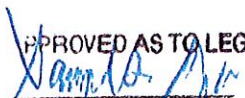
CITY:

CITY OF PEMBROKE PINES, a Florida
municipality.

By 
FRANK C. ORTIS, Mayor

DocuSigned by:

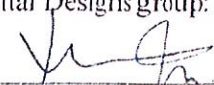
By  November 27, 2023
Charles F. Dodge, City Manager

APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY
DATED: 11/26/23

Keylite Power & Lighting Corp.

By 
ANGIL MUNOZ, President

Honeywell International Inc. through its US
Digital Designs group:

By 
Asim Akram, General Manager

INVOICE**Keylite Power & Lighting Corp.**12240 128th Ct
Miami, FL 33186

jm@teamkeylite.net

+1 (305) 232-9910

**City of Pembroke Pines****Bill to**City of Pembroke Pines
PO Box 9000
Pembroke Pines, FL 33084**Ship to**City of Pembroke Pines
PO Box 9000
Pembroke Pines, FL 33084**Invoice details**

Invoice no.: 5338

Terms: Net 30

Invoice date: 09/26/2023

Due date: 10/26/2023

	Product or service	Amount
1.	Support Service Option B FSA Support Service Option B: Standard On-site Support Station 33	1 unit × \$7,204.71 \$7,204.71
2.	Support Service Option B FSA Support Service Option B: Standard On-site Support Station 69	1 unit × \$7,050.67 \$7,050.67
3.	Support Service Option B FSA Support Service Option B: Standard On-site Support Station 79	1 unit × \$7,204.71 \$7,204.71
4.	Support Service Option B FSA Support Service Option B: Standard On-site Support Station 99	1 unit × \$7,307.62 \$7,307.62
5.	Support Service Option B FSA Support Service Option B: Standard On-site Support Station 101	1 unit × \$7,660.33 \$7,660.33
6.	Support Service Option B FSA Support Service Option B: Standard On-site Support Station 89	1 unit × \$7,506.29 \$7,506.29

Total	\$43,934.33
--------------	--------------------

Ways to pay

Contact Keylite Power & Lighting Corp.

Jackie Munoz @ jm@teamkeylite.net or (305) 232.9910

Troy Bailey @ tbailey@teamkeylite.net or (504) 491-2384

Note to customer

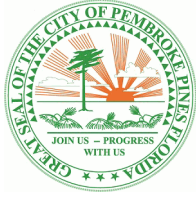
DocuSign Envelope ID: 972EAAEB-9A9B-4122-9C0C-4B5875278F96

FSR Annual Support Services Coverage

Coverage Period 10/01/2023 - 09/30/2024

3% CPI escalator

Broward County Contract No. R1426611P12_1



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 9.

File ID: 23-0817

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 10/31/2023

Short Title: Service Agreement with Keylite Power & Lighting Corp.

Final Action: 11/15/2023

Title: MOTION TO APPROVE THE AGREEMENT BETWEEN KEYLITE POWER & LIGHTING CORP., HONEYWELL INTERNATIONAL INC. THROUGH ITS US DIGITAL DESIGNS GROUP ("USSD"), AND THE CITY OF PEMBROKE PINES FIRE DEPARTMENT, FOR THE SERVICE AND MAINTENANCE OF THE FIRE STATION ALERTING SYSTEMS, FOR AN ANNUAL AMOUNT NOT TO EXCEED \$43,934.33, PURSUANT TO SECTIONS 35.18(C)(7)(D) AND 35.18(C)(7)(I) OF THE CITY'S CODE OF ORDINANCES.

***Agenda Date:** 11/15/2023

Agenda Number: 9.

Internal Notes:

Attachments: 1. Keylite Service Agreement, 2. Keylite Pricing, 3. 2017-12-20 - Commission Approval, 4. 2017 Replacement of Fire Station Alerting System Broward County Memo

Related Files:

1	City Commission	11/15/2023	approve	Pass
Action Text: A motion was made to approve on the Consent Agenda				
Aye: - 4 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, and Commissioner Castillo				
Nay: - 0				
Absent: - 1 Commissioner Good Jr.				

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinance is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- **Section 35.18(C) states that "Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:"**
- **Section 35.18(C)(7) states that "The following contractual services are not subject to the competitive procurement requirement:"**
- **Section 35.18(C)(7)(d) states that "Maintenance service and repair of equipment. When considered to be in the best interest of the city and recommended by the using department and the services to be performed are by the equipment manufacturer, manufacturer's service representative or a distributor of the manufacturer's equipment, the services may be procured without following the competitive sealed bid process;"**
- **Section 35.18 (C)(7)(i) states "Software licensing and maintenance with the company from which the software was purchased, or its authorized representative."**
- **Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."**
- **Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."**
- **Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."**

SUMMARY EXPLANATION AND BACKGROUND:

1. On December 20, 2017, the City Commission approved the purchase of six (6) fire station alerting systems for the Fire Department utilizing pricing established by Broward County's System and Services agreement with Keylite Power & Lighting Corp. for a total cost of \$446,436.59.
2. The City Commission's approval in 2017, allowed the Fire Department to switch from its outdated 15-year-old Motorola Zetron Alerting system to the modern Keylite Power & Lighting Corp. system. This transition was necessary as the old system was no longer supported with replacement parts. Furthermore, the City made this move to ensure compatibility with Broward County Fire Rescue and Communications' new generation of radio and dispatching systems. This upgrade not only enhanced the functionality of fire stations but also facilitated seamless integration with computer-aided dispatch (CAD), public safety microwave systems, and the P25 trunked radio system communications infrastructure.
3. The system, which was installed by Keylite Power & Lighting Corp., utilizes Phoenix G2 Station Alerting technologies which are manufactured by Honeywell International Inc. through its US Digital Designs Group (USDD). The Phoenix G2 system was built with the following critical objectives in mind; reducing response times, improving situational awareness and protecting the health of first responders.

Agenda Request Form Continued (23-0817)

4. The City's original agreement was for an initial one-year period which expired on April 30, 2019, and allowed for four (4) additional one-year renewal terms. The service agreement provides hardware repair service as well as software updates and maintenance for the system.
5. On December 5, 2018, the City Commission approved the First Amendment which allowed for the agreement to be extended until April 30, 2020.
6. On February 5, 2020, the City Commission approved the Second Amendment which allowed for the agreement to be extended until September 30, 2021, to align with the City's Fiscal Year-End.
7. On June 16, 2021, the City Commission approved the Third Amendment which allowed for the agreement to be extended until September 30, 2022.
8. On August 3, 2022, the City Commission approved the Fourth Amendment which allowed for the agreement to be extended for it's final one (1) year renewal term, which extended the agreement until September 30, 2023.
9. The Fire Department is requesting to enter into a new agreement to continue the service and maintenance of the fire stations' alerting system. The new agreement will be effective as of October 1, 2023, to ensure no lapse in coverage, for an initial one-year period. In addition, the agreement includes four additional one-year renewal options.
10. USDD as the manufacturer, is the only entity able to provide the required software and hardware maintenance and repair, and has agreed to provide service to the City's system pursuant to the terms, conditions and limitations of the agreement.
11. Keylite Power & Lighting Corp. has agreed to provide enhanced services that may be required under the prime contractor offered to the City as part of an independent sale, and to provide service, maintenance and support for components that are not part of the system, but purchased in connection with system. Enhanced services include:
 - a) Technical service work and support, mileage, and parts 24/7/365 to maintain the above equipment to its original manufacturer's specifications as long as parts and support are provided by the original manufacturer.
 - b) On -site support of installed hardware, assisting USDD by replacing with provided spares if available or replacement hardware from USDD as needed.
 - c) On-site support for radio interfaced to USDD for over-the-air dispatch notification.
12. The agreement includes three support options; premium, standard and basic. The Fire Department has selected to continue utilizing the standard support option which costs \$43,934.33 total for all six (6) fire station alerting systems for the annual period through September 30, 2024.
13. The Fire Department recommends City Commission approve the agreement between

Agenda Request Form Continued (23-0817)

Keylite Power & Lighting Corp., Honeywell International Inc. through its US Digital Designs Group ("USSD"), and the City of Pembroke Pines Fire Department, for the service and maintenance of the fire station alerting systems, for an annual amount not to exceed \$43,934.33, pursuant to Sections 35.18(C)(7)(d) and 35.18(C)(7)(i) of the City's Code of Ordinances.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$43,934.33.
- b) **Amount budgeted for this item in Account No:** \$43,934.33 is available in account # 001-529-4003-546800-0000-000-0000 (Maintenance Contract).
- 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:** Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.