

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on December 15, 2012, by and between Comcast of South Florida II, Inc. (the "Company") and City of Pembroke Pines, a Florida Municipal Corporation (the "Owner") who owns or has control over certain real estate and improvements thereon located at 8103 S Palm Drive, 8203 S Palm Drive and 8210 Florida Drive Pembroke Pines, FL 33025-4533 (the "Premises"), commonly known as "Pines Place," consisting of 614 residential units plus any units added or constructed in the future.

The Company has been granted a franchise by an authorized governmental agency (the "Franchise Authority") to construct and operate a cable communications system in Pembroke Pines, Florida (the "Franchise Area"). The Owner desires to provide broadband services to the Premises, including, but not limited to, multi-channel video, high speed data, information and voice services (collectively, the "Services") and the Company is willing to install, maintain and operate a broadband communications system for such purposes on the Premises in accordance with the terms and conditions below.

The parties, for good and valuable consideration, intending to be legally bound, agree as follows:

1. Wiring.

a) Premises Wiring. The Company has installed all facilities necessary to transmit the Services to the Premises, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment and appurtenant devices up to and including the Company's tap (collectively, the "Company Wiring"). The cable home run wiring consisting of the coaxial wiring after the Company's tap to the first splitter within each unit and the cable home wiring consisting of the coaxial wiring after the first splitter within each unit have also been installed at the Premises. All work shall be done by the Company in a proper and workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards and local codes, unless otherwise provided in this Agreement. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company's operation of the wiring as set forth in this Section.

b) The System. The System shall consist of the Company Wiring and the cable home run wiring and cable home wiring.

c) Use and Maintenance of Wiring. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right, at the Company's expense, to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Owner nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Owner within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

d) Damages to Premises. The Company, at its expense, agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the System except as otherwise provided in this Agreement.

e) Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company. The cable home run wiring and cable home wiring is and will remain the property of the Owner.

2. Easement. The Owner has the authority to grant and does hereby grant to the Company an easement to operate the Company Wiring, and shall cause such easement to run with the Premises. The Owner hereby agrees to execute the form of easement attached hereto as Exhibit A and incorporated herein by reference.

3. Access. The Owner shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Owner shall supply the names and unit numbers of residents at reasonable intervals. The Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.

4. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Owner shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises.

5. Fees and Charges for Services. Additional terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in the Bulk Bill Addendum attached hereto between the Owner and the Company. Except as set forth in the Bulk Bill Addendum, the Owner assumes no liability or responsibility for service charges contracted for by individual residents. All billing and collections for service charges incurred by individual residents will be accomplished by the Company.

6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The Company representatives will be available to respond to customer telephone inquiries during normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

7. Private Reception Devices. Notwithstanding anything else in this Agreement to the contrary, the Company shall not interfere with the right of an individual resident to install or use his own private reception device.

8. Interference. If any device or facility belonging to a resident or the Owner does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue the Services to the Premises or, at the Company's discretion, to the individual unit until such non-conformance is cured by the Owner or resident, as the case may be.

9. Term. This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Owner and the Company and their respective successors and assigns for a term of 5 years from the date first set forth above. This Agreement shall automatically renew for successive periods of 2 years unless either party shall provide the other with a minimum 60 days notice of its intention not to renew at the end of the then current term.

10. Insurance. The Company agrees to maintain public liability insurance and property damage liability insurance as required by the Company's franchise agreement with the Franchise Authority. Upon request, the Company will provide the Owner with a certificate evidencing such insurance, naming the Owner as additional insured.

11. Indemnification. The Company shall indemnify, defend and hold harmless the Owner, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of the Company or its personnel, directors, agents or representatives in the operation or maintenance of the System, the Services provided to residents at the Premises pursuant to this Agreement or a breach of this Agreement.

12. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Termination.

a) Default. In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have 60 days to either (i) notify the non-defaulting party that no default occurred and provide reasonable proof thereof, (ii) cure the default, or (iii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

b) Permanent Loss of Authority. This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company lacks authority to continue to provide the Services to the Premises due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.

14. Removal of Company Wiring.

a) Upon expiration or termination of this Agreement for any reason, the Company shall have a period of 6 months during which it shall be entitled, but not required, to remove the Company Wiring. The Company shall promptly repair any damage to the Premises caused by such removal.

b) Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in Section 14(a) shall be tolled for as long as the Company has the right under applicable law to continue to provide any or all of the Services to any or all of the units on the Premises after the termination or expiration of this Agreement, in which case the Company shall have the right to continue to own and use the Company Wiring and to interconnect with and use the cable home run wiring and cable home wiring to provide the Services. This Section shall survive the termination of this Agreement.

15. Marketing Support. The term "Marketing Support" shall include, but not be limited to, the Owner's presentation of the Company's marketing materials for the Company's services, as set forth in the table below, to existing and prospective residents. Marketing materials may include, at the Company's discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company.

Marketed Services	Type of Support
All services offered by the Company at the Premises.	Exclusive

16. Common Area Courtesy Video Outlet. The Company shall provide 1 outlet(s) at no charge to the Owner at the Premises with Digital Service level of service (the "Video Courtesy Outlets"). The Owner acknowledges and agrees that it is prohibited by federal copyright law, and the Company's agreement with its programming providers from ordering, purchasing, or exhibiting premium services or pay-per-view programming in the common areas of the Premises. The Owner hereby covenants and agrees that it will not order, purchase, receive or exhibit premium services or pay-per-view programming in the common areas of the Premises, nor permit any other person to do so. In the event the Owner engages, authorizes or permits any of the conduct described above, in addition to any other remedies available at equity or at law, the Company may terminate the Video Courtesy Outlets. The Owner shall return any equipment provided by the Company for use with the Video Courtesy Outlets within 10 days of the expiration or termination of this Agreement. The Owner shall reimburse the Company for the Company's

costs to replace any receivers or remotes issued to the Owner that are lost, stolen, missing or damaged within 30 days of receipt of an invoice from the Company.

17. Common Area Courtesy Internet Outlet. The Company shall provide 1 outlet(s) at no charge to the Owner with Performance level of service at the Premises ("Internet Courtesy Outlets"). The Owner agrees to be bound by the terms and conditions of the Comcast High Speed Internet Service subscriber agreement (as modified from time to time by Company, the "Internet Subscriber Agreement") and the Comcast High Speed Internet Acceptable Use Policy (the "AUP") as applied to the Internet Courtesy Outlet. A copy of the current Internet Subscriber Policy and AUP is available at www.comcast.com/Corporate/Customers/Policies/Policies.html. The Owner shall not connect the Internet Courtesy Outlets to wireless equipment, such as wireless access points without the express written consent of the Company. The Owner shall return any equipment provided by the Company for use with the Internet Courtesy Outlets within 10 days of the expiration or termination of this Agreement. In the event the Owner engages in, authorizes or permits a violation(s) of this subsection, the Internet Subscriber Agreement and/or AUP, in addition to any other remedies available at equity or at law, Company may terminate the Internet Courtesy Outlets. The Owner shall reimburse the Company for the Company's costs to replace any equipment issued to the Owner that is lost, stolen, missing or damaged within 30 days of receipt of an invoice from the Company.

18. Miscellaneous.

a) Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to acts of God, the failure of equipment or facilities not owned or controlled by a party (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the party with the performance obligation.

b) Assignability; Binding Effect. This Agreement may be assigned by either party. The assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Owner sells, assigns, transfers or otherwise conveys the Premises to a third party, the Owner shall give the Company prior written notice of such change of ownership or control. The Owner shall cause any new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

c) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles.

d) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

e) Recording. The Company may record this Agreement (or a memorandum summarizing the material terms) in the public records of the county in which the Premises are located.

f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

City of Pembroke Pines, a Florida Municipal Corporation
10100 Pines Boulevard
Pembroke Pines, FL 33026
Attn.: City Manager

With a copy to:

Jay Shechter
301 N.W. 103rd Avenue
Pembroke Pines, FL 33026
Attn: Housing Director

and

Samuel S. Goren, City Attorney
3099 E. Commercial Blvd., #200
Fort Lauderdale, FL 33308

If to the Company:

Comcast of South Florida II, Inc.
789 International Parkway
Sunrise, FL 33325
Attn.: Director of Commercial Development

With a copy to:

Comcast Cable Communications, LLC
One Comcast Center
Philadelphia, PA 19103
Attn.: General Counsel

g) Confidentiality. Except for the recordation of this Agreement by the Company as set forth in Section 18(e), each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct its business.

h) Entire Agreement; Amendments. All recitals set forth above are hereby incorporated into the body of this Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

i) Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

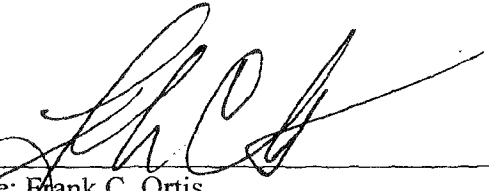
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER

-ATTEST

City of Pembroke Pines, a Florida Municipal Corporation

 12/27/12
Name: Judith A. Neugent, City Clerk

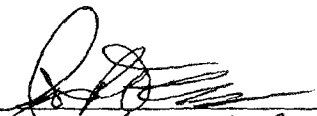
By: 
Name: Frank C. Ortis
Title: Mayor





ATTEST:

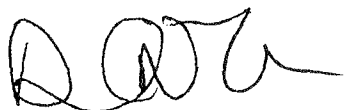
COMPANY

Comcast of South Florida II, Inc.


Name: ANDRES F. GEORGE

By: 
Name: Amy Smith
Title: Regional Senior Vice President, Florida Region



APPROVED AS TO LEGAL FORM:


Samuel S. Goren, City Attorney

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 27 day of December, 2012 by Frank C. Ortis, the Mayor of City of Pembroke Pines, a Florida Municipal Corporation, on behalf of said entity. He/she is personally known to me or has presented _____ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.


MARLENE GRAHAM Notary Public
(Print Name)

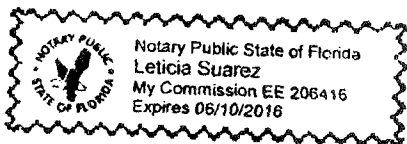
My commission expires: _____



STATE OF Florida)
) ss.
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 8th day of February, 2013 by Amy Smith, of Comcast of South Florida II, Inc., on behalf of said entity. He/She is personally known to me or has presented _____ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.



My Commission expires: _____

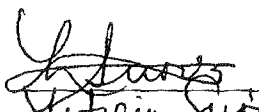

Leticia Suarez Notary Public
(Print Name)

EXHIBIT A

(see attached)

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GRANT OF EASEMENT

This Grant of Easement (this "Easement") dated December 15, 2012, is made by and between Comcast of South Florida II, Inc., with an address of, 789 International Parkway, Sunrise FL 33325 its successors and assigns, hereinafter referred to as "Grantee" and City of Pembroke Pines, a Florida Municipal Corporation, with an address of 10100 Pines Boulevard, , Pembroke Pines FL 33026 hereinafter referred to as "Grantor."

The Grantor and the Grantee are parties to a Services Agreement dated December 15, 2012, pursuant to which the Grantee provides certain broadband communications services to the Premises described below.

In consideration of One Dollar (\$1.00), the Grantor(s), owner(s) of the Premises described below, hereby grant(s) to the Grantee, its successors and assigns, an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Premises") located in Broward County, Florida described as follows:

LEGAL DESCRIPTION: (See Attached)

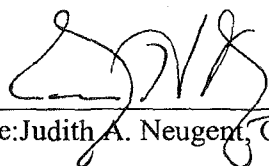
The Grantor(s) agree(s) for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Company Wiring and shall have free access to said Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Premises of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for so long as the Grantee, its successors or assigns provides broadband service to the Premises.


IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

-ATTEST

OWNER


City of Pembroke Pines, a Florida Municipal Corporation

 12/27/12
Name: Judith A. Neugent, City Clerk

By: 
Name: Frank C. Ortis
Title: Mayor


ATTEST:





Name: ANDRES F. GEORGE

COMPANY

Comcast of South Florida II, Inc.

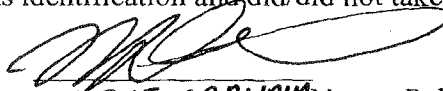
By: 
Name: Amy Smith
Title: Regional Senior Vice President, Florida Region

APPROVED AS TO LEGAL FORM:

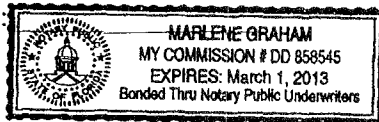

Samuel S. Goren, City Attorney

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 27 day of December, 2012, by Frank C. Ortis, the Mayor of City of Pembroke Pines, a Florida Municipal Corporation, on behalf of said entity. He/she is personally known to me or has presented _____ (type of identification) as identification and did/did not take an oath.
Witness my hand and official seal.


MARLENE GRAHAM Notary Public
(Print Name)

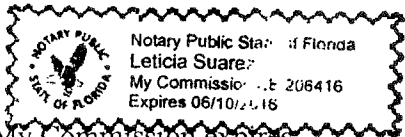
My commission expires:



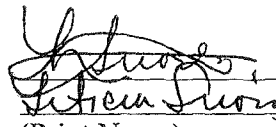
STATE OF Florida)
) ss.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 8th day of February, 2013, by Amy Smith, the Regional Senior Vice President, Florida Region of Comcast of South Florida II, Inc., on behalf of said entity. He/She is personally known to me or has presented _____ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.



My Commission expires: _____


Leticia Suarez Notary Public
(Print Name)

LEGAL DESCRIPTION

PEMBROKE PINES HEALTH PARK 174-179 B PARCEL A

FOLIO #:

5141 21 25 0010

ADDRESS(es):

8103 S Palm Drive, 8203 S. Palm Drive, 8210 Florida Drive, Pembroke Pines 33025

EXHIBIT B

BULK BILL ADDENDUM

THIS BULK BILL ADDENDUM (this "Bulk Addendum") is made and entered into on December 15, 2012, by and between Comcast of South Florida II, Inc. (the "Company") and City of Pembroke Pines, a Florida Municipal Corporation (the "Owner") who owns or has control over certain real estate and improvements thereon located at 8103 S Palm Drive, 8203 S Palm Drive and 8210 Florida Drive Pembroke Pines, FL 33025-4533 (the "Premises"), consisting of 614 residential units. This Bulk Addendum supplements that certain Services Agreement dated December 15, 2012 by and between the Owner and the Company (the "Agreement"). All undefined terms used herein shall have the same meaning ascribed to them in the Agreement.

1. The Company agrees to provide the Bulk Service to 3 outlet(s) in each of 614 units. As of the date of this Bulk Addendum, the Bulk Service consists of the channel lineup set forth on Exhibit C attached hereto and incorporated herein by reference-which is subject to change from time to time. The Owner shall pay the Company a monthly per unit service fee for the Bulk Service equal to \$12.12 per unit plus all applicable taxes and fees. The Owner represents and warrants it is a tax exempt entity, and to the extent the Company bills Owner for taxes the Owner is exempt from the payment of such taxes, provided that Owner notifies the Company of any amount it is withholding payment due to its tax exempt status. The monthly per unit service fee may be increased by the Company upon 30 days written notice to the Owner-and such increase shall not exceed 5% per year.
2. The Owner acknowledges and understands that a digital adaptor is required to receive the Bulk Service. To the extent that a resident does not have such equipment in their unit as of the effective date of this Bulk Bill Addendum, the Company will provide 1 digital adaptor and 1 remote control, each capable of receiving the Bulk Service, per outlet provided that the resident enters into a separate agreement with the Company accepting responsibility for the adaptors, remote(s) and any services purchased which are additional to the Bulk Service. If a resident refuses to enter into such agreement or violates such agreement, the Company shall only be required to provide those portions of the Bulk Service, which do not require a adaptor without any reduction in the monthly per unit service fee. The type of digital adaptor and remote provided to the residents shall be at the Company's sole discretion.
3. Monthly per unit service fees pursuant to this Bulk Addendum shall be due and payable upon receipt of an invoice and shall be subject to administrative fees if not paid within 15 calendar days of receipt thereof. The Company may terminate this Bulk Addendum upon written notice to the Owner in the event payment of the monthly per unit service fee remains unpaid for 60 days.
4. Any hearing impaired or legally blind unit resident who does not occupy the unit with a non-hearing impaired or sighted person may discontinue service under this Bulk Addendum without incurring disconnect fees, penalties or subsequent service charges.
5. The Owner acknowledges and agrees that the Company has the right at any time to preempt, without prior notice, specific programs and to determine what substitute programming, if

any, shall be made available. The Company may in its discretion make additions, deletions or modifications to its channel line-up without liability to the Owner or anyone claiming through the Owner. The Company shall not be liable for failure to deliver any programming which is caused by the failure of the programmer to deliver or make such programming available to the Company or any other reason beyond the reasonable control of the Company.

6. This Bulk Addendum shall be effective as of the date set forth above and shall continue for a term concurrent with the term of the Agreement, unless earlier terminated. In the event this Bulk Addendum is terminated by either party for any reason, the Company shall have the right to continue to provide the Services to individual residents pursuant to contracts between the Company and such residents in accordance with the Agreement.

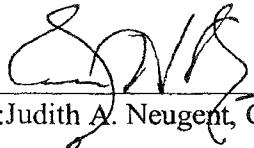
7. The Owner may not sell, offer for sale or resell any of the services contemplated by this Bulk Addendum without the prior written consent of the Company.

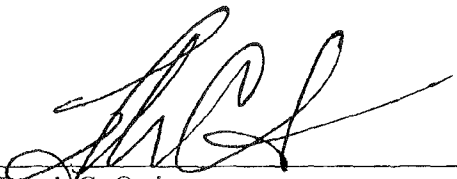
The terms and conditions of the Agreement shall remain in full force and effect, except as modified by this Bulk Addendum.

OWNER

-ATTEST

City of Pembroke Pines, a Florida Municipal Corporation

 12/27/2
Name: Judith A. Neugent, City Clerk

By: 
Name: Frank C. Ortis
Title: Mayor


ATTEST:




Name: ANDRES F. GEORGE

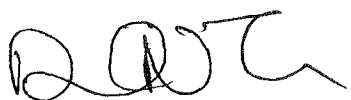
COMPANY

Comcast of South Florida II, Inc.

By: 
Name: Amy Smith
Title: Regional Senior Vice President, Florida Region



APPROVED AS TO LEGAL FORM:


Samuel S. Goren, City Attorney

Digital Adapter Service
Channel Lineup

LIMITED BASIC

2	WPBT-2 (PBS MIAMI)
3	WBFS-33 (MY NETWORK TV)
4	WFOR-4 (CBS)
5	QVC
6	WTVJ-6 (NBC)
7	WSVN-7 (FOX)
8	WGEN-8 (GENTV)
9	WLTU-23 (UNIVISION)
10	WPLG-10 (ABC)
11	WSFL-39 (CW NETWORK)
12	WJAN-41 (AMERICA TEVE)
13	WSCV-51 (TELEMUNDO)
14	C-SPAN
16	WPXM-35 (ION)
17	WLRN-17 (PBS MIAMI)
19	WBEC-63 (BECON)
20	WXEL-42 (PBS WEST PALM BEACH)
21	WHFT-45 (TBN)
22	WSBS-22 (MEGA)
23	WAMI-69 (TELEFUTURA)
24	HSN
25	WGN
77	GOVERNMENT ACCESS
80	TELEMIAMI
81	MIAMI LATIN TV
83	ONDAS DE AMOR
88	TELEAMERICA
104	C-SPAN 2
177	TV GUIDE NETWORK
201	WPBT-V-ME
202	WPBT-CREATE
209	WPLG-LATV
216	WTVJ-NBC PLUS
217	WTVJ-UNIVERSAL SPORTS
220	WSVN-ESTRELLA TV
224	WSFL-AZTECA AMERICA
225	WSFL-ANTENNA TV
226	WSFL-THIS TV
229	WSCV - EXITOS
578	HOMETOWN TV
580	LOCAL ORIGINATION

CHANNEL AGREEMENT

THIS CHANNEL AGREEMENT (this "Channel Agreement") is made and entered into on December 15, 2012, by and between Comcast of South Florida II, Inc. (the "Company"), and City of Pembroke Pines, a Florida Municipal Corporation (the "Owner") who owns or has control over certain real estate and improvements thereon located at 401, 501 & 601 NW 103rd Avenue Pembroke Pines, FL 33026-6016 (the "Premises"), consisting of 190 residential units.

WHEREAS, the Company and the Owner are parties to a(n) Services Agreement dated December 15, 2012 (the "Services Agreement"); and

WHEREAS, in connection with the Services Agreement, the Company agrees to provide channel space on its cable communications system (the "Company Wiring") serving the Premises which will allow the Owner to provide information to residents of the Premises and/or perform certain monitoring functions as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Owner and the Company hereby agree as follows:

1. The Company agrees to install the equipment which will allow the Owner to insert on 2 channel(s) (the "Equipment") on the Company Wiring a modulated video source of non-commercial origin and content (hereafter known as the "Community Channel") for the purpose of monitoring certain areas on and around the Premises and/or inserting non-commercial messages of general interest to the residents of the Premises and for no other purpose. Video will be of a NTSC format (standard video). Audio (if used) will be non-commercial in content. Video and audio shall be technically compatible with the Company Wiring.
2. The Owner will be responsible for purchasing and maintaining the Equipment and all other equipment necessary for the use and operation of Community Channel.
3. The Owner shall pay to the Company within 30 days of receipt of an invoice all costs associated with the installation of the Equipment and connection of the Equipment to the Company Wiring.
4. The Company, in its sole discretion, shall designate the channel or channels on which the Community Channel will appear. The Company reserves the right to change such channel or channels, in its sole discretion, at any time and for any reason.
5. The Owner shall not relocate, tamper with or modify any of the Company's equipment located on the Premises.
6. The Company shall not be liable to the Owner, or to any other person having an interest in the Premises, arising as a result of the installation of the Equipment or for damage to or failure of the Equipment or the Community Channel or for its use or operation.

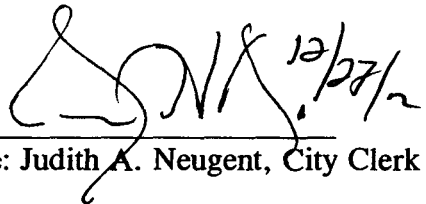
7. The Owner shall not use the Equipment or Community Channel for any unlawful purpose, including but not limited to, the transmission of material in violation of any federal, state or local regulation or law including but not limited to, material which is obscene, unlawful, defamatory, or which infringes the intellectual property rights of any person. The Company reserves the right to immediately terminate this Channel Agreement and the Community Channel in the event the Owner, its agents or representatives engage in any activities in violation of this paragraph or which violate the Company's franchise agreement, any laws, rules or regulations governing the operation of the Company Wiring, or any of the Company's business policies.
8. The Owner agrees to indemnify, defend and hold the Company harmless from and against any and all claims and expenses (including reasonable attorney fees) resulting from the Owner's violation of this Channel Agreement, the use of or inability to use the Community Channel.
9. Nothing contained in this Channel Agreement shall be construed to create a partnership, joint venture or other agency relationship between the parties.
10. Unless earlier terminated in accordance with the terms and conditions set forth herein, this Channel Agreement shall have a term concurrent with the term of the Services Agreement.
11. This Channel Agreement shall be governed and construed in accordance with the substantive laws of the state in which the Premises is located.
12. This Channel Agreement may not be modified except by a written instrument signed by both parties.
13. If any provision of this Channel Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Channel Agreement shall remain in full force and effect.
14. No delay or omission by either party to exercise any right or power which it has under this Channel Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any breach or covenant shall not be construed to be a waiver of any other breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.
15. This Channel Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements of such parties in connection herewith.

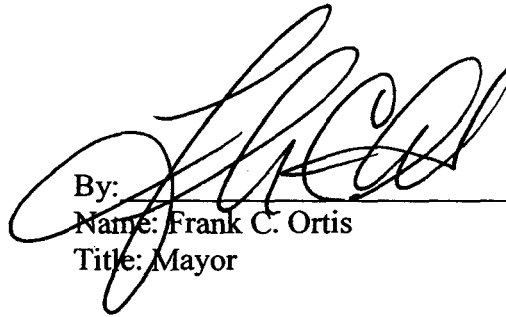
IN WITNESS WHEREOF, the parties hereto have caused this Channel Agreement to be executed by their duly authorized representatives as of the date first set forth above.

ATTEST:

OWNER

City of Pembroke Pines, a Florida Municipal Corporation

 12/27/21
Name: Judith A. Neugent, City Clerk

By: 
Name: Frank C. Ortis
Title: Mayor



COMPANY

Comcast of South Florida II, Inc.

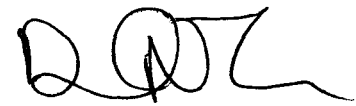
ATTEST:

Name: _____

By: _____
Name: Amy Smith
Title: Regional Senior Vice President, Florida Region



APPROVED AS TO LEGAL FORM:


Samuel S. Goren, City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Channel Agreement to be executed by their duly authorized representatives as of the date first set forth above.

ATTEST:

OWNER

City of Pembroke Pines, a Florida Municipal Corporation

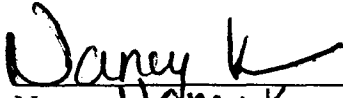
Name: Judith A. Neugent, City Clerk


By: _____
Name: Frank C. Ortis
Title: Mayor

COMPANY

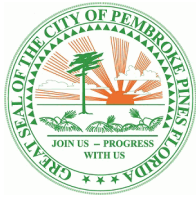
Comcast of South Florida II, Inc.

ATTEST:


Name: Nancy Kantor

By: 
Name: Amy Smith
Title: Regional Senior Vice President, Florida Region

APPROVED AS TO LEGAL FORM:



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 14.

File ID: 2012-R-45

Type: Resolution

Status: Passed

Version: 0

**Agenda
Section:**

In Control: City Commission

File Created: 09/27/2012

Short Title: Proposed Resolution No. 2012-R-45, Comcast of South Florida II, Inc. Service Agreements for Pines Place & Pines Point

Final Action: 12/19/2012

Title: MOTION TO ADOPT PROPOSED RESOLUTION NO. 2012-R-45.

PROPOSED RESOLUTION NO. 2012-R-45 IS A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF (1) A SERVICES AGREEMENT WITH COMCAST OF SOUTH FLORIDA II, INC., FOR PINES PLACE, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN; GRANTING AN EASEMENT TO COMCAST OF SOUTH FLORIDA II, INC., AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A;" (2) APPROVING AND AUTHORIZING THE EXECUTION OF A SERVICES AGREEMENT WITH COMCAST OF SOUTH FLORIDA II, INC., FOR PINES POINT, MORE PARTICULARLY DESCRIBED IN EXHIBIT "B", ATTACHED HERETO AND INCORPORATED HEREIN; GRANTING AN EASEMENT TO COMCAST OF SOUTH FLORIDA II, INC., AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "B;" DIRECTING THE APPROPRIATE MEMBERS OF CITY STAFF TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

***Agenda Date:** 12/19/2012

Agenda Number: 14.

Enactment Number: 3364

Internal Notes:

Attachments: 1. Proposed Resolution No. 2012-R-45, 2. Exhibit A - Services Agreement with Comcast of South Florida II, Inc., for Pines Place, 3. Exhibit B - Services Agreement with Comcast of South Florida II, Inc., for Pines Point

0	Community Services	10/01/2012	sent for approval	Community Services Director
0	Community Services Director	10/01/2012	sent for approval	Budget

0	Budget	10/01/2012	returned for additional information	Community Services
Action Text: 41225 inadequate (\$83k) using numbers in "Financial Impact" section, which total >\$86k.				
0	Community Services	10/01/2012	sent for approval	Budget
0	Budget	10/01/2012	Reviewed for Financial Impact Detail	Finance Director
0	Finance Director	10/01/2012	returned for additional information	Budget
Action Text: Need 5 year financial impact. Need to show the total annual cost - including taxes & fees.				
0	Budget	10/01/2012	returned for additional information	Community Services
0	Community Services	10/02/2012	sent for approval	Finance Director
0	Finance Director	10/03/2012	Approved as to Financial Impact Form	City Attorney
0	City Attorney	10/04/2012	Reviewed by Legal	Assistant City Manager
0	Purchasing Manager	10/09/2012	returned for additional information	Purchasing Manager
0	City Clerk	10/15/2012	sent for approval	Community Services
0	Community Services	10/18/2012	sent for approval	Community Services Director
Notes: Comcast Pines Point Agreement added - BA Request in progress.				
0	Community Services Director	10/18/2012	sent for approval	Budget
0	Budget	10/18/2012	Reviewed for Financial Impact Detail	Finance Director
Action Text: BA in process, OK				
0	Finance Director	10/18/2012	Approved as to Financial Impact Form	City Attorney
0	City Attorney	10/22/2012	returned for additional information	Purchasing Manager
0	Purchasing Manager	12/04/2012	returned for additional information	Public Services
0	Public Services	12/10/2012	sent for approval	Budget
0	Budget	12/10/2012	Reviewed for Financial Impact Detail	Finance Director
0	Finance Director	12/11/2012	Approved as to Financial Impact Form	City Attorney

0	City Attorney	12/11/2012	Reviewed by Legal	Assistant City Manager	
0	Assistant City Manager	12/11/2012	sent for approval	Commission Auditor	
0	Commission Auditor	12/11/2012	Approved by Commission Auditor	City Manager	
0	City Manager	12/12/2012	approved for the agenda	City Clerk	
0	City Commission	12/19/2012	adopt		Pass

Action Text: A motion was made by Commissioner Schwartz, seconded by Commissioner Castillo, to adopt Proposed Resolution No. 2012-R-45. The motion passed by the following vote:
Aye: - 4 Commissioner Shechter, Castillo, Siple, and Schwartz
Abstain: - 1 Mayor Ortis
Nay: - 0

MOTION TO ADOPT PROPOSED RESOLUTION NO. 2012-R-45.

PROPOSED RESOLUTION NO. 2012-R-45 IS A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PEMBROKE PINES, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF (1) A SERVICES AGREEMENT WITH COMCAST OF SOUTH FLORIDA II, INC., FOR PINES PLACE, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN; GRANTING AN EASEMENT TO COMCAST OF SOUTH FLORIDA II, INC., AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A;" (2) APPROVING AND AUTHORIZING THE EXECUTION OF A SERVICES AGREEMENT WITH COMCAST OF SOUTH FLORIDA II, INC., FOR PINES POINT, MORE PARTICULARLY DESCRIBED IN EXHIBIT "B", ATTACHED HERETO AND INCORPORATED HEREIN; GRANTING AN EASEMENT TO COMCAST OF SOUTH FLORIDA II, INC., AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "B;" DIRECTING THE APPROPRIATE MEMBERS OF CITY STAFF TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY EXPLANATION AND BACKGROUND:

Pines Place Agreement:

1. On May 4, 2005, the City Commission awarded RFP # PSPW-05-01 for Cable/Satellite Services at the Howard C. Forman Campus to the most responsive/responsible proposer, Comcast Communications, Inc., for an initial 5 year period.
2. This Bulk Service Agreement for Pines Place is for an initial term of five years and shall renew for successive periods of five (5) years. By written notice of both parties a minimum sixty (60) days notice of its intention to renew at the end of the then current term.
3. The agreement also provides for a monthly per unit service fee equal to \$9.21, plus all

applicable taxes and fees. Upon thirty (30) days written notice, the Company may increase the monthly per unit service fee by five percent (5%) annually.

4. The Bulk Service Agreement for Pines Place was fully executed on October 3, 2007, which would indicate the expiration date of the initial period as October 2, 2012.

5. The City of Pembroke Pines Community Services Department desires to continue providing cable services to the residential units located at 8103 S. Palm Drive, 8203 S. Palm Drive and 8210 Florida Drive, Pembroke Pines, FL 33025 known as "Pines Place."

Pines Point Agreement:

6. Similarly, the City has a Services Agreement for Pines Point. The initial term of this agreement is for eight years and it shall automatically renew for successive periods of two (2) years unless either party shall provide the other with a minimum sixty (60) days notice of its intention not to renew at the end of the then current term.

7. The agreement also provides for a monthly per unit service fee equal to \$10.95, plus all applicable taxes and fees. The monthly per unit service fee may be increased by the Company upon thirty (30) days written notice by no more than 5% in any 12 month period.

8. The Services Agreement for Pines Point is dated November 10, 2008, which would indicate the expiration date of the initial period as November 9, 2016.

9. The City of Pembroke Pines Community Services Department also desires to continue providing cable services to the residential units located at 401, 501 & 601 NW 103rd Avenue, Pembroke Pines, FL 33026 known as "Pines Point."

Renewal Agreements:

10. With the rates increasing at 5% each year, the monthly per unit service fees for the renewal periods would be charged at \$11.75 at Pines Place and \$13.31 at Pines Point.

11. In an effort to align the terms and pricing of the agreements for both locations, Pines Place and Pines Point, the Purchasing Manager has negotiated a new rate of \$12.12 per unit at both sites.

Current Pricing:

Location	Per Unit Price	# of Units	Total Monthly Price
Pines Place	\$11.75	614	\$7,214.50
Pines Point	\$13.31	190	\$2,528.90
Total Cost			\$9,743.40

New Pricing:

Location	Per Unit Price	# of Units	Total Monthly Price
----------	----------------	------------	---------------------

Pines Place	\$12.12	614	\$7,441.68
Pines Point	\$12.12	190	\$2,302.80
Total Cost			\$9,744.48

12. The Community Services Department is requesting to renew these services by terminating the existing agreements and entering into the attached Services Agreements for Pines Place and Pines Point with Comcast of South Florida II, Inc., with an effective date of December 15, 2012, for an additional 5 year period with automatic renewal periods of 2 years unless either party provides the other with a minimum 60 days notice of its intention not to renew at the end of the then current term. Similar to the previous agreement, upon thirty (30) days written notice, the Company may increase the monthly per unit service fee by five percent (5%) annually.

13. A Channel Agreement is included in the Pines Point Service Agreement. This means that, Comcast agrees to provide channel space on its cable communications system, this will allow the City of Pembroke Pines to provide information to the Pines Point residents.

14. Requesting Commission approval to enter into agreements with Comcast of South Florida II, Inc. to provide services to the City of Pembroke Pines locations of Pines Place and Pines Point for a period of five (5) years effective December 15, 2012.

Item has been reviewed by the Commission Auditor and approved for the Agenda.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$134,473.82 for the first 12 month period, however only \$100,855.37 for the remaining three quarters of the fiscal year.

Pines Place:

\$102,695.18 for the first 12 month period (614 residential units X \$12.12 monthly per unit charge x 12 months + taxes and fees estimated at 15% of the total cost). \$77,021.39 for the remaining three quarters of the fiscal year.

Pines Point:

\$ 31,778.64 for the first 12 month period (190 residential units X \$12.12 monthly per unit charge x 12 months + taxes and fees estimated at 15% of the total cost). \$23,833.98 for the remaining three quarters of the fiscal year.

b) Amount budgeted for this item in Account No: \$89,358 budgeted in account # 1-554-8002-603-41225 Cable Fees for Pines Place and \$32,264 budgeted in account # 1-554-8002-41225 Cable Fees for Pines Point.

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

d) 5 year projection of the operational cost of the project :

Pines Place	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$77,021.39	\$106,546.25	\$111,873.56	\$117,467.24	\$123,340.60
Net Cost	\$77,021.39	\$106,546.25	\$111,873.56	\$117,467.24	\$123,340.60

Pines Point	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$23,833.98	\$32,970.34	\$34,618.85	\$36,349.80	\$38,167.29
Net Cost	\$23,833.98	\$32,970.34	\$34,618.85	\$36,349.80	\$38,167.29

e) Detail of additional staff requirements: Not Applicable.



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 16.

File ID: 20-0175

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 02/11/2020

Short Title: Contracts Database Report - March

Final Action: 03/04/2020

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

(A) Comcast of South Florida II, Inc. - Basic Cable and Broadcast TV for Pines Point and Pines Place - Renewal

(B) SBA Communications Corporation - Communication Tower - Renewal of Lease - Chapel Trail

***Agenda Date:** 03/04/2020

Agenda Number: 16.

Internal Notes:

Attachments: 1. Contracts Database Report - March 4, 2020, 2. Comcast - Cable - Bulk Service, Channel and Grant Easement - Pines Point 2012-2017 (w Auto 2-yr Renewal), 3. Comcast of South Florida II, Inc - Bulk Service, Channel & Grant Easement - Pines Place - 2012-17 (Auto 2-yr renewals), 4. SBA Communications Corporation -Original Lease Agreement with (All Backup) - Renewal Notice

1 City Commission 03/04/2020 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 Castillo

Nay: - 0

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

(A) Comcast of South Florida II, Inc. - Basic Cable and Broadcast TV for Pines Point and Pines Place - Renewal

(B) SBA Communications Corporation - Communication Tower - Renewal of Lease - Chapel Trail

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) Comcast of South Florida II, Inc. - Basic Cable and Broadcast TV for Pines Point and Pines Place.

1. On December 27, 2012, the City entered into a Services Agreement with Comcast of South Florida II, Inc. for an initial five (5) year period, commencing December 15, 2012 and expiring December 14, 2017.
2. The City of Pembroke Pines Community Services Department utilizes Comcast of South Florida II, Inc. to provide basic cable and broadcast TV services for the senior residential units at Pines Point and Pines Place.
3. Section 9 of the Original Agreement allows for additional automatic two (2) year renewal terms.
4. On December 15, 2017 the services were automatically renewed for an additional two (2) year term.
5. The Community Services Department recommends that the City Commission approve the automatic renewal of these services for an additional two (2) year renewal term commencing December 15, 2019 and ending December 14, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$329,104.08

b) **Amount budgeted for this item in Account No:**

Pines Point: \$77,768.50 budgeted in account # 1-554-8002-41225

Pines Place: \$251,335.58 in account # 1-554-8002-603-41225

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

d) **5 year projection of the operational cost of the project:**

Pines Point

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$00	\$00	\$00	\$00	\$00
Expenditures	\$29,063.50	\$38,964.00	\$9,741.00	\$00	\$00
Net Cost	\$29,063.50	\$38,964.00	\$9,741.00	\$00	\$00

Pines Place

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$00	\$00	\$00	\$00	\$00
Expenditures	\$93,939.98	\$125,916.48	\$31,479.12	\$00	\$00
Net Cost	\$93,939.98	\$125,916.48	\$31,479.12	\$00	\$00

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

(B) SBA Communications Corporation - Renewal of Communication Tower Lease - Chapel Trail

1. On April 5, 2000, the City Commission approved to enter into a lease agreement with Nextel South Corporation for an initial ten (10) year period, commencing April 10, 2000 and expiring April 09, 2010.

2. Section 5.01 of the Original Agreement allows for three (3) additional five (5) year renewal terms upon mutual consent, evidenced by a written Amendment.

3. On March 8, 2010, the Parties executed the First Amendment to the Original Agreement for the first, five (5) year renewal term and on January 12, 2015, the Parties executed the Second Amendment to the Original Agreement extending the term to April 9, 2020.

4. The Finance Department recommends that the City Commission approve this Third Amendment to renew the Agreement for the third and final five (5) year term expiring April 9, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Revenue:** \$50,209.89 Base Rental Fee (Annual CPI Increase of 3%.)

b) **Amount budgeted for this item in Account No:** \$50,209.89 in Account 1-362031-6001 Rental Cell Towers.

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

d) 5 year projection of the operational cost of the

	Current FY	Year 2	Year 3	Year 4	Year 5	
Revenues	\$50,209.89	\$51,716.19	\$53,267.67	\$54,865.71		\$56,511.68
Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Net Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

e) Detail of additional staff requirements: Not Applicable



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
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Agenda Request Form

Agenda Number: 26.

File ID: 21-0535

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 06/08/2021

Short Title: Contracts Database Report - June 16th, 2021

Final Action: 06/16/2021

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

- (A) Ashley Gortler OTR, LLC - Occupational Therapy - Renewal
- (B) Instructure, Inc.-Canvas Learning Management - Renewal
- (C) Comcast of South Florida II, Inc. - Basic Cable and Broadcast TV for Pines Point and Pines Place - Renewal
- (D) Cintas Corporation NO. 2 - Uniform Rental and Cleaning Service - Fire Department - Renewal
- (E) ESO Solutions, Inc. - Record Management Software - Renewal
- (F) Keylite Power & Lighting Corp - Maintenance of Fire Station Alerting Systems - Renewal

***Agenda Date:** 06/16/2021

Agenda Number: 26.

Internal Notes:

Attachments: 1. Contracts Database Report - June 16, 2021, 2. A. Ashley_Gortler_OTR_LLC__Occupational_Therapy (all backup), 3. B. Instructure (Canvas) - Canvas (ALL BACKUP), 4. C1. Comcast Cable Pines Point Renewal 2019-2021 (all backup), 5. C2. Comcast Cable Pines Place Renewal 2019-2021 (all backup), 6. D. Cintas Corporation No. 2 - Uniforms for Fire Department -(all backup), 7. E. ESO Solutions, Inc. - Records Management & HDE (all backup), 8. F. Keylite Power & Lighting Corp - Station Alerting System Service Agreement (all backup)

1 City Commission 06/16/2021 approve

Pass

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

Aye: - 5 Mayor Ortis, Vice Mayor Good Jr., Commissioner Schwartz,
Commissioner Castillo, and Commissioner Siple
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) Ashley Gortler OTR, LLC - Occupational Therapy- Renewal

1. On March 18, 2021, the City entered into an Agreement with Ashley Gortler OTR, LLC for an initial four (4) month period, commencing on March 8, 2021 and expiring on June 30, 2021.
2. The City's East Campus Charter Elementary School contracts Ashley Gortler OTR, LLC to provide occupational therapy services in order to comply with the requirements of Broward County Schools for the offering of such services.
3. Section 3.1 of the Original Agreement authorizes the renewal of the Original Agreement for three (3), additional, one (1) year renewal terms by the Parties upon the execution of a written amendment.
4. The City's East Campus Charter Elementary School is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the one (1) year renewal term commencing on July 1, 2021 and expiring on June 30, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$64,800
- b) **Amount budgeted for this item in Account No:**
170-569-5051-531310-6130-310-0000-00550 (Professional Services)
- c) **Source of funding for difference, if not fully budgeted:** Same Account
- d) **5 year projection of the operational cost of the project** Not Applicable

Current FY

School FY 2021-22

Revenues	\$.00	\$.00
Expenditures	\$25,000.00	\$64,800.00
Net Cost	\$25,000.00	\$64,800.00

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

(B) Instructure, Inc.-Canvas Learning Management Software - Renewal

1. On September 6, 2017, the City entered into an Agreement with Instructure, Inc. for an initial four (4) year period, commencing July 1, 2017 and naturally expiring June 30, 2021.
2. On August 1, 2018, the City executed the 1st Amendment to the Original Agreement with Instructure, Inc. to add the additional services of the Canvas Cloud Subscription.
3. Instructure, Inc. provides the Canvas learning management software for the City's Charter Schools.
4. The City's Charter Schools has been satisfied with the performance and execution of Instructure, Inc. and would like for the City commission to approve this new Agreement for a three (3) year period commencing on July 1, 2021 and expiring on June 30, 2024.

FINANCIAL IMPACT DETAIL:

a) **Estimated Renewal Cost:** \$30,600.00

b) **Amount budgeted for this item in Account No:** \$30,600.00 is budgeted in the 2021-2022 Proposed Charter School Budgets within the Non-capitalized Software Accounts.

School Site	Account Coding	Amount
East Elementary (K-3)	170-569-5051-552652-5101-369-0000-00550	\$ 2,378.42
East Elementary (4-5)	170-569-5051-552652-5102-369-0000-00550	\$ 1,171.46
West Elementary (K-3)	170-569-5051-552652-5101-369-0000-00551	\$ 2,038.65
West Elementary (4-5)	170-569-5051-552652-5102-369-0000-00551	\$ 1,004.11
Central Elementary (K-3)	170-569-5051-552652-5101-369-0000-00552	\$ 2,038.65
Central Elementary (4-5)	170-569-5051-552652-5102-369-0000-00552	\$ 1,004.11
West Middle	171-569-5052-552652-5102-369-0000-00553	\$ 3,448.46
Central Middle	171-569-5052-552652-5102-369-0000-00554	\$ 3,321.68
Academic Village Middle	172-569-5053-552652-5102-369-0000-	\$ 1,521.38
Academic Village High	172-569-5053-552652-5103-369-0000-	\$ 9,128.27
FSU Elementary (K-3)	173-569-5061-552652-5101-369-0000-	\$ 2,375.02
FSU Elementary (4-5)	173-569-5061-552652-5102-369-0000-	\$ 1,169.79
	Total	\$ 30,600.00

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
Revenues	\$.00	\$.00	\$.00

Expenditures	\$30,600.00	\$30,240.00	\$31,560.00
Net Cost	\$30,600.00	\$30,240.00	\$31,560.00

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

(C) Comcast of South Florida II, Inc. - Basic Cable and Broadcast TV for Pines Point and Pines Place - Renewal

1. On December 27, 2012, the City entered into two (2) Services Agreements with Comcast of South Florida II, Inc., each for an initial five (5) year period, commencing on December 15, 2012 and expiring on December 14, 2017.
2. The City of Pembroke Pines Community Services Department utilizes Comcast of South Florida II, Inc. to provide basic cable and broadcast TV services for the senior residential units at Pines Point and Pines Place.
3. Section 9 of each of the Original Agreements authorizes the renewal of the Original Agreement for additional automatic two (2) year renewal terms.
4. Both on December 15, 2017 and 2019 the services were automatically renewed for additional two (2) year terms, extending the Agreements to December 14, 2021.
5. The Community Services Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve the automatic renewal of these services for an additional two (2) year renewal term commencing on December 15, 2021 and expiring on December 14, 2023, as allowed by the Agreements.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost: \$370,360.39**

b) **Amount budgeted for this item in Account No:** Cable Fees: Pines Point \$-001-554-8002-541225-0000-000-0000-00000, Pines Place - 001-554-8002-541225-0000-000-0000-00603

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

d) **2 year projection of the operational cost of the project:**

Pines Point:

	FY 2021-22	FY 2022-23	FY 2023-24
Revenues	\$.00	\$.00	\$.00
Expenditures	\$33,752.07	\$44,389.09	\$9,396.88
Net Cost	\$33,752.07	\$44,389.09	\$9,396.88

Pines Place:

	FY 2021-22	FY 2022-23	FY 2023-24
Revenues	\$.00	\$.00	\$.00
Expenditures	\$109,047.91	\$143,414.52	\$30,359.93

Net Cost	\$109,047.91	\$143,414.52	\$30,359.93
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Total:

	FY 2021-22	FY 2022-23	FY 2023-24
Revenues	\$.00	\$.00	\$.00
Expenditures	\$142,799.98	\$187,803.60	\$39,756.81
Net Cost	\$142,799.98	\$187,803.60	\$39,756.81

e) Detail of additional staff requirements: Not Applicable

(D) Cintas Corporation NO. 2 - Uniform Rental and Cleaning Service - Fire Department - Renewal

1. On May 25, 2017, the City entered into an Agreement with Cintas Corporation No. 2 for an initial two and a half (2½) year period, commencing on March 1, 2017 and expiring on September 30, 2019.
2. Cintas Corporation No. 2 provides rented uniforms and uniform cleaning services to Fire Department personnel using a combination of proprietary formulated detergents and commercial extractors, removing contaminants and bio-hazardous products from the uniforms.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional, two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On January 15, 2020, the Parties executed the First Amendment to the Original Agreement for the two (2) year renewal period commencing on October 1, 2019 and expiring on September 30, 2021.
5. The Fire Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Second Amendment for the two (2) year renewal term, commencing on October 1, 2021 and expiring on September 30, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost:** \$67,185.00
- b) Amount budgeted for this item in Account No:** 001-529-4003-534300-0000-000-0000
Other Service - Laundry & Cleaning.
- c) Source of funding for difference, if not fully budgeted:** "Not Applicable."
- d) 2 year projection of the operational cost of the project:**

	FY 2021-22	FY 2022-23
Revenues	\$.00	\$.00
Expenditures	\$33,096.00	\$34,089.00
Net Cost	\$33,096.00	\$34,089.00

e) Detail of additional staff requirements "Not Applicable"

(E) ESO Solutions, Inc. - Record Management Software - Renewal

1. On August 22, 2017, the City entered into a Record Management Software Agreement with ESO Solutions, Inc for an initial one (1) year period, commencing August 22, 2017 and expiring August 21, 2018.
2. The City of Pembroke Pines Fire Department utilizes ESO Solutions, Inc. to provide Health Records Management Software.
3. Section 3.2 of the Original Agreement authorizes the Agreement to be extended for five (5) additional one (1) year periods upon mutual consent, evidenced by a written Amendment.
4. The Original Agreement, has been renewed three times extending the term up to September 30, 2021.
5. The Fire Department recommends that the City Commission approve this Fifth Amendment for the one (1) year renewal term commencing on October 1, 2021 and expiring on September 30, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$41,427.99
- b) **Amount budgeted for this item in Account No:** 001 -529-4003-534995-0000-000-0000 (Other Svc-IT)
- c) **Source of funding for difference, if not fully budgeted:**
001-529-4003-541100-0000-000-0000-
- d) **1 year projection of the operational cost of the project:**

	FY 2021-22
Revenues	\$.00
Expenditures	\$41,427.99
Net Cost	\$41,427.99

e) Detail of additional staff requirements: Not Applicable

(F) Keylite Power & Lighting Corp - Maintenance of Fire Station Alerting Systems - Renewal

1. On May 1, 2018, the City entered into a Service Agreement with Keylite Power & Lighting Corp. for an initial one (1) year period, commencing on May 1, 2018 and expiring on April 30, 2019.

2. Keylite Power and Lighting Corp. is the sole source supplier and service company for the G2 Fire Station Alerting system that was installed in all of City's Fire Stations in 2019. Keylite Power and Lighting Corp. provides the Fire Department with twenty-four hour service to the alerting systems for emergency call outs and repairs.

3. Section 10 of the Original Agreement authorizes the renewal of the Original Agreement for four (4) additional one (1) year periods upon mutual consent, evidenced by a written Amendment.

4. On May 1, 2019 the Parties executed the First Amendment to the Original Agreement for one (1) year, commencing on May 1, 2019 and expiring on April 30, 2020.

5. On February 5, 2020 the Parties executed the Second Amendment to the Original Agreement to renew and align the term with the City's fiscal year, extending the renewal period to September 30, 2021.

6. The Fire Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Third Amendment to renew the Agreement for an additional one (1) year term commencing on October 1, 2021 and expiring on September 30, 2022, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$41,086.36

b) Amount budgeted for this item in Account No:

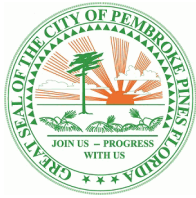
001-529-4003-546800-0000-000-0000-00000 Maintenance Contracts

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 2 year projection of the operational cost of the project:

	Current FY	FY 2021-22	FY 2022-23
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$40,760.16	\$41,086.36	\$42,318.95
Net Cost	\$40,760.16	\$41,086.36	\$42,318.95

e) Detail of additional staff requirements: Not Applicable



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 21.

File ID: 23-0053

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/23/2023

Short Title: Contracts Database Report - June 21, 2023

Final Action: 06/21/2023

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

- (A) Comcast of South Florida II, Inc. - Basic Cable and Broadcast TV for Pines Point and Pines Place - Renewal
- (B) Miller Legg & Associates, Inc. - Land Surveying Services - Renewal
- (C) Imagine Learning LLC - Student Online Services-Renewal
- (D) Lexipol LLC-Law Enforcement Wellness App-Renewal
- (E) Safeguard Services, Inc. - Janitorial Services for the Police Department - Renewal
- (F) Choices for Life, Inc.-Commercial Lease-Renewal
- (G) Miami Art Services-Art Installation at the Frank Gallery-Renewal
- (H) Bellsouth Telecommunications, LLC d/b/a AT&T Southeast - PRI Services - Renewal
- (I) Ferguson Enterprises, LLC-Utilities Fitting and Accessories-Renewal
- (J) Hawkins Water Treatment Group, Inc- Purchase of Hydrofluosilicic Acid-CO-OP Renewal

**ITEMS (K) AND (L) ARE NOT BEING RENEWED, 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:**

- (K) Keylite Power & Lighting Corp - Maintenance of Fire Station Alerting

Systems - Non-Renewal

(L) Allied Universal Corp. - Sodium Hypochlorite CO-OP Agreement -
Non-renewal

*Agenda Date: 06/21/2023

Agenda Number: 21.

Internal Notes:

Attachments: 1. Contracts Database Report - June 21st, 2023, 2. A. Comcast Cable Pines Point 2012 (all-backup), 3. A. Comcast Cable Pines Place 2012 (all-backup), 4. B. Miller Legg & Associates - Land Surveying Services PSEN-19-09 (AB), 5. C. Imagine Learning-Online Services for Charter Schools (ABD), 6. D. Lexipol MSA (AB), 7. E. Safeguard Services Inc Agreement - Janitorial Services (PD-21-01)(all backup), 8. F. Choices for Life, Inc. - Commercial Lease Agreement (AB), 9. G. Miami Art Services LLC - Art Installation Services (AB), 10. H. Bellsouth Telecommunications LLC dba AT&T Southeast - PRI Agreement (all-backup), 11. I. Ferguson Enterprises - Utilities Fittings and Accesories (AB), 12. J. Hawkins Hydrofluosilicic CO-OP (ABD-2), 13. K. Keylite Power & Lighting Corp - Station Alerting System Service Agreement (ABD), 14. L. Allied Universal - CO-OP Sodium Hypochlorite (AB)

1	City Commission	06/21/2023	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 Castillo	
		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) Comcast of South Florida II, Inc. - Basic Cable and Broadcast TV for Pines Point and Pines Place - Renewal

1. On December 27, 2012, the City entered into two (2) Services Agreements with Comcast of

South Florida II, Inc., each for an initial five (5) year period, which expired on December 14, 2017.

2. The City of Pembroke Pines Community Services Department utilizes Comcast of South Florida II, Inc. to provide basic cable and broadcast TV services for the senior residential units at Pines Point and Pines Place.

3. Section 9 of each of the Original Agreements authorizes additional, automatic, two (2) year renewal terms.

4. On December 15, 2017, 2019, and 2021 the services were automatically renewed, each time for an additional two (2) year period, extending the terms of both Agreements to December 14, 2023.

5. The Community Services Department recommends that the City Commission approve the automatic continuation of these services for an additional two (2) year renewal term, commencing on December 15, 2023, and expiring on December 14, 2025, as allowed by the Agreements.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$653,821.00 (for Pines Point & Pines Place)

b) Amount budgeted for this item in Account No: Cables Fees: Pines Point Account # 001-554-8002-541225-0000-000-0000 and Pines Place Account # 001-554-8002-541225-0000-000-0000-00603

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

d) 2-year projection of the operational cost of the project:

Pines Point:

	FY 2023-24	FY 2024-25	FY 2025-26
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$50,150.00	\$51,654.00	\$54,237.00
Net Cost	\$50,150.00	\$51,654.00	\$54,237.00

Pines Place:

	FY 2023-24	FY 2024-25	FY 2025-26
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$157,900.00	\$165,795.00	\$174,085.00
Net Cost	\$157,900.00	\$165,795.00	\$174,085.00

Total:

	FY 2023-24	FY 2024-25	FY 2025-26
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$208,050.00	\$217,449.00	\$228,322.00
Net Cost	\$208,050.00	\$217,449.00	\$228,322.00

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) Miller Legg & Associates, Inc. - Land Surveying Services - Renewal

1. On August 5, 2020, the City entered into an Agreement with Miller Legg & Associates, Inc. for an initial three (3) year period, which expires on August 4, 2023.

2. Miller Legg & Associates, Inc. provides the City with land surveying services.

3. 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.

4. The City expects a significant increase in projects which will require the Consultant's services; therefore, the City is requesting an increase in compensation from \$40,000 to \$80,000.

5. The Engineering Department recommends that the City Commission approve this First Amendment to increase the annual compensation amount from \$40,000.00 to \$80,000.00 and to renew the term for an additional one (1) year period which shall commence on August 5, 2023, and naturally expire on August 4, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$80,000.00

b) Amount budgeted for this item in Account No: 001-519-6006-531100-0000-000-0000

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 2 year projection of the operational cost of the project:

	Current FY	Year 2
Revenues	\$.00	\$.00
Expenditures	\$13,333.33	\$66,666.67
Net Cost	\$13,333.33	\$66,666.67

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) Imagine Learning LLC - Student Online Services - Renewal

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. is an online content provider that specializes in providing K-12 digital educational resources and instructional services to the City's Charter Schools.
3. Section 8a of the Original Agreement authorizes the 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 the renewal of the Original Agreement, for a one (1) year period which naturally expired on July 31, 2022.
5. Edgenuity, Inc. has since been acquired and is now doing business as Imagine Learning LLC.
6. On June 15, 2022, the City Commission approved the renewal of the Original Agreement, as amended, for a one (1) year period which will naturally expire on July 31, 2023.
7. The City's Charter Schools is satisfied with the performance and execution of the Agreement, as amended, and recommends that the City Commission approve this Third renewal for a one (1) year renewal term which shall commence on August 1, 2023 and naturally expire on July 31, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$62,900.00

b) Amount budgeted for this item in Account No: Funds will be budgeted for this expense within the Pembroke Pines Charter Schools 2023-2024 Proposed Charter School Budget within the following budgetary accounts:

<u>West Middle</u>	<u>Non-capital Software & License</u>	<u>171-569-5052-552652-5102-369-0000-00553</u>	<u>\$18,700.00</u>
<u>West Middle</u>	<u>Professional & Tech Services</u>	<u>171-569-5052-531310-6400-310-0000-00553</u>	<u>\$1,166.67</u>

Central Middle	Non-capital Software & License	171-569-5052-552652-5102-369-0000-00554	\$18,700.00
Central Middle	Professional & Tech Services	171-569-5052-531310-6400-310-0000-00554	\$1,166.67
Academic Village	Non-capital Software & License	172-569-5053-552652-5103-369-0000-	\$22,000.00
Academic Village	Professional & Tech Services	172-569-5053-531310-6400-310-0000-	\$1,166.66
Total			\$62,900.00

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

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

	FY 2023-24
Revenues	\$.00
Expenditures	\$62,900.00
Net Cost	\$62,900.00

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) Lexipol LLC - Law Enforcement Wellness App - Renewal

1. On June 15, 2022, the City commission approved to enter into a Master Service Agreement with Lexipol, LLC for an initial one (1) year period, which shall naturally expire 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 unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the then-current term.

4. The Police Department recommends extending the term of the Original Agreement for a one (1) year period which shall commence on July 12, 2023 and shall naturally expire on July 11, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$35,000
- b) **Amount budgeted for this item in Account No:** Funds are available in account 122-521-3023-534995-0000-000-0000- Other Svc - IT
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1 year projection of the operational cost of the project** Not Applicable

	Current FY
Revenues	\$.00
Expenditures	\$35,000.00
Net Cost	\$35,000.00

- 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

(E) Safeguard Services, Inc. - Janitorial Services for the Police Department - Renewal

1. On June 12, 2021, the City entered into an agreement with Safeguard Services, Inc. for an initial two (2) year period, which will expire on June 1, 2023.
2. The City contracts Safeguard Services, Inc. to provide janitorial services at various buildings for the Police Department.
3. Section 5.1 of the Original Agreement authorizes changes to the scope of work of the Original Agreement, evidenced by a written amendment, and on December 29, 2021, the Parties executed the First Amendment, to increase the scope of work to include services at the shoot house portion of the Police Training Facility, and to increase the compensation accordingly. The changes resulted in an increase in annual compensation from \$110,000 to \$112,256.88.
4. Section 3.2 of the Original Agreement authorizes renewal of the Original Agreement for an additional, two (2) year term upon mutual consent, evidenced by a written amendment.
5. On May 24, 2023, the Parties executed the Second Amendment, to extend the term for 29 days up to June 30, 2023, to allow time for the parties to agree on an applicable increase in the compensation.
6. Due to mandated increases in the Florida minimum wage and the increase in the Consumer

Price Index ("CPI"), as well as additional economic pressures, the contractor is requesting a nine percent (9%) increase in compensation. The Police Department and Contractor have agreed that the City will provide the Janitorial Supplies for the renewal term. These changes will result in a reduction of the total annual compensation from \$112,256.88 to \$104,911.80.

7. The Police Department recommends that the City Commission approve this Third Amendment authorizing the 9% increased compensation rate, with the City providing the janitorial supplies, for an additional, two (2) year renewal term commencing on July 1st, 2023, and expiring on June 30th, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$209,823.60 (\$26,227.95 for the remainder of the fiscal year. (7/1/2023 - 9/30/2023))

b) Amount budgeted for this item in Account No: Funds are available in account # 001-521-3001-534950-0000-000-0000 (Other Service - Maintenance)

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
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$26,227.95	\$104,911.80	\$78,683.85
Net Cost	\$26,227.95	\$104,911.80	\$78,683.85

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? No.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?

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

1. On October 15, 2020, the City entered into a Commercial Lease Agreement with Choices for Life, Inc. for an initial one (1) year period, which naturally expired on November 1, 2021.

2. Choices for Life, Inc. leases the premises located at 6700 NW 13 St., Pembroke Pines, FL 33025.

3. Section 2.1 of the Original Agreement authorizes the renewal of the Original Agreement for

four (4) additional one (1) year terms upon mutual consent, evidenced by a written Amendment.

4. On August 4, 2021, the Parties executed the First Amendment to renew the term for an additional one (1) year period which expired on November 1, 2022.

5. On April 14, 2022, the Parties executed the Second Amendment to renew the term for an additional one (1) year period which expires on November 1, 2023.

6. The Public Services Department recommends the City Commission to approve this Third Amendment to renew the term for an additional one (1) year period which shall commence on November 2, 2023 and naturally expire on November 1, 2024.

FINANCIAL IMPACT DETAIL:

a) Renewal Revenue: \$56,896.08

b) Amount budgeted for this item in Account No: Funds are currently budgeted for this project in account #001-000-6001-362030-0000-000-0000-Rental city facilities

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

d) 2 year projection of the operational cost of the project:

	FY 2023-24	FY 2024-25
Revenues	\$52,154.74	\$4,741.34
Expenditures	\$0.00	\$0.00
Net Revenue	\$52,154.74	\$4,741.34

e) Detail of additional staff requirements: Not Applicable.

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) Miami Art Services - Art Installation at the Frank Gallery - Renewal

1. On August 21, 2019, the City commission approved the Agreement between the City and Miami Art Services, Inc. for an initial two (2) year period, naturally expiring September 30, 2021.

2. Miami Art Services, Inc. provides professional art installation services at the Frank art gallery.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for

two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first two (2) year renewal term commencing October 1, 2021 and ending September 30, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$52,000 over a two-year period
- b) **Amount budgeted for this item in Account No:**
001-573-7010-534990-0000-000-0000-00350
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2 year projection of the operational cost of the project**

	Current FY	Year 2
Revenues	\$0	\$0
Expenditures	\$26,000	\$26,000
Net Cost	\$26,000	\$26,000

- 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) Bellsouth Telecommunications, LLC d/b/a AT&T Southeast - PRI Services - Renewal

1. On July 29th, 2021, the City entered into an Agreement with Bellsouth Telecommunications, LLC d/b/a AT&T Southeast for a twelve (12) month period, which expired on July 31st, 2022.
2. Bellsouth Telecommunications, LLC d/b/a AT&T Southeast provides primary rate interface ("PRI") services (end to end digital telecommunications for voice lines) for the City facilities and Charter School campuses.
3. The 2021 Agreement formalized the services which had been provided since 2014 and

authorizes the renewal of existing circuits for successive twelve-month terms.

4. On August 23rd, 2022, the parties executed a Renewal Agreement to extend the term for an additional, one (1) year period which will expire on July 31st, 2023.

5. The Technology Services Department recommends that the City Commission approve this Renewal Agreement for an additional twelve (12) month renewal term commencing on August 1st, 2023 and expiring on July 31st, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$44,824.80

b) Amount budgeted for this item in Account No:

Monthly invoices for PRI services are spread across multiple City departments as well as all Charter School campuses using the following account codes -

City Departments: billed against 541100 (Telephone)

Charter Schools: billed against 541370 (Communications)

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 2-year projection of the operational cost of the project

This agreement is for a one-year period commencing August 1, 2023. Therefore, projected operational costs will follow the City's and Charter School fiscal calendars. August 1, 2023 to September 30, 2024 for City department budgets and August 1, 2023 to June 30, 2024 for Charter School's budget.

541370 (Communications):

	Current School FY	FY 2023-24
Revenues	\$0.00	\$0.00
Expenditures	\$0.00	\$7,500.00
Net Cost	\$0.00	\$7,500.00

541100 (Telephone):

	Current City FY	FY 2023-24
Revenues	\$0.00	\$0.00
Expenditures	\$6,220.80	\$31,104.00
Net Cost	\$6,220.80	\$31,104.00

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) Ferguson Enterprises, LLC - Utilities Fitting and Accessories - Renewal

1. On December 14, 2022, the City entered into an Agreement with Ferguson Enterprises, LLC., utilizing the terms and pricing offered in Seminole County IFB-603727/LNF which shall expire on July 15, 2023.
2. Ferguson Enterprises, LLC provides utilities fitting and accessories on an as needed basis for purchase of inventory parts for its Environmental Services Water and Wastewater Division.
3. Section 4.1 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 a written Amendment.
4. The Utilities Department recommends that the City Commission approve this First Amendment for the first one (1) year renewal term which shall commence on July 16, 2023 and shall naturally expire on July 15, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$350,000.00

b) Amount budgeted for this item in Account No:

471-535-6021-546150-0000-000-0000- & 471-533-6032-546150-0000-000-0000-

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

d) 2 year projection of the operational cost of the project:

	Current FY	Year 2
Revenues	\$0.00	\$0.00
Expenditures	\$87,500.00	\$262,500.00
Net Cost	\$87,500.00	\$262,500.00

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?

(J) Hawkins Water Treatment Group, Inc - Purchase of Hydrofluosilicic Acid - CO - OP Renewal

1. On September 18, 2019, the City Commission approved the purchase of Hydrofluosilicic Acid on as needed basis from Hawkins Water Treatment Group, Inc. utilizing the Southeast Florida Governmental Cooperative Purchasing Group (CO-OP) Bid #19-C-020-F for an initial period which expired on August 18, 2021.
2. Hawkins Water Treatment Group, Inc. provides Hydrofluosilicic Acid to the City's Water Treatment Plant and the City's Wastewater Treatment Plant.
3. The Term of the CO-OP Agreement allows for two (2) additional (2) year renewal terms.
4. On August 18, 2021, the City Commission approved to continue utilizing the CO-OP Agreement for the purchase of Hydrofluosilicic Acid on as needed basis for an additional 2 year term which will expire on August 18, 2023.
5. The CO-OP has extended Term of their agreement with Hawkins Water Treatment Group, Inc. for an additional 2 year terms which will expire on August 18, 2025.
6. The Utilities Department recommends that the City Commission approve the continuation of purchasing of Hydrofluosilicic Acid on as needed basis for an additional two (2) year term which shall expire on August 18, 2025 utilizing the CO-OP Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$104,400.00 (12,000 gallons annual estimated usage x \$4.35/gallon)
- b) **Amount budgeted for this item 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) **3 year projection of the operational cost of the project:**

	Current FY	FY 2024	FY 2025
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$8,700.00	\$52,200.00	\$43,500.00
Net Cost	\$8,700.00	\$52,200.00	\$43,500.00

- 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?

(K) Keylite Power & Lighting Corp - Maintenance of Fire Station Alerting Systems - Non-Renewal

1. On May 1, 2018, the City entered into a Service Agreement with Keylite Power & Lighting Corp. for an initial one (1) year period, which naturally expired on April 30, 2019.
2. Keylite Power and Lighting Corp. is the sole source supplier and service company for the G2 Fire Station Alerting system that was installed in all of City's Fire Stations in 2019. Keylite Power and Lighting Corp. provides the Fire Department with twenty-four hour service to the alerting systems for emergency call outs and repairs.
3. Section 10 of the Original Agreement authorizes the renewal of the Original Agreement for four (4) additional one (1) year periods upon mutual consent, evidenced by a written Amendment.
4. On May 1, 2019, the Parties executed the First Amendment to the Original Agreement to extend the term thereof for one (1) year, which naturally expired on April 30, 2020.
5. On February 5, 2020, the Parties executed the Second Amendment to the Original Agreement, as amended, to align the term with the City's fiscal year, extending the renewal period to September 30, 2021.
6. On June 16, 2021, the Parties executed the Third Amendment to the Original Agreement, as amended, to extend the term thereof which naturally expired on September 30, 2022.
7. On August 8, 2022, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to increase the total annual amount from \$41,086.36 to \$42,654.68, and to extend the term thereof for a one (1) year period which will naturally expire on September 30, 2023.
8. There are no further renewals and the Department will start a new Procurement process for the services.

(L) Allied Universal Corp. - Sodium Hypochlorite CO-OP Agreement - Non-renewal

1. On October 6, 2021, the City Commission approved the purchase of sodium hypochlorite 12.5% from Allied Universal Corp. for an initial period, which expires on August 31, 2023.
2. Allied Universal Corp. provides the City's Water Treatment Plant and the Wastewater Treatment Plant with sodium hypochlorite 12.5% on an as needed basis.
3. The Original Agreement authorizes the renewal of the Original Agreement for two (2)

additional one (1) year renewal terms.

4. The Utilities Department has confirmed that the City of Fort Lauderdale, as the lead agency, has not renewed the CO-OP agreement with Allied Universal Corp, and that a new procurement process has been started to secure this service.