



**THIRD AMENDMENT TO
BUSINESS LEASE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SAFEGUARD SERVICES, INC.**

THIS AMENDMENT ("Third Amendment"), dated this _____ day of _____, 2021, is 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 "LESSOR" or "LANDLORD",

and

SAFEGUARD SERVICES, INC., a profit corporation as listed with the Florida Division of Corporations, with a business address of **13975 Pembroke Road, Pembroke Pines, FL 33027**, hereinafter referred to as "LESSEE". "LESSOR" and "LESSEE" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **September 4th, 2018**, the Parties entered into the Business Lease Agreement ("Original Agreement") whereby LESSOR leased to LESSEE as tenant under the Original Agreement, a portion of the premises located at 13975 Pembroke Road, Pembroke Pines, FL 33027 for an initial **one (1) year period**, which expired on **May 31st, 2019**;

WHEREAS, the Original Agreement, as amended, authorized the renewal of the Original Agreement, as amended, at the expiration of the initial term for additional **one (1) year** terms pursuant to written amendments to the Original Agreement;

WHEREAS, on **January 30th, 2019**, the Parties executed the First Amendment to the Original Agreement to renew the term of the Original Agreement for a one (1) year period which expired on **May 31st, 2020**;

WHEREAS, on **May 6th, 2020**, the Parties executed the Second Amendment to the Original Agreement, as amended, to update the tax rate and to renew the term of the Original Agreement, as amended, for a one (1) year period commencing on **June 1st, 2020** and expiring on **May 31st, 2021**; and

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to renew the term of Original Agreement, as amended, for **one (1) year** commencing on **June 1st, 2021** and expiring on **May 31st, 2022** and to supplement the terms contained therein as set forth in this Third Amendment to Original Agreement.



WITNESSETH

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

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

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

SECTION 3. The Original Agreement, as amended, is hereby renewed for **one (1) year** commencing on **June 1st, 2021**, and naturally expiring on **May 31st, 2022**.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 5. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, and this Third Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 6. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Third Amendment. The exhibits, if not physically attached, should be treated as part of this Third Amendment and are incorporated herein by reference.

SECTION 7. Each person signing this Third Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Third 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 Third Amendment.

SECTION 8. This Third 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 Third 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.

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City of Pembroke Pines

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

ATTEST:

CITY:

CITY OF PEMBROKE PINES

BY: _____

MARLENE D. GRAHAM,
CITY CLERK

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

Print Name: _____
OFFICE OF THE CITY ATTORNEY

LESSEE:

SAFEGUARD SERVICES, INC.

Signed By: 

Print Name: Kevin Connor

Title: V.P.



**SECOND AMENDMENT TO THE LEASE
AGREEMENT BETWEEN THE CITY OF
PEMBROKE PINES AND
SAFEGUARD SERVICES, INC.**

THIS IS AN AGREEMENT ("Agreement"), dated this 6th day of May, 2020, 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 "LESSOR" or "LANDLORD",

and

SAFEGUARD SERVICES, INC., a Florida Profit Corporation as listed with the Florida Division of Corporations, and with a business address of **13975 Pembroke Road Pembroke Pines, FL 33027**, hereinafter referred to as "LESSEE" or "TENANT". "LESSOR" and "LESSEE" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **September 4, 2018**, the Parties entered into the Original Lease Agreement ("Original Agreement") whereby LESSOR leased to LESSEE as tenant under the Original Agreement, a portion of the premises located at 13975 Pembroke Road, Suite B, Pembroke Pines, FL 33027, and consisting of approximately 5,985 square feet hereinafter called "Premises" for an initial **one (1) year period**, commencing on **June 1, 2018** and expiring on **May 31, 2019**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement at the expiration of the initial term for additional **one (1) year** terms as evidenced by a written amendment to the Original Agreement; and,

WHEREAS, on **January 30, 2019**, the Parties executed the First Amendment to the Original Agreement to renew the Original Agreement for the **first one (1) year term** commencing on **June 1, 2019** and expiring on **May 31, 2020**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement and desire to amend the Original Agreement and renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties desire to amend the Original Agreement to reflect the current rent tax rate and to correct a scrivener's error in Section 1. TERM; and,

WHEREAS, the Parties further desire to execute the second **one (1) year renewal** option and amend the Original Agreement, in accordance with the terms and conditions set forth herein.



WITNESSETH

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

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

SECTION 2. Section 1 is hereby amended as set forth below:

1. **RENTS:** Commencing on June 1, 2018, Lessee agrees to pay Lessor, or to Lessor's Agent, at Lessor's office located at 8300 South Palm Drive, Pembroke Pines, FL 33025 or any other location hereinafter designated by Lessor, or its assignee, Rent for said Premises without notice, including deduction and set-offs, in the amount equal to \$89,775.00 per year for the Term, plus sales tax, as applicable. Rent shall be paid monthly, and in monthly installments of \$7,481.25 plus applicable sales tax, for a total monthly payment of \$7,915.16 payable on the first day of every month beginning, April 1, 2018, and monthly thereafter throughout 2018, for a total monthly payment of \$7,982.49 payable on the first day of every month beginning, January 1, 2019, and monthly thereafter throughout 2019, and for a total monthly payment of \$7,967.53 payable on the first day of every month beginning, January 1, 2020, and monthly thereafter throughout the Term. Rent and additional Rent and any and all other sums due and payable to Landlord in connection with Tenant's use and occupancy of the Premises shall be considered Rent and referred to herein as Rent.

TERM: The term of this Lease ("Term") is one (1) year, to wit: from June 1, 2018 thru May 31, 2019 inclusive by this Lease, and no other. The parties may agree to extend the Term of the lease for additional one (1) year ~~term~~ terms upon the execution of a written amendment to this Lease. In the event the Lessee intends to renew the Lease for the additional term, then the Lessee shall provide Lessor with written notice of its intent to renew the Lease no later than ninety (90) days prior to the Expiration Date of the initial term.

SECTION 3. The Original Agreement, is hereby renewed for the **one (1) year** renewal period commencing on **June 1, 2020** and terminating on **May 31, 2021**.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 5. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, and this Second Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 6. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as



City of Pembroke Pines

part of this Agreement and are incorporated herein by reference.

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City of Pembroke Pines

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

ATTEST:



5/1/2020

MARLENE D. GRAHAM,
CITY CLERK

LESSOR:

CITY OF PEMBROKE PINES

BY:



CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM



5/1/2020

Print Name: Julie Klahr
OFFICE OF THE CITY ATTORNEY



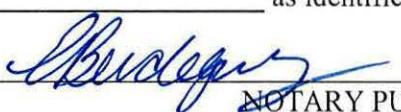
LESSEE:

SAFEGUARD SERVICES, INC.

By: 
Name: Kevin Connor
Title: V.P.

STATE OF Florida)
COUNTY OF Broward ss:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22 day of April, 2020, by Kevin Connor, of **SAFEGUARD SERVICES, INC.**, a Florida Profit Corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial Number, if any



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 11.

File ID: 20-0351

Type: Agreements/Contracts

Status: Passed

Version: 1

Agenda
Section:

In Control: City Commission

File Created: 04/09/2020

Short Title: Contracts Database Report - May

Final Action: 05/06/2020

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

- (A) A Love for Language - Part-Time Speech Language Pathologist - Renewal**
- (B) Planet T Uniforms, Inc. - Charter School Uniforms - Renewal**
- (C) Safeguard Services, Inc. - Business Lease - Renewal**
- (D) Nalco Company, LLC - Purchase and Delivery of Potassium Phosphate - Renewal**

*Agenda Date: 05/06/2020

Agenda Number: 11.

Internal Notes:

Attachments: 1. Contracts Database Report - May 6, 2020, 2. A Love for Language - Speech Language and Pathology Services Agreement (all backup), 3. Planet T Uniforms - Charter School Uniforms - 1st Amendment (all backup), 4. Safeguard Services, Inc. - Business Lease Agreement (all backup), 5. Nalco Company - Purchase of Potassium Phosphate (all backup)

1 City Commission 05/06/2020 approve Pass

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

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

Nay: - 0

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of

Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."

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

(A) A Love for Language - Part-Time Speech Language Pathologist - Renewal

1. On September 5, 2019, the City entered into a Professional Services Agreement with A Love for Language, Inc. for an initial one (1) year period, commencing July 1, 2019 and expiring June 30, 2020.
2. The City of Pembroke Pines Charter Schools utilizes A Love for Language to provide part-time speech language pathology services.
3. Section 3.1 of the Original Agreement allows for one (1) additional two (2) year renewal term upon mutual consent, evidenced by a written Amendment.
4. The Charter Schools recommend that the City Commission approve this First Amendment for the two (2) year renewal term commencing July 1, 2020 and ending June 30, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$26,000
- b) **Amount budgeted for this item in Account No:** Professional & Tech Services Account 172-569-5053-31310-5250-310
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00
Expenditures	\$26,000.00	\$26,000.00	\$.00	\$.00	\$.00
Net Cost	\$26,000.00	\$26,000.00	\$.00	\$.00	\$.00

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

(B) Planet T Uniforms, Inc. - Charter School Uniforms - Renewal

1. On October 19, 2017, the City entered into a Franchise Agreement with Planet T Uniforms, Inc. for an initial three (3) year period, commencing October 19, 2017 and expiring October 18, 2020.
2. The City of Pembroke Pines awarded Planet T Uniforms, Inc. the exclusive right to provide school uniforms with logos and to provide uniform services to the City of Pembroke Pines Charter Schools.
3. Section 2.1 of the Original Agreement allows for one (1), three (3) year renewal term upon mutual consent of the Parties.
4. The City of Pembroke Pines Charter Schools Department recommends that the City Commission approve this First Amendment for the three (3) year renewal term commencing October 19, 2020 and ending October 18, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None. The Charter Schools will receive revenue in the form of franchise fees and surcharges.
- b) **Amount budgeted for this item in Account No:** Below is the estimated contributions allocation for the Charter Schools:

Site	Account Coding	Projected Enrollment	Allocation %	Est. Contributions
Elementary Schools	170-366015-5051-3440	1900	31.49%	\$53,530.00
Middle Schools	170-366015-5052-3440	1335	22.13%	\$37,611.87
Academic Village	170-366015-5053-3440	2100	34.80%	\$59,164.73
FSU Elementary	170-366015-5061-3440	699	11.58%	\$19,693.40
Totals	6034	100.00%	\$170,000.00	

- 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	Year 2	Year 3	Year 4	Year 5
Revenues	\$170,000.00	\$170,000.00	\$170,000.00	\$0.00	\$0.00
Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Revenue	\$170,000.00	\$170,000.00	\$170,000.00	\$0.00	\$0.00

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

(C) Safeguard Services, Inc. - Business Lease - Renewal

1. On September 4, 2018, the City entered into a Lease Agreement with Safeguard Services, Inc. for an initial one (1) year period, commencing June 1, 2018 and expiring May 31, 2019.
2. The City of Pembroke Pines Public Services Department leases a portion of the premises located at 13975 Pembroke Road Suite B Pembroke Pines, FL 33027 to Safeguard Services,

Inc.

3. Section 1 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On January 30, 2019 the City executed the First Amendment of the Original Agreement to enter into the first one (1) year renewal term.
5. The Public Services Department recommends that the City Commission approve this Second Amendment for the one (1) year renewal term commencing on June 1, 2020 and ending on May 31, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Revenue:** \$89,775 plus sales tax (currently 6.5%)
- b) **Amount budgeted for this item in Account No:** 1-362030-6001 (Rental -City Facilities)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$29,925.00	\$59,850.00	\$0.00	\$0.00	\$0.00
Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Revenue	\$29,925.00	\$59,850.00	\$0.00	\$0.00	\$0.00

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

(D) Nalco Company, LLC - Purchase and Delivery of Potassium Phosphate - Renewal

1. On July 26, 2015, the City Commission approved to enter into an Agreement with Nalco Company, LLC, for an initial one (1) year period, commencing June 1, 2015 and expiring May 31, 2016.
2. The City of Pembroke Pines Utilities Department utilizes Nalco Company, LLC to provide the delivery of Potassium Phosphate.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. To date the agreement has had seven (7) Amendments, including four (4) one (1) year renewals which extended the term of the agreement to May 31, 2020.
5. The Utilities Department recommends that the City Commission approve this Eighth Amendment to amend Section 3.1 of the Agreement and to allow for the Fifth year renewal term commencing June 1, 2020 and ending May 31, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$90,717.65 (55,655 lbs. x \$1.63/lb)
- b) **Amount budgeted for this item in Account No:** \$90,717.65 in Account No. 471-533-6031-52430 (Operating Chemicals)
- 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

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00
Expenditures	\$30,239.22	\$60,478.43	\$.00	\$.00	\$.00
Net Cost	\$30,239.22	\$60,478.43	\$.00	\$.00	\$.00

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



SAFESE-01

DILLON

DATE (MM/DD/YYYY)
9/16/2019

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER	Insurance Office of America, Inc. 2056 Vista Parkway, Suite 350 West Palm Beach, FL 33411	CONTACT	Jaclyn Dillon	FAX (A/C, No.): (561) 868-9001
		NAME		
INSURED	Safeguard Services, Inc. & Safe Management Systems Inc 911 Polinciana Drive Pembroke Pines, FL 33025	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Charter Oak Fire Insurance Company		25615
		INSURER B: Travelers Indemnity Company of America		25666
		INSURER C: Travelers Property Casualty Company of America		25674
		INSURER D: Associated Industries Insurance Company, Inc		23140
		INSURER E: Federal Insurance Company		20281
		INSURER F: Atlantic Specialty Insurance Company		27154

COVERAGEs

CERTIFICATE NUMBER:

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	660-7N973503	9/15/2019	9/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJCT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS X HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		810-7N939940	9/15/2019	9/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		CUP-7N985194	9/15/2019	9/15/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	AWC1115572	9/15/2019	9/15/2020	X PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Crime		82243816	9/15/2019	9/15/2020	Fidelity \$ 250,000
F	Environmental		793-00-69-23-0002	9/15/2019	9/15/2020	Each Incident \$ 1,000,000

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

General Liability: The Certificate Holder is listed as an Additional Insured if required by written contract per form 421-29150615.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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



**FIRST AMENDMENT TO THE LEASE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SAFEGUARD SERVICES, INC.**

THIS AGREEMENT, dated this 30th day of January 2019, 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 "LESSOR" or "LANDLORD",

and

SAFEGUARD SERVICES, INC., a Company authorized to do business in the State of Florida, with a business address of **13975 Pembroke Road, Suite B, Pembroke Pines, FL 33027**, hereinafter referred to as "LESSEE". "LESSOR" and "LESSEE" may be collectively referred to as the "PARTIES".

WHEREAS, on **June 1, 2018**, the Parties entered into the Original Lease Agreement whereby LESSOR leased to LESSEE as tenant under the Lease, a portion of the Premises located at 13975 Pembroke Road, Suite B, Pembroke Pines, FL 33027, and consisting of approximately 5,985 square feet hereinafter called "Premises" for a period of one year, which expires on **May 31, 2019**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for **one (1) additional year term** upon mutual consent of the Parties, evidenced by a written Amendment to the Agreement extending the term thereof; and,

WHEREAS, on **December 19, 2018**, the City Commission approved the renewal of the Agreement for an additional one (1) year term.

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties specifically seek to execute the **one (1) year renewal** option and amend the Agreement in accordance with the terms and conditions set forth herein.

WITNESSETH

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

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 the **one (1) year renewal** period commencing on **June 1, 2019** and terminating on **May 31, 2020**.

SECTION 3. 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 amendment shall control to the extent of any such conflict or ambiguity.

SECTION 4. The Parties agree that in all other respects the Original Agreement, by this First Amendment, remain in full force and effect, except as specifically modified herein.

SECTION 5. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

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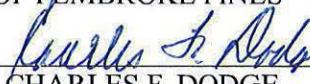
City of Pembroke Pines

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

ATTEST:


MARLENE D. GRAHAM,
CITY CLERK
1/30/19

CITY:

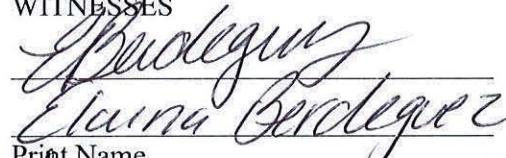
CITY OF PEMBROKE PINES
BY: 
CHARLES F. DODGE
CITY MANAGER



APPROVED AS TO FORM


OFFICE OF THE CITY ATTORNEY

WITNESSES


Elaina Berdegez
Print Name

Sandra Krasnic
Print Name

CONTRACTOR:

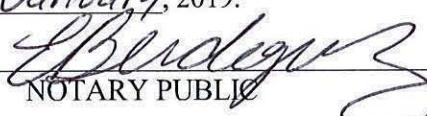
SAFEGUARD SERVICES, INC.

BY: 
Print Name: Kevin T. Connor
Title: V.P. OPERATIONS

STATE OF Florida
COUNTY OF Broward ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Kevin Connor as V.P. of **SAFEGUARD SERVICES, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **SAFEGUARD SERVICES, INC.**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 16 day of January, 2019.


NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)





SAFESER-01

LAURIEH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/17/2018

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

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

PRODUCER	Insurance Office of America, Inc. 2056 Vista Parkway, Suite 350 West Palm Beach, FL 33411	CONTACT: Jaclyn Dillon			
		PHONE (A/C, No, Ext): (561) 868-9011	FAX (A/C, No): (561) 868-9001		
E-MAIL ADDRESS: Jaclyn.Dillon@ioausa.com					
		INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURER A: The Hanover American Insurance Company		36064			
INSURER B: The Hanover Insurance Company		22292			
INSURER C: Associated Industries Insurance Company, Inc		23140			
INSURER D: Federal Insurance Company		20281			
INSURER E:					
INSURER F:					

COVERAGES	CERTIFICATE NUMBER:	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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	ZZJD04066501	09/15/2018	09/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	OTHER:					
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AWJD040761	09/15/2018	09/15/2019	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		UHJD040674	09/15/2018	09/15/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	AWC1115572	09/15/2018	09/15/2019 X PER STATUTE OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Employee Dishonesty		82243816	09/15/2018	09/15/2019	Fidelity 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) General Liability: The Certificate Holder is listed as an Additional Insured if required by written contract per form 421-29150615.	
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CERTIFICATE HOLDER	CANCELLATION
City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025 ACORD 25 (2016/03)	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>[Signature]</i></p>

Business Lease
between
The City of Pembroke Pines and Safeguard Services, Inc.

THIS LEASE, entered into the 4th day of ^{September} March, 2018, (the "Effective Date") by and between the City of Pembroke Pines, hereinafter called "Lessor" or "Landlord", and Safeguard Services, Inc., hereinafter called "Lessee" or "Tenant".

WITNESSETH:

Upon the terms and conditions hereinafter set forth herein, Lessor does hereby lease and Rent unto Lessee, and Lessee does hereby take as tenant under this Lease, a portion of the Premises located at 13975 Pembroke Road, Suite B, Pembroke Pines, FL 33027, and consisting of approximately 5,985 square feet hereinafter called "Premises", as more particularly depicted in **Exhibit "A"**, which is attached hereto and incorporated herein by reference, to be used by Lessee, as a headquarters for the Lessee's Commercial Cleaning Business, and for no other purpose, which Premises is located within the former City of Pembroke Pines Public Works Complex herein called "Building".

IN CONSIDERATION of the terms and covenants hereinafter set out, the parties hereto covenant and agree as follows:

1. **RENTS:** Commencing on June 1, 2018, Lessee agrees to pay Lessor, or to Lessor's Agent, at Lessor's office located at 8300 South Palm Drive, Pembroke Pines, FL 33025 or any other location hereinafter designated by Lessor, or its assignee, Rent for said Premises without notice, including deduction and set-offs, in the amount equal to \$89,775.00 per year for the Term, plus sales tax, as applicable. Rent shall be paid monthly, and in monthly installments of \$7,481.25 plus applicable sales tax, for a total monthly payment of \$7,915.16 payable on the first day of every month beginning, April 1, 2018, and monthly thereafter throughout the Term. Rent and additional Rent and any and all other sums due and payable to Landlord in connection with Tenant's use and occupancy of the Premises shall be considered Rent and referred to herein as Rent.

TERM: The term of this Lease ("Term") is one (1) year, to wit: from June 1, 2018 thru May 31, 2019 inclusive by this Lease, and no other. The parties may agree to extend the Term of the lease for additional one (1) year term upon the execution of a written amendment to this Lease. In the event the Lessee intends to renew the Lease for the additional term, then the Lessee shall provide Lessor with written notice of its intent to renew the Lease no later than ninety (90) days prior to the Expiration Date of the initial term.

2. **COMMON AREA MAINTENANCE AND UTILITIES.**

a. There is no Common Area Maintenance Charge.

b. Lessee shall be responsible to pay Landlord \$5,985.00 per year for all utility charges. Lessee shall pay Landlord \$498.75 per month for utilities (the "Monthly Utility Payment") at the same time as the payment of Rent, which Monthly Utility Payment shall be

considered additional rent. Landlord shall keep all accounts in Landlord's name and pay directly to the utility provider.

3. **REAL ESTATE TAXES:** Tenant agrees to pay a sum equal to its pro rata share of all real estate taxes as in fact paid by the Landlord which may be assessed by the lawful taxing authority against the land, buildings and all improvements. The Landlord shall provide the Tenant with the tax bill no later than thirty (30) days after receipt, and the Tenant shall pay to Landlord the real estate taxes owed within thirty (30) days of receipt of the notice from the Landlord. The Real Estate Tax payment shall constitute a charge to Tenant, payable as provided herein, and shall be considered additional Rent.

4. **LICENSES:** The Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and city government and of any and all their departments and bureaus applicable to Tenant's use and occupancy within said Premises.

5. **RESERVED**

6. **DELINQUENT PAYMENTS:** Any Rent payment, including sales tax, common area maintenance fees, real estate taxes, insurance, or other required payments which are not received in full by the 7th day of the month will be considered past due and will be charged 5% interest compounded monthly as late fee. Tenant further agrees that the late charge imposed is fair and reasonable, complies with all laws, regulations and statutes, and constitutes an agreement between Landlord and Tenant as to the estimated compensation for costs and administrative expenses incurred by Landlord due to the late payment of Rent by Tenant. Tenant further agrees that the late charge assessed may be treated by Landlord as additional Rent owed by Tenant. Any payment not honored by the bank will be charged a minimum of \$50.00 or the maximum amount allowed by law, whichever is greater. If Lessee ever presents to Lessor, a payment which is not honored by the bank, Lessor will only accept a certified check or cashier's check, for all future payments.

7. **POSSESSION:**

a. Lessor shall not be liable for failure to deliver possession of the Premises at the specified time, other than to the extent of a pro rata abatement of Rent from the date of the commencement of this Lease to the day possession is delivered to Lessee.

b. Lessee acknowledges receipt from Lessor in good working order and condition, all doors, lights, electrical and plumbing fixtures, if applicable. By occupying the Premises, Tenant shall be deemed to have accepted the Premises and to have acknowledged that the Premises is in acceptable condition as required by this Lease.

8. **DAMAGE TO PROPERTY:**

a. Lessee is, and shall be responsible and liable for any damages done to the Premises, the Building, the Building parking lot, and sidewalks surrounding the Building, or to any property of Lessor or other tenants of the Building caused by Lessee's acts or omissions, or

those of Lessee's employees, agents, customers or other persons who are on the Building property due to Lessee's tenancy.

b. Before vacating the Premises, in accordance with Lessee's rights to do so under this Lease, Lessee shall coordinate with Lessor 30 days in advance, to surrender to Lessor, all keys, therefore, and return the Premises undamaged and unsoiled to Lessor. Prior to vacating the Premises, the Premises shall be cleaned, at Tenant's expense, including all flooring, rooms, walls, fixtures, windows and plumbing fixtures.

9. SUBLEASE/ASSIGNING: Lessee shall not have the right to sublet or assign the Premises or any part thereof, or permit others to occupy same, nor to transfer this Lease without the written consent of Lessor, which consent may be withheld in total and absolute discretion of Lessor. Change of Lessee partnership, LLC or other entity, purchase or transfer of entity to a different stockholder partner or principal shall be an assignment pursuant to this section. Any Lessee violation of this provision shall be, at Landlord's option, void and of no force or effect.

10. SUBORDINATION: Tenant agrees that it does hereby subordinate its rights hereunder to the lien of any mortgage, ground lease, or any other method of financing or refinancing now or hereafter placed against the land and/or the Premises and/or any or all of the buildings now or hereafter built by Landlord. This Section shall be self-operative and no further instrument of subordination or attornment shall be required. Tenant further agrees, however, that within ten (10) days of a request therefor, that it will enter into and execute all documents which any mortgagee or any ground lessor may reasonably request Tenant to enter into and execute, including, but not limited to, a subordination, and attornment agreement, and/or a new lease for the remainder of the Term hereof on the terms and conditions set forth herein.

11. DISTURBANCES/DISRUPTION: Lessee shall make every effort to eliminate and not allow any disturbance or disruption to any other tenants, tenant's agents, employees, customers or any other persons due to Lessee's business, Lessee's agents, employees, customers or any other persons. Should Lessee ever be contacted in writing by Lessor regarding any such disturbances or disruptions, Lessee shall have 3 business days to remedy any and all alleged disturbances or disruptions implied, at Lessee's sole financial cost. Should Lessee fail to remedy any alleged disturbances or disruptions to the full satisfaction of the Lessor, Lessor may, at Lessor's option, remedy such allegations at the Lessee's expense and may seek all actions applicable for default of lease. The second occasion of such disturbance or disruption, as described above, shall be cause for termination of this Lease.

12. RE-ENTRY: Should Lessee at any time while this Lease is in force, abandon or vacate the Premises, or if an execution or other process be levied upon the interest of Lessee, affecting Lessor's rights hereunder, or if Lessee be adjudicated bankrupt, Lessor may at Lessor's option, re-enter and take possession of the Premises and terminate this Lease, subject to all the rights, covenant and agreements herein otherwise set out.

13. PERMITTED USES AND PROHIBITED PURPOSES: The Premises shall be used for Lessee's Commercial Cleaning Business, and the Premises shall be used for no other purposes, unless agreed to by the parties to this Lease in writing. Tenant will be fully compliant with all applicable governing law and rules and regulations as to Tenant's business.

14. PEST/RODENT PROTECTION: Tenant is required to maintain a continuous service contract for pest control and rodent control to the interior and exterior of the Premises. The cost of said contract shall be paid by Lessee. Landlord shall be given copies of all documentation for such contract and shall have the authority and permission to contact such servicing agencies directly as Landlord deems necessary.

15. CONDITION OF PREMISES: Lessee has examined the Premises, is satisfied with the physical condition, and by taking possession, acknowledges and agrees that the Premises is in good order and repair.

16. REPLACEMENT AND CARE: Lessee, at Lessee's sole cost and expense, shall repair, maintain and replace, including but not limited to, the heating, air conditioning, electrical, plumbing and sewer systems, doors, windows and broken and cracked glass which may become necessary during the Term or any extended Term, of this Lease. The Lessee also agrees to keep the sidewalk and storefront in front of Premises in clean and sanitary condition at all times.

17. IMPROVEMENTS: Lessee shall not perform or contract out any improvements for the property herein described without the written consent of the Lessor, which consent may be withheld in Landlord's sole and absolute discretion.

18. LESSEE SHALL NOT CAUSE LIENS: Nothing in this Lease shall grant or confer unto the Lessee the right to lien, mortgage or encumber in any way the real property of the Lessor or any improvement thereon nor subject said property to any encumbrance; the Lessee has no right whatsoever to lien, mortgage or encumber the real property of the Lessor, or the improvements thereon; the Lessee alone shall be liable and responsible for labor or material furnished to the Premises by order of the Lessee or its agents or subcontractors and construction liens are expressly prohibited under this Lease.

Tenant shall keep the Premises and any improvements thereon at all times during the Term hereof free of construction liens and other liens of like nature and at all times shall fully protect and hold Landlord harmless against all such liens or claims and against all attorney's fees and other costs and expenses arising out of or as a result of any such lien or claim. Under Florida Section 713.10, Florida Statutes, the interests of Landlord in the Premises or the improvements thereon, shall not be subject to liens for any improvements made by or on behalf of the Tenant and no one acting by, through or under the Tenant may file any lien against the Premises. All parties with whom Tenant may deal are put on notice that Tenant has no power to subject Landlord's interest to any mechanics' or materialmen's lien of any kind or character, and all such persons so dealing with Tenant must look solely to the credit of Tenant, and not to Landlord's said interest or assets. Tenant shall provide written notice to each contractor, subcontractor, materialman, mechanic and laborer performing work in the premises of the foregoing. A copy of such notice shall be sent to Landlord. Tenant shall provide Landlord with Notice of Termination of any Notice of Commencement filed by any contractor or subcontractor. Landlord may record a memorandum of this Lease in the public records. In the event a lien is filed against Landlord's interest in the Premises, Landlord, at its option, may pay all or any part of such lien or claim, and any such payments, together with interest thereon at the rate of 18%

per annum from the time of such payment by Landlord until repayment by Tenant, shall be paid by Tenant as additional Rent upon demand, and if not so paid, shall continue to bear interest at the aforesaid rate until paid in full.

19. COMPLIANCE:

a. Lessee agrees to uphold and abide by all ADA regulations as they may affect the Premises. Lessee holds Lessor harmless for any and all claims against Lessor for non-compliance. Lessee must fully comply with any and all written directive from Lessor in order to create and maintain ADA compliance within the Premises.

b. Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

c. During the term of this Lease, Tenant shall, at its own costs and expense, promptly observe and comply with all present and future laws, ordinances, requirements, order, directives, rules and regulations of the federal, state, county, and municipal governments and of all other governmental authorities affecting the Leased Premises or any part thereof, whether the same are in force at the commencement of the term of this Lease or may in the future be passed, enacted or directed, and Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the covenants of this Lease.

d. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Leased Premises by Tenant, its agents, used in or about the Leased Premises by Tenant, its agents, employees, contractors or invitees, without the prior written consent of Landlord (which Landlord shall not unreasonably withhold as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all laws, rules, statutes and ordinances regulating any such Hazardous Material so brought upon or used or kept in or about the Leased Premises. If Tenant breaches the obligations stated above or if the presence of Hazardous Material on or about the Leased Premises caused or permitted by Tenant results in contamination, or if contamination of the Leased Premises or surrounding area by Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Leased Premises or the building, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Leased Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term of this Lease as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on, under or about the Leased Premises. Without limiting the foregoing, if the presence of any Hazardous Material

on or about the Leased Premises caused or permitted by Tenant results in any contamination of the Leased Premises or surrounding area, or causes the Leased Premises or surrounding area to be in violation of any laws, rules, statutes or ordinances, Tenant shall promptly take all actions at its sole expense as are necessary to return the Leased Premises and surrounding area to the condition existing prior to the introduction of any such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Leased Premises or surrounding area.

e. **Right to Participate.** Landlord, at Tenant's sole cost and expense, shall have the right, but not the obligation, to join and participate in any legal proceedings or actions initiated in connection with any claims or causes of action arising out of the storage, generation, use, transportation or disposal by Tenant or Tenant's Agents, or Hazardous Materials in, on, under, from or about the Leased Premises. If the presence of any Hazardous Materials in, on, under or about the Leased Premises caused or permitted by Tenant or Tenant's Agents results in (i) injury to any person, or (ii) injury to or any contamination of the Leased Premises, Tenant, at its sole cost and expense, shall promptly take all actions necessary to return the Leased Premises to the condition existing prior to the introduction of such Hazardous Materials to the Leased Premises. Notwithstanding the foregoing, Tenant shall not, without Landlord's prior written consent, take any remedial action in response to the presence of any Hazardous Materials in, on, under or about the Leased Premises (i) poses an immediate threat to the health, safety or welfare of any individual, or (ii) is of such nature that an immediate remedial response is necessary and it is not possible to obtain Landlord's consent before taking such action.

f. **Surrender.** Promptly upon the expiration or sooner termination of this Lease, Tenant shall represent to Landlord in writing (i) Tenant has made a diligent effort to determine whether any Hazardous Materials are in, on, under or about the Leased Premises and (ii) no Hazardous Materials exist in, on, under or about the Leased Premises other than as specifically identified to Landlord by Tenant in writing. To ensure performance of Tenant's obligations under this Paragraph 1(h), Landlord may, at any time within one (1) year of the expiration of the Term, or upon the occurrence of a default, by notice to Tenant, require that Tenant promptly commence and diligently prosecute to completion an environmental evaluation of the Leased Premises. In connection therewith, Landlord may require Tenant, at Tenant's sole cost and expense, to immediately hire an outside consultant satisfactory to landlord to perform a complete environmental audit of the Leased Premises an executed copy of which shall be delivered to Landlord within thirty (30) days after Landlord's request therefore. If Tenant or the environmental audit discloses the existence of Hazardous Materials in, on, under or about the Leased Premises, Tenant shall, at Landlord's request, immediately prepare and submit to Landlord within thirty (30) days after such request a comprehensive plan, subject to Landlord's approval, specifying the actions to be taken by Tenant to return the Leased Premises to the condition existing prior to the introduction of such Hazardous Materials. Upon Landlord's approval of such clean-up plan, Tenant shall, at Tenant's sole cost and expense, without limitation on any rights and remedies of Landlord under this Lease, or applicable law, immediately implement such plan and proceed to clean up the Hazardous Materials in accordance with all applicable laws and as required by such plan and this Lease.

g. **Survival.** The provisions of this Section including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this Lease.

20. COMPLIANCE: Lessee agrees to uphold and abide by all ADA regulations as they may affect the Premises. Lessee holds Lessor harmless for any and all claims against Lessor for non-compliance. Lessee must fully comply with any and all written directive from Lessor in order to create and maintain ADA compliance within the Premises.

21. DESTRUCTION OF PREMISES, OR CONDEMNATION, ETC:

a. In the event the Premises are totally destroyed by fire, rain, wind or other causes beyond the control of Lessor, taken by eminent domain, or conveyed under threat thereof, then this lease shall cease and terminate as of the date of such destruction or taking. All awards for any taking by condemnation or taking under eminent domain or threat thereof shall be the sole property of Lessor. The Lessee shall have no interest in any award.

b. If the Premises are damaged by fire, rain, wind or other natural disaster/casualty, and are rendered temporarily unfit for use, the Lessor, may, at its option, restore the Premises and this Lease shall remain in full force and effect. During the term of such restoration, the Rent shall be abated in proration to that portion of the Premises which is unfit. If Lessor determines that it shall not repair or restore the Premises, it shall notify the Lessee within 30 days after date of such damage and this Lease shall be terminated as of the date of such damage. Notwithstanding anything herein to the contrary, if the Premises are damaged by fire, rain, wind or other natural disaster or casualty and rendered temporarily unfit for use, Lessee shall have a period of 30 days after the date of such damage to elect, in writing, to terminate this Lease.

22. INSPECTIONS & REPAIRS:

a. Lessor and Lessor's authorized agents shall have the right to enter, or inspect in order to repair or alter or to show the Premises to prospective tenants or purchasers. Lessor may make such repairs and alterations of the Premises as may be deemed necessary by Lessor at times determined by Lessor. Repairs deemed as emergencies by the Lessor will be done knowing that time is of the utmost importance.

b. If Lessee shall vacate or abandon the Premises, Lessor may, but not be obligated to, then enter same for inspection, to clean, decorate, or renovate, which shall not affect or abate Rent or other charges due hereunder, or affect any terms hereof.

23. SIGNAGE: Lessee, at Lessee's sole cost and expense is responsible for purchasing, permitting, installation, and maintaining within the required code and the removal upon vacating of all exterior signage. The color, size, typeset, and mounting must be approved by Lessor in writing prior to commencing with installation.

24. EXTERIOR: On a limited basis, and in compliance with all applicable law and rules and regulations of all governmental authorities, extended parking will be allowed as long as the vehicles are parked in an orderly manner and provided that the vehicles are properly registered and operable. Should Landlord find tenant or any employees, customers, or associates of tenant parking overnight excessively (except for business vehicles) or consistently parking in

a haphazard manner, Landlord will notify tenant and if the parking problem is not rectified within 24 hours, Landlord shall have the right to have such vehicle(s) removed, towed and stored solely at vehicle owner's/tenant's expense. Outside storage is not permitted for any reason at anytime. Should Landlord find tenant or any employees, customers or associates of tenant allowing items to be stored outside, Landlord shall have the right to have same removed and disposed of at tenant's sole expense.

25. **ALTERATIONS/DEMOLITION:** Lessor and Lessee hereby agree and understand that in the event the Lessor decides to remodel, alter, or demolish all or any part of the Premises leased hereunder, the Lessee hereby agrees to vacate the Premises and this Lease shall terminate and be of no further force and effect, provided that Lessor gives Lessee 30 days advance written notice of Lessor's termination for remodel, alteration or demolition.

26. **INSURANCE AND INDEMNIFICATION:** Tenant shall indemnify and save harmless Landlord together with the Landlord's property management company and the property manager ("Landlord's Agents") from and against all claims of whatever nature arising from any act, omission or negligence of Tenant, or Tenant's contractors, licensees, invitees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person, or from any violation of applicable law. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof and shall survive the expiration or earlier termination of this Lease.

a. **Insurance.** Throughout the Lease Term, Tenant shall, at its sole cost and expense, maintain in full force and effect the following types and amounts of insurance coverage:

i. **Liability Insurance.** Tenant shall provide and keep in full force and effect a policy or policies of Commercial General liability and property damage insurance with each providing coverage against liability for personal injury, death and property damage having a combined single limit of not less than One Million Dollars (\$1,000,000.00) with respect to injuries, deaths or damage in any one occurrence. Said insurance, and any and all other liability insurance maintained by Tenant in excess of or in addition to that required hereunder, shall include, without limitation, protection for, and, in addition to Tenant, shall name as an additional insured, and Landlord and any lender or ground landlord hereafter holding any interest in the Premises, the effect of which will insure such parties in respect of any and all loss or liability resulting from personal injury, death or property damage arising or occurring upon, or in connection with, or by reason of the use and occupancy of the Premises or the operation of the business conducted by Tenant within and from the Premises. Landlord reserves the right to specify higher liability limits or additional insurance coverage from time to time to meet reasonably anticipated loss exposure, or to reflect changes in the value of the Premises.

ii. Workers' Compensation Insurance. Tenant shall provide, and keep in full force and effect, workers' compensation insurance, in a form and with coverage limits not less than as prescribed by the laws of the State of Florida, and employers' liability insurance in an amount equal to the minimum amount required by law.

iii. Property Damage Insurance. Tenant shall provide and keep in full force and effect a policy covering loss occasioned by fire, windstorm, theft, vandalism, malicious mischief, sprinkler leakage, water damage, flood and other hazards and/or casualties including special extended coverage, in an amount adequate to cover the replacement cost of any and all interior improvements made by Tenant in the Premises and Tenant's plate glass, trade fixtures, inventory, personal property whether affixed or non-affixed to the premises, and all other contents located in the Premises from time to time.

All insurance policies required to be carried by Tenant shall be issued by fiscally responsible insurance companies (having a Best Rating of not less than A+VIII) authorized and licensed to do business in the State of Florida and shall be for periods of not less than one year. Tenant shall renew the same at least thirty (30) days prior to the expiration thereof. All such policies shall include the insurer's unconditional agreement to provide not less than thirty (30) days' written notice to Landlord prior to any cancellation thereof or any change reducing coverage thereunder.

27. **DEFAULT:** Should Lessee fail to perform any of the covenants under this Lease, the Lessor shall have the right to immediately accelerate all Rents due under this Lease after written notice to Lessee of said default and reasonable time of three (3) business days to cure said default.

27. **EVENTS OF DEFAULT:** The occurrence of any of the following shall constitute an event of default hereunder by Tenant ("Event of Default"):

a. Failure of Tenant to pay when due any installment of Rent or any other sum herein required to be paid by Tenant when due.

b. Tenant's failure to perform any covenants or conditions of this Lease within three (3) days after written notice and demand.

c. Discontinuance by Tenant of the conduct of its business in the Premises beyond a ten (10) day period or abandonment of the Premises by Tenant.

d. The filing of any Petition for Bankruptcy under the United States Bankruptcy Code or the filing of an Assignment for Benefits of Creditors under Chapter 727, Florida Statutes.

e. In the event Tenant is in default under this Lease, Landlord may elect, in addition to any and all remedies provided by Florida Law, any or all of the following remedies, which are cumulative:

- i. Termination of Lease. By written notice to Tenant, designate a date upon which the Lease shall terminate ("Termination Date"), and thereupon, on the Termination Date, this Lease and all rights of Tenant hereunder shall terminate. Such termination by Landlord shall not affect the obligations of Tenant arising under the Lease prior to the Termination Date or the other remedies of Landlord provided in this Lease.
- ii. Termination of Tenant's Possession. Landlord may elect to terminate Tenant's possessory rights, without terminating the Lease, and upon such election, Tenant and any sub-tenants, licensees or assignees of Tenant shall surrender the Premises to Landlord, and Landlord, at any time after such termination, may, without further notice, re-enter and repossess the Premises without being liable for any prosecution or damages therefore, and no person claiming through or under Tenant or by virtue of any statute or of any order of any court shall be entitled to possession of the Premises. At any time or from time to time after any such termination of Tenant's possession, Landlord may, but shall have no duty to, attempt to relet the Premises or any part thereof, in the name of Landlord or otherwise, for such term or terms and on such conditions as Landlord, in its sole discretion, may determine, and may collect and receive the rents therefore.

The termination of Tenant's possession of the Premises shall not relieve Tenant of its liability and obligations under this Lease, including the obligation to pay Rent, and such liability and obligations shall survive any such termination. If Landlord, at its option shall relet the Premises during said period, Landlord shall credit Tenant with the net rents received by Landlord from such reletting, such net rents to be determined by first deducting from the gross rents, as and when received by Landlord, the expenses incurred or paid by Landlord in terminating this Lease and in securing possession thereof, as well as the expenses of reletting, including, without limitation, the alteration and preparation of the Premises for replacement tenants, brokers' commissions, any tenant concession or improvement allowance provided for any replacement tenants, attorneys' fees and all other expenses properly chargeable against the Premises and the rental therefrom. Tenant shall have no entitlement to any rents received by Landlord from a third party which is in excess of Tenant's remaining Rent obligation to Landlord.

b. Landlord may, whether this Lease or Tenant's possession of the Premises is terminated or not, recover damages from the Tenant in accordance with either of the following provisions:

- i. Acceleration. The present value of the entire amount of the Rent, inclusive of Base Rent and Additional Rent, which would become due and payable during the remainder of the Term of this Lease. Such present value shall be determined utilizing a discount rate of four percent (4%); or

ii. Sums equal to the Rent which would have been payable by Tenant in accordance with the Lease, payable upon the due dates as set forth in the Lease, through the expiration of this Lease.

c. Tenant waives any right of redemption to which it is otherwise entitled. Tenant further agrees not to interpose any counterclaim whatsoever in any action brought by Landlord which seeks possession of the Premises. Tenant hereby **waives any right to trial by jury** in any action or proceeding brought by either Landlord or Tenant in any respect whatsoever arising out of this Lease or in any way connected with the parties' Landlord/Tenant relationship and/or Tenant's use and occupancy of the Premises.

d. If Tenant defaults in the performance of any of the terms, provisions, covenants and conditions of this Lease and by reason thereof the Landlord employs the services of an attorney to enforce performance of the covenants, or to perform any service based upon the Event of Default, then in any of said events the Landlord shall be entitled to reasonable attorneys' fees and all expenses and costs incurred by the Landlord pertaining thereto and in enforcement of any remedy. Such fees and costs shall include, but not be limited to, fees and costs related to pretrial, trial, appellate, judicial and administrative proceedings and bankruptcy and insolvency proceedings.

28. TAXES: The Tenant shall be responsible for all personal property taxes assessed upon the Premises and upon any property located within the Premises.

29. ATTORNEYS FEES: In any action or proceeding to enforce this Lease, including any appeals or post judgment proceedings, the Lessor shall be entitled to recover from the other party thereto all reasonable attorney's fees, court costs, filing fees, publication costs and other expenses incurred by the Lessor in connection therewith.

30. WAIVER OF NOTICE: Lessee agrees to waive notice pursuant to Section 83.20 of the Florida Statutes, if it has not vacated the Premises as provided by this Agreement.

31. RENEWAL OPTION: The parties may agree to extend the term of the lease for one (1) additional one (1) year term upon the execution of a written amendment to this Lease. In the event the Lessee intends to renew the Lease for the additional term, then the Lessee shall provide Lessor with written notice of its intent to renew the Lease no later than ninety (90) days prior to the Expiration Date of the initial term.

32. NOTICES: All notices and demands authorized or required to be given to Lessee or Lessor hereunder may be served upon Lessee or Lessor in person or by regular mail addressed at the Premises for Lessee or attached to the front door of Premises for Lessee. The parties designate the following as the respective place for giving of notice, to wit:

For Lessee:	Safeguard Services, Inc. 13975 Pembroke Road, Suite B Pembroke Pines, FL 33027 Attn: Kerry Ann Connor, President
-------------	---

For Lessor: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

With Copy to: Samuel S. Goren, City Attorney
Goren, Cheroft, Doody & Ezrol, P.A.
3099 E. Commercial Blvd., #200
Fort Lauderdale, FL 33308

33. SURRENDER AND HOLDING OVER: Tenant, upon expiration or termination of this Lease, either by lapse of time or otherwise, agrees peaceably to surrender to Landlord the Premises in "broom clean" condition and in good repair. Should Tenant hold over and remain in possession of the Premises at the expiration of any Term hereby created, Tenant shall, by virtue of this paragraph, become a tenant-at-sufferance and shall pay Landlord twice the Rent per month of the last monthly installment of Rent above provided to be paid. Nothing herein shall be deemed to permit Tenant to retain possession of the Premises after the expiration of or earlier termination of this Lease. Tenant will pay to Landlord, upon request, all damages that Landlord may suffer on account of Tenant's failure to surrender possession of the Premises as required under this Lease upon the expiration or termination of this Lease and will indemnify Landlord against all liabilities, costs and expenses (including all reasonable attorneys' fees and costs) arising out of Tenant's delay in so delivering possession, including claims of any succeeding tenant.

34. In 1988, the Florida legislature passed a provision that requires the following notification to be provided on at least one document, form or application executed at the time of or prior to the Contract for Sale and Purchase of any building or execution of a rental agreement for any building:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

35. COMPLETE AGREEMENT: No oral agreements, statements, representations, understandings or promises, from any source, or terms or provisions have been made and all terms and conditions are hereinafter set out.

LESSEE:
Safeguard Services, Inc., a Florida corporation



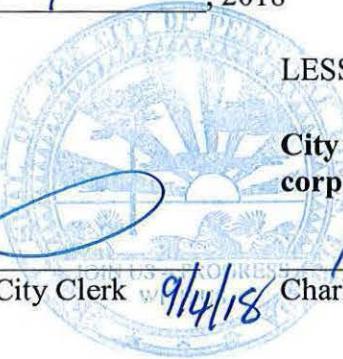
ATTEST:

By: E Beldequez
Print Name: E Beldequez
Title: notary office manager

Date: August 9, 2018

(CORPORATE SEAL)

LESSOR:


City of Pembroke Pines, a Florida municipal corporation


Marlene D. Graham, City Clerk


Charles F. Dodge, City Manager

APPROVED AS TO FORM:

Date: August 30th, 2018


OFFICE OF CITY ATTORNEY

EXHIBIT "A"

DIAGRAM OF LEASED PREMISES



PEMBROKE PINES

REVISIONS BY

LICENSE NO.

SEAL

PROJECT PUBL

SCALE:

AS IND

DATE: _____

2-31-2018

ANSWER

A. NUNEZ

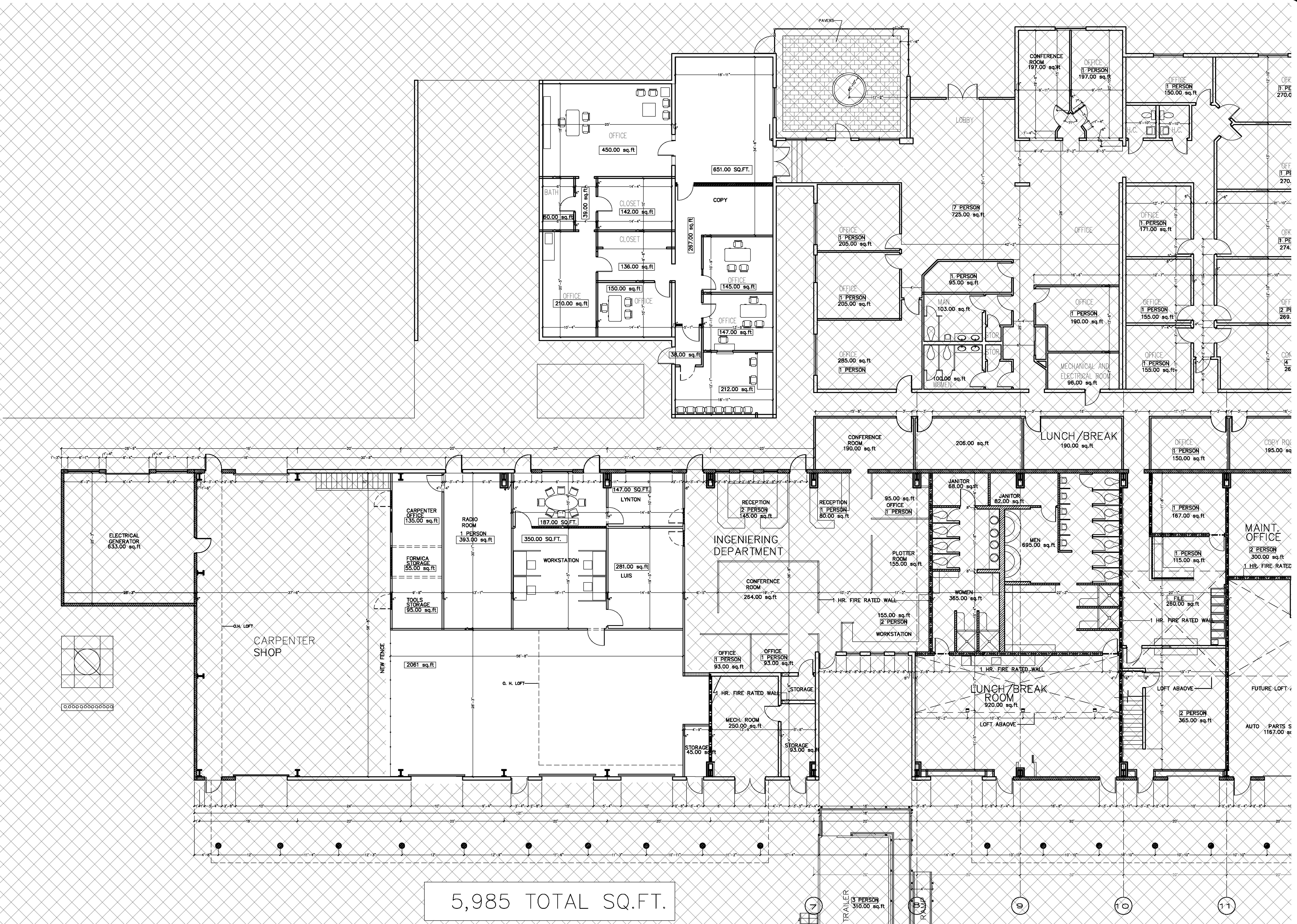
DRAWING NO.

PS02312018

Digitized by srujanika@gmail.com

A diagram consisting of three separate geometric shapes: a triangle on the left, a horizontal line in the middle, and an oval on the right.

A diagram showing a trapezoid with a horizontal line segment inside it, representing a cross-section of a trapezoid.



5,985 TOTAL SQ.FT.

FLOOR PLAN

SCALE : 1/8"=1'-0"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/30/2018

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

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

PRODUCER

Insurance Office of America, Inc.
2056 Vista Parkway, Suite 350
West Palm Beach, FL 33411

CONTACT Jaclyn Dillon

NAME:
PHONE (A/C, No, Ext): (561) 868-9011
E-MAIL ADDRESS: Jaclyn.Dillon@ioausa.com

FAX (A/C, No): (561) 868-9001

INSURED

Safeguard Services, Inc.
& Safe Management Systems Inc
911 Poinciana Drive
Pembroke Pines, FL 33025

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Hanover American Insurance Company 36064

NA

INSURER B: The Hanover Insurance Group

INSURER C: Bridgefield Employers Insurance Company 10701

INSURER D: Federal Insurance Company 20281

INSURER E:

INSURER F:

COVERAGEs

CERTIFICATE NUMBER:

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR	X	ZZJD04066501	09/15/2017	09/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
GENL AGGREGATE LIMIT APPLIES PER:						
POLICY	<input checked="" type="checkbox"/> PRO- JECT	LOC				
OTHER:						
A <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY						
X ANY AUTO OWNED AUTOS ONLY	SCHEDULED AUTOS		AWJD040761	09/15/2017	09/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$
X HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B <input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR					
EXCESS LIAB	CLAIMS-MADE		UHJD040674	09/15/2017	09/15/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
DED <input checked="" type="checkbox"/> RETENTION S	10,000					\$
C <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		0830-55926	09/15/2017	09/15/2018	X PER STATUTE OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
If yes, describe under DESCRIPTION OF OPERATIONS below						
D Crime			82243816	09/15/2017	09/15/2018	Fidelity \$ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is listed as an Additional Insured as respects General Liability per form 421-29150615.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 21.

File ID: 18-0684

Type: Agreements/Contracts

Status: Passed

Version: 1

Agenda

In Control: City Commission

Section:

File Created: 06/14/2018

Short Title: Lease Agreement-Weekley Asphalt Paving Inc.

Final Action: 06/20/2018

Title: MOTION TO RATIFY THE CITY MANAGER'S APPROVAL OF THE BUSINESS LEASE AGREEMENTS BETWEEN THE CITY OF PEMBROKE PINES AND WEEKLEY ASPHALT PAVING, INC. AND SAFEGUARD SERVICES, INC. IN THE AVAILABLE SPACE LOCATED AT 13975 PEMBROKE ROAD, PEMBROKE PINES, FL 33027.

***Agenda Date:** 06/20/2018

Agenda Number: 21.

Internal Notes:

Attachments: 1. Weekley Asphalt Paving, Inc. Lease Agreement, 2. Safeguard Service Inc. Lease Agreement

1 City Commission 06/20/2018 approve Pass

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

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

Nay: - 0

MOTION TO RATIFY THE CITY MANAGER'S APPROVAL OF THE BUSINESS LEASE AGREEMENTS BETWEEN THE CITY OF PEMBROKE PINES AND WEEKLEY ASPHALT PAVING, INC. AND SAFEGUARD SERVICES, INC. IN THE AVAILABLE SPACE LOCATED AT 13975 PEMBROKE ROAD, PEMBROKE PINES, FL 33027.

1. The City of Pembroke Pines owns the building located at 13975 Pembroke Road, Pembroke Pines, FL 33027, the former City of Pembroke Pines Public Works Complex.
2. Weekley Asphalt Paving, Inc. is seeking to lease 1,140 square feet of property located at 13975 Pembroke Road, Pembroke Pines, FL 33027 to be used as a field office for the Construction Engineering Inspection (CEI) personnel employed by New Millennium Engineering, Inc. in the administration of a roadway project for Broward County, Florida, known as "Pembroke Road from Dykes RD. to Shore Blvd".
3. Weekley Asphalt Paving, Inc. will pay a monthly rent of \$1,177.03, along with \$75.00 per month for all utility charges, on a month to month basis commencing on April 1, 2018.
4. Safeguard Services, Inc. is seeking to lease a 5,985 square feet of property located at 13975 Pembroke Road, Suite B Pembroke Pines, FL 33027, to be used as a headquarters for Safeguard Services Inc.
5. Safeguard Services, Inc. will pay a monthly rent of \$7,481.25, which totals to a yearly amount of \$89,775, along with \$498.75 per month for all utility charges, for a one (1) year period commencing on June 1, 2018 thru May 31, 2019.
6. Requesting Commission to ratify the City Manager's approval of the Business Lease Agreements between City of Pembroke Pines and Weekley Asphalt Paving, Inc. and Safeguard Services, Inc. in the available space located at 13975 Pembroke Road, Pembroke Pines, FL 33027.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** None
- b) **Amount budgeted for this item in Account No:** Funds are currently budgeted for this project in account #1-362030-6001 -Rental city facilities
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$39,432.18	\$71,352.18	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0	\$0	\$0
Net Cost	\$0	\$0	\$0	\$0	\$0

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

Attachment _____

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Heurn Connor, on behalf of Safeguard Services.
Print Name and Title U.P. Company Name

certify that Safeguard Services Inc does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

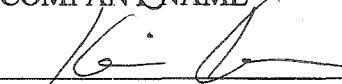
Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Safeguard Services, Inc.

COMPANY NAME



SIGNATURE

Kevin Connor
PRINT NAME

V.P.
TITLE

Must be executed and returned with attached proposal to be considered.