



*City of Pembroke Pines*

**FOURTH AMENDMENT TO COMMERCIAL LEASE AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
CHOICES FOR LIFE, INC.**

**THIS AMENDMENT ("Fourth Amendment")**, dated June 12, 2024, is entered into by and between:

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

and

**CHOICES FOR LIFE, INC.**, a Not for Profit Corporation, as listed with the Florida Division of Corporations, with a business address of **4041 SW 70th Way, Davie, FL 33314**, hereinafter referred to as "TENANT". "LANDLORD" and "TENANT" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, on **October 28, 2020**, the Parties entered into the Commercial Lease Agreement ("Original Agreement") to lease the premises located at 3700 NW 13<sup>th</sup> Street, Pembroke Pines, FL 33025, for an initial **one (1) year period**, which naturally expired on **November 1, 2021**; and,

**WHEREAS** the Original Agreement authorized the renewal thereof at the expiration of the initial term for **four (4)**, additional, **one (1) year** terms, subject to the mutual consent of the Parties; and,

**WHEREAS**, on **August 25, 2021**, the Parties executed the First Amendment to the Original Agreement to renew the term thereof for a **one (1) year** period, which expired on **November 1, 2022**; and,

**WHEREAS**, on **April 14, 2022**, the Parties executed the Second Amendment to the Original Agreement, as amended, to renew the term thereof for a **one (1) year** period, which expired on **November 1, 2023**; and,

**WHEREAS**, on **June 26, 2023**, the Parties executed the Third Amendment to the Original Agreement, as amended, to renew the term thereof for a **one (1) year** period, which will expire on **November 1, 2024**; and,

**WHEREAS** the Parties desire to renew the term of the Original Agreement, as amended, for a **one (1) year** period commencing on **November 2, 2024**, and naturally expiring on **November 1, 2025**, as set forth in this Fourth Amendment.



*City of Pembroke Pines*

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## **W I T N E S S E T H**

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

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

**SECTION 2.** The Original Agreement, as amended, is hereby renewed for a **one (1) year** period commencing on **November 2, 2024**, and naturally expiring on **November 1, 2025**.

**SECTION 3.** In the event of any conflict or ambiguity by and between the terms and provisions of this Fourth Amendment, and the Original Agreement, as amended, the terms and provisions of this Fourth Amendment shall control to the extent of any such conflict or ambiguity.

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

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

**SECTION 6.** Each person signing this Fourth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Fourth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Fourth Amendment.

**SECTION 7.** This Fourth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Fourth Amendment by the Parties shall be legally binding, valid, and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE FOLLOWS**



City of Pembroke Pines

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

**LANDLORD:**

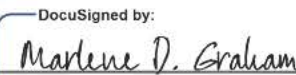
CITY OF PEMBROKE PINES, FLORIDA

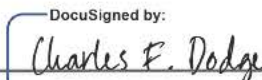
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Print Name: Jacob Haranas  
OFFICE OF THE CITY ATTORNEY

DocuSigned by:  
  
BY: \_\_\_\_\_  
E2D2D4AA8795454...  
MAYOR ANGELO CASTILLO

ATTEST:

DocuSigned by:  
  
\_\_\_\_\_  
E858EEE04EEF4F3...  
MARLENE D. GRAHAM, CITY CLERK

DocuSigned by:  
  
BY: \_\_\_\_\_  
47B966ECFDAD4AC...  
CHARLES F. DODGE, CITY MANAGER

June 12, 2024

DS

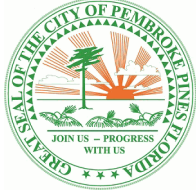


**TENANT:**

CHOICES FOR LIFE, INC.

DocuSigned by:  
  
Signed By: \_\_\_\_\_  
3BC680C15B434E6...  
Printed Name: Noel Hall  
Title: Owner





# City of Pembroke Pines, FL

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

## Agenda Request Form

### Agenda Number: 8.

**File ID:** 24-0531

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 05/23/2024

**Short Title:** Contracts Database Report - June 5th, 2024

**Final Action:** 06/05/2024

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

(A) Baptist Health South Florida, Inc. - Programming to Improve the Health  
and Wellness of Members of COPP/Senior Center - Renewal

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

(C) Marlin Engineering, Inc. - Professional Services - Renewal

**\*Agenda Date:** 06/05/2024

**Agenda Number:** 8.

#### Internal Notes:

**Attachments:** 1. Contract Database Report - June 5th, 2024, 2. A. Baptist Health - Collaboration Agreement (all backup), 3. B. Choices for Life, Inc. - Commercial Lease Agreement (all backup), 4. C. Marlin Engineering-Traffic Engineering (all backup)

#### Related Files:

1	City Commission	06/05/2024	approve	Pass
<b>Action Text:</b> A motion was made to approve on the Consent Agenda				
Aye: - 5 Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, Commissioner Schwartz, and Commissioner Hernandez				
Nay: - 0				

### 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

Agenda Request Form Continued (24-0531)

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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) Baptist Health South Florida, Inc. - Programming to Improve the Health and Wellness of Members of COPP/Senior Center - Renewal**

1. On September 3, 2020, the City entered into an Agreement with Baptist Health South Florida, Inc. for an initial one (1) year period, which expired on August 31, 2021.

2. The City of Pembroke Pines Community Services Department utilizes Baptist Health South Florida, Inc. for Professional Health and Wellness Events.

3. Section 3.1 of the Original Agreement authorizes the term to be extended for an additional one (1) year period upon execution of a written Amendment.

4. On May 19, 2021, the Parties executed the First Amendment to increase the In Person Classes rates from \$45.00 to \$50.00 and to renew for an additional one (1) year period which expired on August 31, 2022.

5. On June 27, 2022, the Parties executed the Second Amendment to increase the In Person Classes rates to \$55.00 and to renew the term for an additional one (1) year period which expired on August 31, 2023.

6. On May 9th, 2023, the Parties executed the Third Amendment to increase the In Person Classes rates to \$60.00 and to renew the term for an additional one (1) year period which will expire on August 31, 2024.

7. The Community Services Department recommends that the City Commission approves this Fourth Amendment to increase the In Person Classes rates to \$65.00 and to renew the term for an additional one (1) year period which shall commence on September 1, 2024, and naturally expire on August 31, 2025, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** No Cost to City.

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

Revenue Acct 001-000-8001-347556-0000-000-0000 Recreation Classes.  
\$6,565.

Expense Acct 001-569-8001-534990-0000-000-0000 \$6,565.

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

**Agenda Request Form Continued (24-0531)**

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

	Current FY	FY 2024-25
Revenues	\$520.00	\$6,045.00
Expenditures	\$520.00	\$6,045.00
Net Cost	\$0.00	\$0.00

**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) Choices for Life, Inc. - Commercial Lease - Renewal**

1. On October 28th, 2020, the City entered into a Commercial Lease Agreement with Choices for Life, Inc. for an initial, one (1) year period, which naturally expired on November 1st, 2021.

2. Choices for Life, Inc. leases the premises located at 6700 NW 13th Street, 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 25th, 2021, the Parties executed the First Amendment to renew the term for an additional one (1) year period which expired on November 1st, 2022.

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

6. On June 26th, 2023, the Parties executed the Third Amendment to renew the term for an additional one (1) year period which will expire on November 1st, 2024.

7. The Recreation and Cultural Arts Department recommends that the City Commission approve this Fourth Amendment to renew the term for the fourth and final, one (1) year period which shall commence on November 2, 2024, and naturally expire on November 1, 2025.

Agenda Request Form Continued (24-0531)**FINANCIAL IMPACT DETAIL:**

a) **Renewal Revenue:** \$56,896.08

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

001-000-6001-362030-0000-000-0000-Rental City Facilities

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

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

	FY24-25	FY25-26
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.

**(C) Marlin Engineering, Inc. - Professional Services - Renewal**

1. On August 5, 2020, the City entered into an Agreement with Marlin Engineering, Inc. for an initial three (3) year period, which expired on August 4, 2023.

2. Marlin Engineering, Inc. serves in the capacity of Traffic Engineers to provide engineering reviews of traffic issues associated with new and modified projects for the Development Review Committee (DRC) and to perform traffic engineering reviews of projects submitted for permitting and miscellaneous traffic analysis and traffic engineering study services along with engineering reviews of miscellaneous projects submitted for permitting for compliance with City Standards, Codes and Engineering Standards, as requested by the Planning and Economic Development and Engineering Departments on an as needed basis.

3. Section 3.2 of the Original Agreement authorizes the renewal in writing by the Parties for two (2) additional, one (1) year terms.

4. On June 13, 2023, the parties entered into the First Amendment to renew the term for a one (1) year period which will expire on August 4, 2024.

5. The Engineering Department recommends that the City Commission approve this Second

Agenda Request Form Continued (24-0531)

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Amendment for the second, and final, one (1) year renewal term, commencing on August 5, 2024, and expiring on August 4, 2025, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$85,000.00 Per Year
- b) **Amount budgeted for this item in Account No:** 001-519-6006-531100-0000-000-0000  
- Professional Svc - Engineering
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **1-year projection of the operational cost of the project:**

	Renewal Period (8/5/2024 - 8/4/2025)
Revenues	\$0.00
Expenditures	\$85,000.00
Net Cost	\$85,000.00

- 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.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/01/2024

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

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

<b>PRODUCER</b>  <b>Finney Insurance Corporation</b> <b>5601 Sheridan Street</b> <b>Hollywood, FL 33021</b>	<b>CONTACT NAME:</b> Stephanie Harrison <b>PHONE (A/C, No. Ext):</b> 954-966-5533 <b>FAX (A/C, No):</b> 954-989-8208 <b>E-MAIL ADDRESS:</b> steph@finneyinsurancecorp.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Western World <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
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<b>INSURED</b>  <b>Choices for Life</b> <b>DBA Life Development Center, LLC</b> <b>4041 SW 70TH WAY</b> <b>Davie, FL 33314</b>	
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**COVERAGES****CERTIFICATE NUMBER: 00014478-227810****REVISION NUMBER: 17**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<b>Y</b>		<b>NPP8684724</b>	<b>07/02/2023</b>	<b>07/02/2024</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>Included</b> \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <b>Y / N</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> <b>N / A</b> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED IN REGARDS TO THE GENERAL LIABILITY.**

**CERTIFICATE HOLDER****CANCELLATION**

<b>The City of Pembroke Pines</b> <b>601 City Center Way</b> <b>Pembroke Pines, FL 33025</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  <div style="text-align: right;">(SMH)</div>
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**From:** [Rotstein, Daniel](#)  
**To:** [Rojas, Dominique](#)  
**Subject:** FW: Choices for Life / Business Lease Agreement / Renewal - Risk approval of updated COI  
**Date:** Thursday, May 9, 2024 12:25:53 PM  
**Attachments:** [COI \(GL\) Expires 7-2-2024.pdf](#)  
[Choices for Life - Commercial Lease - Second Amendment \(ca\).pdf](#)  
[Choices for Life, Inc. - Commercial Lease Agreement \(ABD\).pdf](#)

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Approved

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**From:** Rojas, Dominique <drojas@ppines.com>  
**Sent:** Thursday, May 9, 2024 10:14 AM  
**To:** Rotstein, Daniel <drotstein@ppines.com>  
**Cc:** Contracts <contracts@ppines.com>  
**Subject:** Choices for Life / Business Lease Agreement / Renewal - Risk approval of updated COI

Dear Daniel,

Good morning. Please find attached the updated certificate of insurance for the above-referenced agreement. The agreement is being renewed. Attached please find a copy of the amendment and the all back-up file for your reference.

We stand by to know of your approval/comments, with kindest regards,

**Dominique Rojas • Senior Contracts Specialist**

Finance Department

**City of Pembroke Pines**

601 City Center Way, Pembroke Pines, FL 33025

Direct: 954-392-9436

Email: [drojas@ppines.com](mailto:drojas@ppines.com)

Main: 954-392-9435

Team Email: [contracts@ppines.com](mailto:contracts@ppines.com)

[www.ppines.com](http://www.ppines.com)

**City Hall hours: Monday–Thursday 7am-6pm (closed on Fridays)**



*City of Pembroke Pines*

**THIRD AMENDMENT TO COMMERCIAL LEASE AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
CHOICES FOR LIFE, INC.**

**THIS AMENDMENT ("Third Amendment")**, dated June 26, 2023, is entered into by and between:

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

and

**CHOICES FOR LIFE, INC.**, a Not For Profit Corporation as listed with the Florida Division of Corporations, and with a business address of **4041 SW 70 Way, Davie, FL 33314** hereinafter referred to as "TENANT". "LANDLORD" and "TENANT" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, on **October 15, 2020**, the Parties entered into the Commercial Lease Agreement ("Original Agreement") to lease the premises located at **6700 NW 13 Street, Pembroke Pines, FL 33025** for an initial **one (1) year** period, which naturally expired on **November 1, 2021**; and,

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

**WHEREAS**, on **August 4, 2021**, the Parties executed the First Amendment to the Original Agreement to extend the term thereof for a **one (1) year** period, which naturally expired on **November 1, 2022**; and,

**WHEREAS**, on **April 14, 2022**, the Parties executed the Second Amendment to the Original Agreement, as amended, to extend the term thereof for a **one (1) year** period, which will naturally expire on **November 1, 2023**; and,

**WHEREAS**, the Parties desire to extend the term of the Original Agreement, as amended, for a **one (1) year** period which shall commence on **November 2, 2023** and will naturally expire on **November 1, 2024** and to supplement the terms contained therein as set forth in this Third Amendment.

**WITNESSETH**

**NOW, THEREFORE**, for and in consideration of the sum of the mutual covenants and



*City of Pembroke Pines*

other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

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

**SECTION 2.** The Original Agreement, as amended, is hereby renewed for a **one (1) year** period which shall commence on **November 2, 2023** and will naturally expire on **November 1, 2024**.

**SECTION 3.** In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, and the Original Agreement, as amended, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 4.** The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

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

**SECTION 6.** Each person signing this Third Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Third Amendment.

**SECTION 7.** This Third Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Third Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE FOLLOWS**



City of Pembroke Pines

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

**LANDLORD:**

CITY OF PEMBROKE PINES, FLORIDA

**ATTEST:**

DocuSigned by:  
Marlene D. Graham June 26, 2023  
E858EEE04EEF4F3...  
MARLENE D. GRAHAM, CITY CLERK

BY: [Signature]

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

[Signature]  
Print Name: Jacob Penate  
OFFICE OF THE CITY ATTORNEY

DocuSigned by:  
Charles F. Dodge June 26, 2023  
47B966ECFDAD4AC...  
CHARLES F. DODGE, CITY MANAGER

**TENANT:**

CHOICES FOR LIFE, INC.

Signed By: Noël Hall

Name: Noël Hall

Title: Owner





# 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



Agenda Request Form Continued (23-0053)**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
	<b>Action Text:</b> 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		

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**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

Agenda Request Form Continued (23-0053)

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

Agenda Request Form Continued (23-0053)**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

Agenda Request Form Continued (23-0053)**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 &amp; License</u>	<u>171-569-5052-552652-5102-369-0000-00553</u>	<u>\$18,700.00</u>
<u>West Middle</u>	<u>Professional &amp; Tech Services</u>	<u>171-569-5052-531310-6400-310-0000-00553</u>	<u>\$1,166.67</u>

**Agenda Request Form Continued (23-0053)**

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

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:**

**Agenda Request Form Continued (23-0053)**

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- 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



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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

**Agenda Request Form Continued (23-0053)**

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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

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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

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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**

Agenda Request Form Continued (23-0053)

**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**

Agenda Request Form Continued (23-0053)**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)

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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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/25/2023

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

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

PRODUCER	<b>Finney Insurance Corporation</b> 5601 Sheridan Street Hollywood, FL 33021	CONTACT NAME: <b>Stephanie Harrison</b> PHONE (A/C, No, Ext): <b>954-966-5533</b> FAX (A/C, No): <b>954-989-8208</b> E-MAIL ADDRESS: <b>steph@finneyinsurancecorp.com</b>
INSURED	<b>Choices for Life</b> DBA Life Development Center, LLC 4040 SW 70TH WAY Davie, FL 33314	INSURER(S) AFFORDING COVERAGE INSURER A: <b>Western World</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 00014478-172572

REVISION NUMBER: 16

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	NPP8684492	07/02/2022	07/02/2023	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COM/OP AGG \$ <b>included</b>
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED IN REGARDS TO THE GENERAL LIABILITY.

## CERTIFICATE HOLDER

## CANCELLATION

<b>The City of Pembroke Pines</b> 601 City Center Way Pembroke Pines, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  (SMH)
--	--

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**From:** [Rotstein, Daniel](#)  
**To:** [Ruiz Lozada, Joaniris](#)  
**Subject:** FW: Choices for Life-Business Lease 3rd Amendment  
**Date:** Monday, May 22, 2023 2:47:47 PM  
**Attachments:** [COI.pdf](#)  
[Choices for Life-Commercial Lease Agreement 3rd Amendment \(MCAVE\).pdf](#)  
[Choices for Life, Inc. - Commercial Lease Agreement \(ABD\).pdf](#)

---

Ok with me

---

**From:** Ruiz Lozada, Joaniris <[jruizlozada@ppines.com](mailto:jruizlozada@ppines.com)>  
**Sent:** Monday, May 22, 2023 2:29 PM  
**To:** Rotstein, Daniel <[drotstein@ppines.com](mailto:drotstein@ppines.com)>  
**Cc:** Contracts <[contracts@ppines.com](mailto:contracts@ppines.com)>  
**Subject:** Choices for Life-Business Lease 3rd Amendment

Dear Dan,

Good afternoon. If you could please review the attached insurance document and provide your comments/approval. I have also attached the Agreement for ease of reference. I standby for your response.

Respectfully,

*Joaniris Ruiz Lozada*

Finance Department

City of Pembroke Pines

601 City Center Way, Pembroke Pines, FL 33025

Main: 954-392-9435

Direct: 954-450-1078

Team Email: [contracts@ppines.com](mailto:contracts@ppines.com)

[www.ppines.com](http://www.ppines.com)



*City of Pembroke Pines*

**SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES  
AND CHOICES FOR LIFE, INC.**

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

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

and

**CHOICES FOR LIFE, INC.**, as listed with the Florida Division of Corporations, and with a business address of **4041 SW 70th Way, Davie, FL 33314**, hereinafter referred to as "TENANT". "LANDLORD" and "TENANT" may hereafter be collectively referred to as the "Parties".

**WHEREAS**, on **October 15, 2020**, the Parties entered into the Commercial Lease Agreement to lease the premises located at **6700 NW 13 St., Pembroke Pines, FL 33025** ("Original Agreement") for an initial **one (1) year period**, which naturally expired on **November 1, 2021**; and,

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

**WHEREAS**, on **August 4, 2021**, the Parties executed the First Amendment to the Original Agreement to extend the term of the Original Agreement for a **one (1) year period** which will naturally expire on **November 1, 2022**; and,

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to extend the term thereof for **one (1) year** which will naturally expire on **November 1, 2023**, as set forth in this Second Amendment.

**WITNESSETH**

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

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





*City of Pembroke Pines*

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

**SECTION 3.** The Original Agreement, as amended, is hereby renewed for a **one (1)** year period commencing on **November 2, 2022** and naturally expiring on **November 1, 2023**.

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

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

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

**SECTION 7.** Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Second Amendment.

**SECTION 8.** This Second Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Second Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE FOLLOWS**



City of Pembroke Pines

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

**LANDLORD:**

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

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

[Signature]  
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:  
Danielle Schwabe April 13, 2022  
013E807C191D4FF...

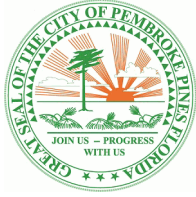
DocuSigned by:  
BY: Charles F. Dodge April 14, 2022  
47B966ECFDAD4AC...  
CHARLES F. DODGE, CITY MANAGER

Print Name: Danielle Schwabe  
OFFICE OF THE CITY ATTORNEY

**TENANT:**

CHOICES FOR LIFE, INC.

Signed By: Noel Hall  
Name: Noel Hall  
Title: President



# City of Pembroke Pines, FL

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

## Agenda Request Form

**Agenda Number: 13.**

**File ID:** 22-0133

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 02/22/2022

**Short Title:** Contracts Database Report - April 6, 2022

**Final Action:** 04/06/2022

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

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

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

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

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

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

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

**Agenda Number:** 13.

### Internal Notes:

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

1 City Commission 04/06/2022 approve

Pass

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

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

Nay: - 0

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



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

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

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

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

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

**SUMMARY EXPLANATION AND BACKGROUND:**

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

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

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

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

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

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

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

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

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

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

**FINANCIAL IMPACT DETAIL:**

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

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

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

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

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

**FINANCIAL IMPACT DETAIL:**

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

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

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

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

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

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

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

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

**FINANCIAL IMPACT DETAIL:**

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

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

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

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

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

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

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

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

**FINANCIAL IMPACT DETAIL:**

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

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

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

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

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

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

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

**FINANCIAL IMPACT DETAIL:**

**a) Annual Renewal Revenue:** \$56,896.08

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

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

**d) 1 year projection of the operational revenue of the project:** Not Applicable

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/22/2022

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

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

PRODUCER	CONTACT NAME: Stephanie Harrison PHONE (A/C, No, Ext): 954-966-5533 E-MAIL ADDRESS: steph@finneyinsurancecorp.com FAX (A/C, No): 954-989-8208
Finney Insurance Corporation 5601 Sheridan Street Hollywood, FL 33021	INSURER(S) AFFORDING COVERAGE INSURER A: Western World INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED	NAIC #
Choices for Life DBA Life Development Center, LLC 4040 SW 70TH WAY Davie, FL 33314	

## COVERAGES

CERTIFICATE NUMBER: 00014478-154179

REVISION NUMBER: 13

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	NPP8684233	07/02/2021	07/02/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED IN REGARDS TO THE GENERAL LIABILITY.

## CERTIFICATE HOLDER

## CANCELLATION

The City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  (SMH)
---	--

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**From:** [Rotstein, Daniel](#)  
**To:** [Ruiz Lozada, Joaniris](#)  
**Subject:** FW: Choices for Life Lease 2nd Amendment  
**Date:** Tuesday, March 22, 2022 10:46:19 AM  
**Attachments:** [COI.pdf](#)  
[Choices for Life, Inc. - Commercial Lease Agreement \(All Backup\).pdf](#)

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Approved

---

**From:** Ruiz Lozada, Joaniris  
**Sent:** Tuesday, March 22, 2022 10:42 AM  
**To:** Rotstein, Daniel <drotstein@ppines.com>  
**Cc:** Contracts <contracts@ppines.com>  
**Subject:** Choices for Life Lease 2nd Amendment

Dear Dan,

Good morning. If you could please review the attached insurance document and provide your comments/approval. I have attached the Agreement for ease of reference.

Respectfully,

Joaniris Ruiz Lozada  
Finance Department  
City of Pembroke Pines  
601 City Center Way, Pembroke Pines, FL 33025  
Main: 954-392-9435  
Team Email: [contracts@ppines.com](mailto:contracts@ppines.com)  
[www.ppines.com](http://www.ppines.com)



*City of Pembroke Pines*

**FIRST AMENDMENT TO COMMERCIAL LEASE  
BETWEEN THE CITY OF PEMBROKE PINES AND  
CHOICES FOR LIFE, INC.**

**THIS AMENDMENT ("First Amendment")**, dated this 4<sup>th</sup> day of August, 2021, is by and between:

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

and

**Choices for Life, Inc.**, as listed with the Florida Division of Corporations, and with a business address of **4041 SW 70th Way, , Davie, FL 33314**, hereinafter referred to as "TENANT". "LANDLORD" and "TENANT" may hereafter be collectively referred to as the "Parties".

**WHEREAS**, on **October 15, 2020**, the Parties entered into the Commercial Lease Agreement to lease the premises located at 6700 NW 13<sup>th</sup> St., Pembroke Pines, FL 33025 ("Original Agreement") for an initial **one (1) year period** expiring on **November 01, 2021**; and

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

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Original Agreement and desire to renew the term of Original Agreement for a **one (1) year period** commencing on **November 2, 2021** and naturally expiring on **November 1, 2022** and to supplement the terms contained therein as set forth in this First Amendment to Original Agreement.

**W I T N E S S E T H**

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

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

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





*City of Pembroke Pines*

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**SECTION 3.** The Original Agreement is hereby renewed for a **one (1) year** period commencing on **November 2, 2021** and naturally expiring on **November 1, 2022**.

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

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

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

**SECTION 7.** Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

**SECTION 8.** This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE FOLLOWS**



City of Pembroke Pines

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

LANDLORD:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

*Marlene D. Graham*

August 25, 2021

BY:

*Frank C. Ortis*

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:

*Jacob G Horowitz*

August 25, 2021

BY:

DocuSigned by:

*Charles F. Dodge*

August 25, 2021

833DB27BB2774A7...

Print Name: Jacob G Horowitz

OFFICE OF THE CITY ATTORNEY

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

TENANT:

Choices for Life, Inc.

Signed By:

*Noel Hall*

Name:

Noel Hall

Title:

Owner



# City of Pembroke Pines, FL

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

## Agenda Request Form

**Agenda Number: 27.**

**File ID:** 21-0687

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 07/27/2021

**Short Title:** Contracts Database Report - August 4th, 2021

**Final Action:** 08/04/2021

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

- (A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal
- (B) Edgenuity, Inc. - Student Online Services-Renewal
- (C) Nearpod, Inc. - Student Engagement Platform - Renewal
- (D) The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") - Professional Development Plan for Teachers - Renewal
- (E) Granicus, Inc. - Legistar Software Maintenance - Renewal
- (F) Pines Care Medical Center, LLC - Lease Agreement (Silver Emporium) - Renewal
- (G) Cobblestone Systems Corp.-Contracts Management Software- Renewal
- (H) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee Partnership Agreement - Renewal
- (I) FileOnQ, Inc. - Public Safety Platform - Renewal
- (J) Municipal Emergency Services, Inc. - Purchase of Police Uniforms - Renewal
- (K) Choices for Life, Inc.-Business Lease-Renewal
- (L) Custom Tree Care, Inc. - Disaster and Debris Management Services - Renewal

Agenda Request Form Continued (21-0687)

(M) D & J Enterprises, Inc. - Disaster and Debris Management Services - Renewal

(N) TFR Enterprises, Inc. - Disaster and Debris Management Services - Renewal

(O) Mulch CO-OP (Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch and Superior Mulch) - Mulch CO-OP Agreement # E-42-17 - Renewal

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

(Q) Sierra Lifecare, Inc-Professional Nursing Services- Renewal

(R) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal

(S) Polydyne, Inc.-Purchase of Polymer- Second Renewal

**\*Agenda Date:** 08/04/2021

**Agenda Number:** 27.

**Internal Notes:**

**Attachments:** 1. Contracts Database Report - August 4, 2021, 2. A. In Rem Solutions, Inc-Grant Writing Services- (AB), 3. B. Edgenuity-Online Services for Charter Schools (All Backup), 4. C. Nearpod FY2021-22 Agreement (all backup), 5. D. PAEC PDC Resolution 2021-2022 (all backup), 6. E. Granicus Inc - Legistar Software Maintenance and CC Services (All Backup), 7. F. Pines Care Medical Center LLC - Acct#2461 (Silver Emporium) (AB), 8. G. Cobblestone Systems Corp. - Contracts Management (Orig & 2nd Year) (All Backup), 9. H. MPPRCC - Partnership Agreement - (AB), 10. I. FileOnQ, Inc - Public Safety Platform (ALL BACKUP), 11. J. Municipal Emergency Services, Inc. (Argo) - Purchase of Police Uniforms (AB), 12. K. Choices for Life, Inc. - Commercial Lease Agreement (All Backup), 13. L. Custom Tree Care, Inc. - Disaster & Debris Management (all backup), 14. M. D & J Enterprises, Inc. - Disaster & Debris Management (all backup), 15. N. TFR Enterprises, Inc. - Disaster & Debris Management (all backup), 16. O. City of Pompano Beach - Mulch Co-Op Agreement E-42-17 (All Backup), 17. P. Miami Art Services LLC - Art Installation Services - ALL BACKUP, 18. Q. Sierra Lifecare Inc-Professional Nursing & Healthcare Services-(Orig-2nd) (AB), 19. R. Civic Plus, Inc. - City Website etc. (all backup), 20. S. Polydyne - Purchase of Polymer 2nd Amendment (ALL Backup)

1	City Commission	08/04/2021	approve	Pass
	<b>Action Text:</b> A motion was made to approve on the Consent Agenda			
			Aye: - 5	Mayor Ortis, Vice Mayor Good Jr., Commissioner Castillo, Commissioner Siple, and Commissioner Schwartz
			Nay: - 0	

## MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE

**Agenda Request Form Continued (21-0687)**

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**FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:**

- (A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal
- (B) Edgenuity, Inc. - Student Online Services-Renewal
- (C) Nearpod, Inc. - Student Engagement Platform - Renewal
- (D) The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") - Professional Development Plan for Teachers - Renewal
- (E) Granicus, Inc. - Legistar Software Maintenance - Renewal
- (F) Pines Care Medical Center, LLC - Lease Agreement (Silver Emporium) - Renewal
- (G) Cobblestone Systems Corp.-Contracts Management Software- Renewal
- (H) Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. - Trustee Partnership Agreement - Renewal
- (I) FileOnQ, Inc. - Public Safety Platform - Renewal
- (J) Municipal Emergency Services, Inc. - Purchase of Police Uniforms - Renewal
- (K) Choices for Life, Inc.-Business Lease-Renewal
- (L) Custom Tree Care, Inc. - Disaster and Debris Management Services - Renewal
- (M) D & J Enterprises, Inc. - Disaster and Debris Management Services - Renewal
- (N) TFR Enterprises, Inc. - Disaster and Debris Management Services - Renewal
- (O) Mulch CO-OP (Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch and Superior Mulch) - Mulch CO-OP Agreement # E-42-17 - Renewal
- (P) Miami Art Services-Art Installation at the Frank Gallery-Renewal
- (Q) Sierra Lifecare, Inc-Professional Nursing Services- Renewal
- (R) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal
- (S) Polydyne, Inc.-Purchase of Polymer- Second Renewal

**SUMMARY EXPLANATION AND BACKGROUND:**

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

**(A) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal**

1. On April 17th, 2018 *nunc pro tunc* October 1st, 2017, the City entered into a Professional Grant Writing Services Agreement with In Rem Solutions, Inc. for an initial one (1) year period, which expired on September 30th, 2018.
2. The City of Pembroke Pines Administration Department utilizes In Rem Solutions, Inc. to provide Professional Writing Services.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal period upon mutual consent of the Parties.
4. To date the Agreement has had four (4) Amendments, including four (4) one (1) year renewals which extended the term of the Original Agreement to September 30th, 2021.
5. The Administration Department has been satisfied with the performance and execution of the Original Agreement and recommends the City Commission approve the Fifth Amendment to extend the term for an additional one (1) year term which shall commence on October 1st, 2021 and naturally expire on September 30th, 2022, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** Estimated annual amount \$75,000. (\$150.00 per hour, on an as-needed basis. Annual cost is based on approved projects.)
- b) **Amount budgeted for this item in Account No:** 1-519-0800-531500-0000-000-0000 (Professional Services Other)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable

**(B) Edgenuity, Inc. - Student Online Services-Renewal**

Agenda Request Form Continued (21-0687)

1. On August 5, 2020, the City entered into the Original Agreement with Edgenuity, Inc. for a one (1) year period, commencing on August 1, 2020 and naturally expiring 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 an additional one (1) year renewal term upon mutual consent, evidenced by a written Amendment.
4. The City's Charter Schools are satisfied with the performance and execution of the Original Agreement and recommend that the City Commission approve this First renewal for the one (1) year renewal term commencing on August 1, 2021 and expiring on July 31, 2022, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Estimated Renewal Cost:** \$56,250

**b) Amount budgeted for this item in Account No:** The estimated renewal cost of \$56,250 to be budgeted within the FY2021-22 Charter School budget within the following budget accounts pending the number of enrollments:

School Site	Account Description	Account Coding	Amount
West Middle	Software <1000 &/or licenses	171-569-5052-552652-5102-369-0000-00553	\$ 17,000.00
West Middle	Professional &Tech Services	171-569-5052-531310-6400-310-0000-00553	\$ 750.00
Central Middle	Software <1000 &/or licenses	171-569-5052-552652-5102-369-0000-00554	\$ 17,000.00
Central Middle	Professional &Tech Services	171-569-5052-531310-6400-310-0000-00554	\$ 750.00
AVHS	Software <1000 &/or licenses	172-569-5053-552652-5103-369-0000-	\$ 20,000.00
AVCS	Professional &Tech Services	172-569-5053-531310-6400-310-0000-	\$ 750.00
	<b>Total</b>		<b>\$ 56,250.00</b>

- c) Source of funding for difference, if not fully budgeted:** Not applicable
- d) 5 year estimated projection of the operational cost of the project:** Not applicable
- e) Detail of additional staff requirements:** Not applicable

**(C) Nearpod, Inc. - Student Engagement Platform - Renewal**

1. On September 3, 2020, the City entered into an Agreement with Nearpod, Inc. for an initial one (1) year period, commencing on August 17, 2020 and expiring on October 6, 2021.
2. Nearpod, Inc. provides licenses for access to Nearpod and Flocabulary online learning materials for the City's Charter Schools, grades K-12.
3. The Original Agreement allows for the term to be renewed automatically for successive periods of one (1) year.

**Agenda Request Form Continued (21-0687)**

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4. The City's Charter Schools are satisfied with the performance and execution of the Original Agreement and recommend that the City Commission approve the Renewal Agreement for the term commencing on October 7, 2021 and expiring on October 6, 2022, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost: \$47,700.00**

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

East Elementary	170-569-5051-552652-5101-369-0000-00550	\$3,996
East Elementary	170-569-5051-552652-5102-369-0000-00550	\$1,967
West Elementary	170-569-5051-552652-5101-369-0000-00551	\$3,975
West Elementary	170-569-5051-552652-5102-369-0000-00551	\$1,988
Central Elementary	170-569-5051-552652-5101-369-0000-00552	\$3,995
Central Elementary	170-569-5051-552652-5102-369-0000-00552	\$1,968
West Middle	171-569-5052-552652-5102-369-0000-00553	\$5,963
Central Middle	171-569-5052-552652-5102-369-0000-00554	\$5,962
Academic Village	172-569-5053-552652-5102-369-0000	\$5,962
Academic Village	172-569-5053-552652-5103-369-0000	\$5,962
FSU	173-569-5061-552652-5101-369-0000	\$3,995
FSU	173-569-5061-552652-5102-369-0000	<u>\$1,967</u>
<b>Total</b>		<b>\$47,700</b>

(Non-capital Software & License -Software < than \$1000 &/or lic)

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

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

**(D) The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") - Professional Development Plan for Teachers - Renewal**

1. On June 30, 2020, the City entered into an Agreement with The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") for an initial one (1) year period, commencing July 1, 2020 and expiring June 30, 2021.

2. The Pembroke Pines-Florida State University Charter Elementary School participates in the professional development plan for teachers through the Panhandle Area Educational Consortium (PAEC.) This professional development plan allows teachers to participate in trainings, record in-service points for re-certification, and fulfill requirements for added endorsements. PAEC requires approval for all plans and contracts through the governing board of each school.

3. Section VI of the Original Agreement authorizes the renewal of the Original Agreement for an additional one (1) year renewal term. Dean Damon Andrew from the Florida State University



**Agenda Request Form Continued (21-0687)**

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District has signed the contract to renew the professional development plan for the teachers of the Pembroke Pines-Florida State University Charter Elementary School. In addition, the dues for these services will be paid by Florida State University.

4. The Charter School FSU Campus is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this renewal for the term commencing July 1, 2021 and ending June 30, 2022, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$0.00
- b) **Amount budgeted for this item in Account No:** Not Applicable
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable

**(E) Granicus, Inc. - Legistar Software Maintenance - Renewal**

1. On October 11, 2016, the City entered into a Service Agreement with Granicus, Inc. for an initial three (3) year period, commencing on October 11, 2016 and expiring on October 10, 2019.

2. The City of Pembroke Pines City Clerk Department utilizes Granicus, Inc. to provide Legistar Software Maintenance and Closed Captioning Services.

3. Section 8.1 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. The City included additional services into the Original Agreement on December 21, 2016 (HD Streaming), January 8, 2018 (Recurring Captioning Services), and March 5, 2018 (Closed captioning of archived footage), through the First, Second and Third Amendments, respectively.

5. The City executed the Fourth and Fifth Amendments on October 2, 2019 and on August 24, 2020, respectively, which renewed the term of the Original Agreement, as amended, for the first and second, one (1) year renewal terms, with the current term expiring on September 30, 2021.

6. The City Clerk Department has been satisfied with the performance and execution of the Original Agreement and recommends the City Commission approve this Sixth Amendment for the third, 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:** \$73,735.33
- b) **Amount budgeted for this item in Account No:** 001-519-1001-534995-0000-000-0000

Agenda Request Form Continued (21-0687)

(Maintenance Contracts)

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

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

**(F) Pines Care Medical Center, LLC - Lease Agreement (Silver Emporium) - Renewal**

1. On November 4th, 2013, the City entered into an Agreement with Pines Care Medical Center, LLC for an initial three (3) year period, which expired on November 3rd, 2016.

2. Pines Care Medical Center, LLC leases the premises Silver Emporium located at 501 NW 103rd Avenue, Pembroke Pines, FL 33026.

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

4. On January 4th, 2017, the City executed the First amendment to the Original Agreement to extend the term of the Original Agreement up to and including November 3rd, 2021.

5. The Community Services Department is satisfied with the performance of the Original Agreement and recommends that the City Commission approve this Second Amendment for an additional three (3) year period commencing on November 4th, 2021 and ending on November 3rd, 2024, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

a) **Renewal Revenue:** \$73,064.52 - Rent Charge as of 11/1/2021 is \$5,717.10 plus Tax \$371.61 for a total amount of \$6,088.71.

b) **Amount budgeted for this item in Account No:** 001-000-8002-362030-0000-000-0000  
(Rental - City Facilities)

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

d) **3 year projection of the operational cost of the project:**

	Year 1	Year 2	Year 3
Revenue	\$66,975.81	\$73,064.52	\$6,088.71
Expenditures	\$0.00	\$0.00	\$0.00
Net Revenue	\$66,975.81	\$73,064.52	\$6,088.71

**(G) Cobblestone Systems Corp.-Contracts Management Software- Renewal**

1. On November 13, 2019, the City Commission approved and the City entered into a Hosted Software License Agreement with Cobblestone Systems Corp. for an initial one (1) year period, which expired on November 25, 2020.

**Agenda Request Form Continued (21-0687)**

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2. The City of Pembroke Pines Finance Department utilizes CobbleStone Systems Corp to provide contract management software allowing for document management, contract routing work-flow, task-tracking and online approval process.
3. Section 2 of the Original Agreement allows for additional one (1) year renewal terms.
4. On August 5, 2020, the City Commission approved the first renewal of the Agreement for a one (1) year renewal term which naturally expires on November 25, 2021.
5. The Finance Department recommends that the City Commission approve the continuation of the Original Agreement for the second one (1) year renewal term commencing on November 26, 2021 and expiring on November 25, 2022, as allowed by the Original Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$25,517.27
- b) **Amount budgeted for this item in Account No:** 1-513-2001-552652-0000-000-0000  
(Non-Capital Software and License)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1 year projection of the operational cost of the project:** Not Applicable

	FY-2022
Revenues	0.00
Expenditures	\$25,517.27
Net Cost	\$25,517.27

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

1. On December 6th, 2016, the City entered into a Trustee Partnership Agreement with The Miramar-Pembroke Pines Regional Chamber of Commerce, Inc. for an initial one (1) year period, which expired on November 30th, 2017.
2. The Partnership Agreement allows a relationship between the City and the Chamber to increase the level of member benefits offered by the Chamber, and facilitate the growth of the Chamber for the benefit of the residents and businesses in the regional community.
3. Section 3.1 of the Original Agreement, as amended authorizes the renewal of the Original Agreement on an annual basis upon mutual consent, evidenced by a written Amendment extending the term thereof.
4. To date the Agreement has had four (4) Amendments, including four (4) additional one (1) year renewal periods which extended the term of the Original Agreement, as amended to November 30th, 2021.
5. The Planning & Economic Development Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this

**Agenda Request Form Continued (21-0687)**

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Fifth Amendment for an additional one (1) year period commencing December 1st, 2021 and ending November 30th, 2022, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** \$8,000.00

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

001-519-800-554100-0000-000-0000-00000 (Memberships Dues Subscription)

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

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

	Year 1	Year 2
Revenues	\$ .00	\$ .00
Expenditures	\$6,666.70	\$1,333.30
Net Cost	\$6,666.70	\$1,333.30

**(I) FileOnQ, Inc. - Public Safety Platform - Renewal**

1. On January 10th, 2018, the City entered into a purchase and maintenance Agreement with FileOnQ, Inc. for an initial one (1) year period, which expired on January 14th, 2019.

2. The City of Pembroke Pines Police Department contracts FileOnQ, Inc, to provide the software and software maintenance for a public safety platform comprised of EvidenceOnQ (property-evidence management software), DigitalOnQ (digital evidence management software), and OnQ QuarterMaster (supply-equipment management software).

3. Section 3.4 of the Original Agreement authorizes the renewal of the Original Agreement for three (3) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment extending the term thereof.

4. To date the Agreement has had three (3) amendments, extending the term of the Original Agreement to September 30th, 2021.

5. The Police Department has been satisfied with the performance and execution of the Original Agreement, as amended and recommends the City Commission to approve this Fourth Amendment to extend the term of the Original Agreement for an additional one (1) year period commencing on October 1st, 2021 and expiring on September 30th, 2022, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** \$24,851.00

**b) Amount budgeted for this item in Account No:** 001-521-3001-534995-0000-000-0000 (Other Svc - IT)

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

Agenda Request Form Continued (21-0687)**d) 5 year projection of the operational cost of the project** Not Applicable**(J) Municipal Emergency Services, Inc. - Purchase of Police Uniforms - Renewal**

1. On November 30th, 2015, the City entered into an Agreement with Gold Nugget Uniform d/b/a Argo Uniform for an initial two (2) year period, which expired on October 31st, 2017.
2. The City's Police Department utilized Gold Nugget Uniform d/b/a Argo uniform to purchase uniforms and accessories for all uniformed employees on an as-needed basis.
3. Section 2.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) year periods based on Contractor's acceptance level of performance, approval funding by the City Commission and upon mutual written consent, evidenced by a written Amendment to the Original Agreement, as amended extending the term thereof.
4. To date the Agreement has had two (2) Amendments, including two (2) additional two (2) year renewals which extended the term of the Agreement to October 31st, 2021.
5. On or about May 18th, 2021, Gold Nugget Uniform, Inc. d/b/a Argo Uniform Co. was acquired by Municipal Emergency Services, Inc.
6. The City and Municipal Emergency Services, Inc. signed an Assignment and Assumption Agreement, subject to ratification by the City Commission on August 4th, 2021 Commission meeting.
7. The City's Police Department is satisfied with the performance and execution of the Original Agreement, as amended and recommends that the City Commission approve this Second Amendment to extend the term for an additional two (2) year renewal term commencing on November 1st, 2021 and ending on October 31st, 2023 and ratify the City Manger's approval of the Assignment and Assumption Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Renewal Cost:** \$105,000.00

**b) Amount budgeted for this item in Account No:** \$95,000.00 in account # 001-521-3001-552600-0000-000-0000 (Clothing/Uniform); and \$10,000.00 in account # 001-529-3001-552600-0000-000-0000-09007 (Clothing/Uniform).

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

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

	Current FY	Year 2	Year 3
Revenues	\$ .00	\$ .00	\$ .00
Expenditures	\$96,250.00	\$105,000.00	\$8,750.00
Net Cost	\$96,250.00	\$105,000.00	\$8,750.00

**(K) Choices for Life, Inc.-Business Lease-Renewal**

1. On October 15, 2020, the City entered into an Agreement with Choices for Life, Inc. for an initial one (1) year period, which naturally expires 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 renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Public Services Department would like to extend the Business Lease Agreement for an additional one (1) year period commencing on November 2, 2021 and expiring on November 1, 2022.

**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) **5 year projection of the operational cost of the project** Not Applicable

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08
Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Revenue	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08

**(L) Custom Tree Care, Inc. - Disaster and Debris Management Services - Renewal**

1. On September 13, 2018, the City entered into an Agreement with Custom Tree Care, Inc. for an initial three (3) year period, commencing on September 1, 2018 and expiring on October 30, 2021.
2. Custom Tree Care, Inc. provides disaster and debris management services on an as-needed basis in the event of a City, County, State or Federally declared emergency.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The City Administration is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the

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first three (3) year renewal term commencing on October 31, 2021 and expiring on October 30, 2024, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Initial Cost:** None at this time.

**b) Amount budgeted for this item in Account No:** Funds are not budgeted for this item as this solicitation is to be used on an as needed basis in an emergency situation resulting from catastrophic events, such as Hurricanes. FEMA's regulations require the City to have a pre-positioned written contract with its consultants to be used in Catastrophic Events. This agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events which threatens the life, safety or welfare of the citizens of Pembroke Pines.

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

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

**(M) D & J Enterprises, Inc. - Disaster and Debris Management Services - Renewal**

1. On September 13, 2018, the City entered into an Agreement with D & J Enterprises, Inc. for an initial three (3) year period, commencing on September 1, 2018 and expiring on October 30, 2021.

2. D & J Enterprises, Inc. provides disaster and debris management services on an as-needed basis in the event of a City, County, State or Federally declared emergency.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The City Administration is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first three (3) year renewal term commencing on October 31, 2021 and expiring on October 30, 2024, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

**a) Initial Cost:** None at this time.

**b) Amount budgeted for this item in Account No:** Funds are not budgeted for this item as this solicitation is to be used on an as needed basis in an emergency situation resulting from catastrophic events, such as Hurricanes. FEMA's regulations require the City to have a pre-positioned written contract with its consultants to be used in Catastrophic Events. This agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events which threatens the life, safety or welfare of the citizens of Pembroke Pines.

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- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable

**(N) TFR Enterprises, Inc. - Disaster and Debris Management Services - Renewal**

1. On September 13, 2018, the City entered into an Agreement with TFR Enterprises, Inc. for an initial three (3) year period, commencing on September 1, 2018 and expiring on October 30, 2021.
2. TFR Enterprises, Inc. provides disaster and debris management services on an as-needed basis in the event of a City, County, State or Federally declared emergency.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The City Administration is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first three (3) year renewal term commencing on October 31, 2021 and expiring on October 30, 2024, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost:** None at this time.
- b) **Amount budgeted for this item in Account No:** Funds are not budgeted for this item as this solicitation is to be used on an as needed basis in an emergency situation resulting from catastrophic events, such as Hurricanes. FEMA's regulations require the City to have a pre-positioned written contract with its consultants to be used in Catastrophic Events. This agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events which threatens the life, safety or welfare of the citizens of Pembroke Pines.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable

**(O) Mulch CO-OP (Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch and Superior Mulch) - Mulch CO-OP Agreement # E-42-17 - Renewal**

1. On November 14th, 2017, the City of Pompano Beach approved to enter into a CO-OP Agreement with Advanced Mulch, Inc., Adwood, Inc., Eastcoast Mulch, and Superior Mulch for an initial one (1) year period which expired on November 14th, 2018.
2. The Public Services and Recreation and Cultural Arts Departments purchase various types of mulch from Advanced and Eastcoast Mulch.



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3. The Original Agreement allows for four (4) additional one (1) year renewal periods upon mutual consent.
4. The Original Agreement has been renewed three (3) times extending the term to November 14th, 2021.
5. The renewal letter from the City of Pompano Beach for the last renewal period will be provided once it has been approved by its Commission. The City's Contracts Division confirmed with the City of Pompano Beach that the aforementioned Agreement is in process of being renewed for the last renewal period and it is anticipated to be completed by the end of August or beginning of September 2021.
6. As a member of the Southeast Florida Governmental Purchasing Co-operative Group, the City of Pembroke Pines benefits by utilizing the buying power of the combined participating group of governmental agencies throughout Miami-Dade, Broward and Palm Beach counties to provide cost savings and cost avoidances for the combined requirements for common basic items. In addition, the lead agency for the Co-Op contract also manages the renewal documentation and works closely with the contractor(s) which alleviates certain additional management responsibilities that the City would need to do if the City establishes its own contract for the services, therefore utilizing the Co-Op contract provides additional efficiencies.
7. The Public Services Department recommends that the City approves the utilization of the last renewal term, of the CO-OP Agreement, commencing on November 15th, 2021 and ending on November 14th, 2022, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$250,000 estimated annual cost to be utilized on as needed basis
- b) **Amount budgeted for this item in Account No:** Funds are budgeted in account # 001-539-6004-546161-0000-000-0000- (R&M Landscaping) and 001-572-7001-546150-0000-000-0000- (R&M Land Bldg. & Improvement)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project** Not Applicable

	FY21-22	FY22-23
Revenues	\$0.00	\$0.00
Expenditures	\$221,154.00	\$28,846.00
Net Cost	\$221,154.00	\$28,846.00

**(P) 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.

**Agenda Request Form Continued (21-0687)**

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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 (Other Services)
- 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

**(Q) Sierra Lifecare, Inc - Professional Nursing Services - Renewal**

1. On November 1, 2017, the City Commission approved the Professional Services Agreement between the City and Sierra Lifecare, Inc. for an initial two (2) year period which expired on July 31, 2019.
2. Sierra Lifecare, Inc. provides the Pembroke Pines Charter Schools with professional nursing services on an as needed basis.
3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On June 4, 2018, the City Commission approved the First Amendment to the Original Agreement to include nursing services for the City's summer camp program for an initial two (2) month period expiring on August 10, 2018.
5. On May 15, 2019, the City Commission Approved the Second Amendment to the Original Agreement, as amended, to renew the terms of the Agreement, as amended, for a two (2) year period commencing on August 1, 2019 and naturally expiring on August 31, 2021.

**Agenda Request Form Continued (21-0687)**

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6. The City's Recreation and Cultural Arts Department recommend the City Commission approve this Third Amendment for the last two (2) year renewal term commencing on September 1, 2021 and expiring on August 31, 2023, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$6,100 (on as needed basis based on needs of campers.)
- b) **Amount budgeted for this item in Account No:** 001-572-7001-534990-0000-000-0000 (Other Services)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2 year projection of the operational cost of the project**

	Year 1	Year 2
Revenues	\$0.00	\$0.00
Expenditures	\$6,100.00	\$6,100.00
Net Cost	\$6,100.00	\$6,100.00

**(R) Civic Plus, Inc. - City Website, Schools Subsite, Intranet, Recreation & Audio-Eye Services - Renewal**

1. On February 27, 2019, the City entered into a Service Agreement with Civic Plus, Inc. commencing on February 27, 2019.
2. The City of Pembroke Pines Technology Services Department utilizes Civic Plus, Inc. to provide the City Website, the City Subsite Intranet, the School Subsites, and Audio Eye services, and the Recreation and Cultural Arts Department utilizes Civic Plus, Inc. to provide Recreation registration software.
3. Section 1 of the Original Agreement allows for the agreement to remain in effect unless terminated by either party.
4. Upon implementation of the AudioEye module, the City requested to have all subscriptions renew simultaneously on January 31, 2020.
5. On January 15, 2020, the City Commission approved the first one (1) year continuation of the Agreement commencing on January 31, 2020 and ending on January 30, 2021.
6. On August 5, 2020, the City Commission approved the second one (1) year continuation of the Agreement commencing on January 31, 2021 and ending on January 30, 2022.
7. Both, the Technology Services and the Recreation and Cultural Arts Departments recommend that the City Commission approve the one (1) year continuation commencing on January 31, 2022 and ending on January 30, 2023, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

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- a) **Renewal Cost:** \$94,581.18
- b) **Amount budgeted for this item in Account No:** Account:  
001-513-2002-546801-0000-000-0000- (I.T. Maintenance contracts)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:**

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures	\$93,079.89	\$97,733.88	\$102,620.58	\$107,751.60	\$113,139.18
Net Cost	\$93,079.89	\$97,733.88	\$102,620.58	\$107,751.60	\$113,139.18

**(S) Polydyne, Inc.-Purchase of Polymer-Second Renewal**

1. On November 13, 2019, the City Commission approved the City to enter into a Continuing Purchase Agreement with Polydyne, Inc. for an initial period of ten months, expiring September 30, 2020.
2. The City of Pembroke Pines Utilities Department utilizes Polydyne, Inc.to provide CLARIFLOC A-3333P polymer for the Water Treatment Plant.
3. Section 4.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On June 3, 2020, the City Commission approved the First Amendment between the City and Polydyne, Inc. which renewed the Original Agreement for an additional one (1) year period commencing on October 1, 2020 and naturally expiring on September 30, 2021.
5. The Utilities Department recommends that the City Commission approve this Second Amendment for the second one (1) year renewal term commencing on October 1, 2021 and expiring on September 30, 2022 as allowed by the Original Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$29,930 (\$1.46/lb x 20,500 lbs)
- b) **Amount budgeted for this item in Account No:** \$29,930 available in Account No.  
471-533-6031-552430-0000-000-0000 (Operating Chemicals)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable



**From:** [Rotstein, Daniel](#)  
**To:** [Ruiz Lozada, Joaniris](#)  
**Subject:** FW: Choices for Life-Business Lease 1st Amendment  
**Date:** Wednesday, July 28, 2021 5:06:22 PM  
**Attachments:** [COI.pdf](#)  
[Choices for Life-Business Lease 1st Amendment \(VE\).pdf](#)  
[Choices for Life, Inc. - Commercial Lease Agreement \(All Backup\).pdf](#)

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Approved COI

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**From:** Ruiz Lozada, Joaniris  
**Sent:** Wednesday, July 28, 2021 9:46 AM  
**To:** Rotstein, Daniel <drotstein@ppines.com>  
**Cc:** Contracts <contracts@ppines.com>  
**Subject:** Choices for Life-Business Lease 1st Amendment

Dear Dan,

Good morning. If you could please review the attached insurance document and advise your comments/approval. I have attached the Agreement for ease of reference.

Respectfully,

Joaniris Ruiz Lozada  
Finance Department  
City of Pembroke Pines  
601 City Center Way, Pembroke Pines, FL 33025  
Main: 954-392-9435  
Team Email: [contracts@ppines.com](mailto:contracts@ppines.com)  
[www.ppines.com](http://www.ppines.com)

**COMMERCIAL LEASE**

**LEASE SUMMARY SECTION:**

**LANDLORD'S NAME AND NOTICE ADDRESS:**

The City of Pembroke Pines  
601 City Center Way  
Pembroke Pines, FL 33025  
Phone: 954-450-1060

**AGENT'S NAME AND ADDRESS FOR RENT:**

**TENANT'S NAME AND NOTICE ADDRESS:**

CHOICES FOR LIFE INC.  
4041 SW 70TH WAY  
DAVIE, FL 33314

**BUILDING:** 3,556 square feet in the Village Community Center

**DEMISED PREMISES (Section 1):**

Commencement Date: 10/15/2020

Rent Commencement Date: 10/15/2020

Termination Date: 11/1/2021

**RENEWAL TERM (Sections 2 & 3):**

Initial term shall be for one (1) year which may be renewed annually upon mutual consent by the Landlord and Tenant over the course of four (4) years by providing written notice to Landlord ninety (90) calendar days in advance of the lease term expiring.

**BASE RENT (Section 4):**

Base Rent: \$ 15.00 per square foot plus an additional \$1.00 per square foot for water, sewer and electricity.

Annual Base Rent: \$56,896.08 plus applicable taxes

Total Monthly Rent: \$ 4,741.34

**SECURITY DEPOSIT (Section 4): \$1,000.00**

**PERMITTED USE (Section 5):** Adult training program for people with intellectual & developmental disabilities.

**PROHIBITED USE (Section 5):** Any other use than above

**EXHIBITS:** \_\_\_\_\_

**THIS COMMERCIAL LEASE** ("Lease") is made this 1st day of October 15, 2020 (the "Effective Date") by and between the CITY OF PEMBROKE PINES, FLORIDA ("Landlord") and CHOICES FOR LIFE INC. (the "Tenant"). The terms and provisions set forth in the attached Lease Summary Section are incorporated into this Lease as if fully set forth herein.

**SECTION 1. DEMISED PREMISES.** In consideration of the rent hereafter agreed to be paid by Tenant to Landlord and the mutual promises hereinafter provided, Landlord does hereby lease and let unto Tenant, and Tenant does hereby lease from Landlord, those certain premises ("Demised Premises") located at 6700 NW 13th Street, Pembroke Pines, FL 33025 (the "Building"). The boundaries and location of the Demised Premises within the Building are indicated on Exhibit "A" attached hereto.

**SECTION 2. TERM OF LEASE.**

**2.1 Term.** This Lease will be for an initial term of one (1) year , unless sooner terminated as hereinafter provided ("Initial Term"); which Initial Term will begin on the Commencement Date as defined in the Lease Summary Section. At the expiration of the Initial Term, subject to the mutual consent of Landlord and Tenant, Tenant can renew this Lease for up to four (4) additional one (1) year terms as set forth in the Lease Summary Section, provided that Tenant is not then in default under the terms hereof, which remains uncured after any applicable notice and cure period ("Renewal Term"). To exercise its option, Tenant must give written notice of exercise to Landlord at least ninety (90) calendar days prior to the expiration of the Initial Term or the then-existing Renewal Term. The Initial Term and Renewal Term shall be collectively referred to as "Term."

**2.2 Commencement Date.** The "Commencement Date" of the Initial Term shall be the date set forth in the Lease Summary Section.

**SECTION 3. RENEWAL TERM.** In the event Tenant exercises the option to renew in accordance with Section 2, the Rent during the first year of any Renewal Term shall be adjusted to the then current market rate as determined by Landlord. The Rent during the remaining years of any Renewal Term shall be determined in accordance with Subsection 4.1. Except for the Rent, all of the terms, provisions, covenants, conditions and obligations of this Lease pertaining to the Initial Term shall automatically apply to any Renewal Term, unless modified by an amendment to this Lease.

**SECTION 4. RENT AND SECURITY DEPOSIT.**

**4.1 Rent.** Commencing on the Rent Commencement Date, Tenant covenants and agrees that it shall pay, without notice, demand, setoff or deduction, to Landlord or as Landlord directs, the annual Rent for each Lease Year of the Initial Term as set forth in the Lease Summary Section. For the purposes of this Lease, the term "Lease Year" shall mean and be defined as that certain twelve month period commencing on (a) the first day of the calendar month immediately following the Commencement Date, if the Commencement Date is other than the first day of a calendar month, or (b) the Commencement Date, and each successive twelve-month period that this Lease is in effect. The annual Rent shall be paid to Landlord in equal monthly installments on or before the 1<sup>st</sup> day of each month during each Lease Year of the Initial Term and any Renewal Term. If the Commencement Date is other than the first day of a calendar month, the Rent for the remaining portion of the calendar month in which the Commencement Date falls shall be prorated for the first month on the basis of a thirty



(30) day month and shall be paid on the Commencement Date. The Rent set forth in the Lease Summary Section shall be effective for the first Lease Year of the Initial Term of this Lease.

The term "Consumer Price Index" is defined as the Consumer Price Index for all Urban Consumers, U.S. City Average (1982-84=100) All Items, published by the United States Department of Labor, Bureau of Labor Statistics. The increase in the CPI shall be computed by subtracting the CPI used to calculate the Rent for the current Lease Year from the CPI reported on the U.S. Department of Labor, Bureau of Statistic's website available at <http://data.bls.gov/cgi-bin/surveymost?cu> for the month that is one hundred twenty (120) days prior to the first day of the upcoming Lease Year.

4.2 Security Deposit Upon the execution of this Lease, Tenant shall pay to Landlord a security deposit in the amount set forth in the Lease Summary Section. The security deposit is given to insure Tenant's faithful performance of all terms and provisions of this Lease as well as for the return of the Demised Premises to Landlord in accordance with the terms hereof upon the termination of this Lease. Landlord shall not be obligated to apply the security deposit on rents or other charges in arrears, or in damages for failure to perform the terms and conditions of this Lease. Application of the security deposit to the arrears of rental payments or damages shall be at the sole option of Landlord, and the right to possession of the Demised Premises by Landlord for nonpayment of Rent or for any other reason shall not in any event be affected by the security deposit. The security deposit is to be returned to Tenant when this Lease is terminated, according to the terms of this Lease, if not otherwise applied by reason of any breach of the terms and conditions of this Lease by Tenant. Tenant expressly acknowledges that Tenant shall not have the right to apply the security deposit to Rent or any other charges. In no event is the security deposit to be returned until Tenant has vacated the Demised Premises and delivered possession to Landlord.

In the event Landlord repossesses the Demised Premises because of the default of Tenant, or because of the failure by Tenant to carry out the terms and conditions of this Lease, Landlord may apply the security deposit on all damages suffered to the day of repossession and may retain the balance of the security deposit to apply on damages that may accrue or be suffered thereafter by reasons of a default or breach of Tenant. In the event the security deposit is to be returned to Tenant, the security deposit shall be returned within fifteen (15) days after Tenant surrenders the Demised Premises in a condition equally as good as originally accepted by Tenant, normal wear and tear accepted. If Tenant does not surrender the Demised Premises in such condition then Landlord may deduct such amounts from the security deposit as may be necessary to make proper repairs and return the remaining amount, if any, of the security deposit to Tenant.

Landlord shall not be obligated to hold the security deposit in a separate fund but may mix the security deposit with other funds of Landlord, and Landlord shall not be obligated to pay interest to Tenant on the security deposit.

4.3 Sales Tax. In addition to all rent due under this Lease, Tenant will pay an amount equal to any tax on all amounts classified as rent or additional rent which may be now or hereafter imposed by any lawful authority.

4.4 Personal Property Taxes. Tenant shall pay, prior to delinquency, all taxes assessed or levied upon its business operation, and upon its leasehold interest, trade fixtures, furnishings, equipment and personal property of any kind owned, installed or used by Tenant in, on or upon the Demised Premises, and all alterations, changes and additions thereto.

4.5 Late Charge and Bad Check Payments. In the event Tenant fails to pay a monthly installment of Rent, or any other charges by the tenth day of each month, Tenant shall pay Landlord a late charge equal to the lesser of eighteen percent (18%) per annum (1.5% per month) or the highest lawful rate on the total amount remaining unpaid from and after the due date thereof until received by Landlord. If Tenant pays the Rent or other payment with a bad check, Tenant shall pay to Landlord a bad check fee in the amount of \$100.00 and, at Landlord's option, Tenant shall pay all future Rent, sales tax and other charges by cash, cashier's check or by money order.

4.6 Assessments. In the event any governmental authority having jurisdiction shall levy an assessment against the real estate which is now or hereinafter becomes a part of the Building, for public betterment or improvements, Tenant shall also pay to Landlord as additional rent the full amount of such assessment.

4.7 Additional Rent. If Tenant shall become obligated to Landlord under this Lease for any sum other than Rent, the amount thereof shall be deemed to constitute additional rent and shall be due and payable by Tenant simultaneously with the next succeeding monthly installment of Rent or at such other time as may be expressly provided in this Lease for the payment of the same.

#### SECTION 5. USE OF DEMISED PREMISES.

5.1 It is understood and agreed between the parties hereto and Tenant covenants that the Demised Premises during the continuance of this Lease shall be used and occupied only by Tenant for the Permitted Use as defined and set forth in the Lease Summary Section, and for no other purpose or purposes without the prior written consent of Landlord. Tenant agrees to operate its business within the Demised Premises for such use during the entire term of this Lease, and to conduct its business at all times in a business-like and reputable manner. Tenant will not utilize the Demised Premises for any unlawful purpose. Tenant will comply with all applicable laws, ordinances, and regulations of governmental authorities, including especially but not by way of limitation, those laws, rules, ordinances and regulations regarding its use, storage and disposition of hazardous materials, pollutants.

5.2 Tenant shall not allow the Demised Premises to be used for a Prohibited Use as defined and set forth in the Lease Summary. Tenant's violation of this provision shall constitute a default hereunder and render this Lease null and void and Tenant shall forthwith, at Landlord's request, surrender possession of the Demised Premises to Landlord.

SECTION 6. CARE OF PREMISES. Tenant will not perform any acts or carry on any practices within the Demised Premises which may or create a nuisance and will keep the Demised Premises under its control clean and free from vermin, rubbish and debris at all times, and will store all trash and garbage within the Demised Premises or at Landlord's designated place therefore.

## SECTION 7. MAINTENANCE AND ALTERATIONS.

7.1 During the Term, Tenant shall at its own cost and expense, maintain the Demised Premises in a good, clean, sanitary and safe condition. Tenant will also maintain the Demised Premises so that they shall be in compliance with all applicable rules and regulations of governmental and quasi-governmental agencies, including (without limitation) the Americans with Disabilities Act (as the same may be amended).

7.2 Tenant shall not make any permanent alterations or improvements to Demised Premises without first obtaining Landlord's written consent to the design, cost, materials, size and location thereof, and Landlord's consent to, at Landlord's sole option, may also be conditioned upon the posting of a payment and performance bond. If Tenant desires to make any permanent improvement(s) or alteration(s), Tenant must submit the plans and specifications for such improvements or alterations to Landlord for its written approval prior to the commencement of any alterations or improvements to the Demised Premises, and the improvements or alterations shall be made in accordance with plans and specifications approved by Landlord. Tenant shall ensure that all improvements and alterations shall be performed by a licensed (Florida) general contractor that is bonded and insured and that all work shall be performed in a workmanlike manner and in compliance with all controlling laws, ordinances, orders, rules, regulations and other requirements of all controlling government authorities and, where applicable, Tenant must obtain all necessary governmental permits and authorizations at its sole cost prior to commencing any work. Upon completion of the improvements or alterations, Tenant shall provide Landlord with Releases of Lien from all contractors and/or subcontractors performing work at the Demised Premises. In the event any liens are filed by the contractor, subcontractors or materialmen related to the improvements or alterations, Tenant covenants and warrants that it shall within ten (10) days of the filing of the lien, either obtain a release of lien or insure that the lien is transferred to security in accordance with Section 713.24 of the Florida Statutes. The failure to transfer the lien to security within the ten (10) days shall constitute a default as defined in Section 17 herein. All alterations, additions, improvements and such fixtures, other than trade fixtures and equipment, which as a matter of law have become a part of the realty and which may be made or installed by either of the parties hereto upon the Demised Premises and which in any manner are attached to the floors, walls or ceiling shall, upon the expiration or termination of this Lease, become the property of Landlord without any payment by Landlord therefor, provided that Landlord may at its option require Tenant to remove from the Demised Premises at Tenant's expense all or any portion or item hereto specified at the expiration of this Lease. Tenant will pay any personal and/or real property tax that may be imposed by the proper taxing authorities upon any improvements made or requested by Tenant. Tenant will not install any lighting fixtures (inside or outside the Demised Premises), awnings, sliding doors in or on, alter the structure of or obstruct any portion of the Demised Premises in any manner without first having obtained Landlord's prior written consent therefore. Tenant agrees to remove all signs and personal insignia which may be displayed in or about the Demised Premises at the termination of this lease. Tenant agrees to pay Landlord for the repair of any damage caused to the Demised Premises by Tenant's removing such items. Anything in this Lease to the contrary notwithstanding, Tenant will not remove any wall fixtures, personal property, or other improvements from the Demised Premises without Landlord's prior written consent if Tenant is in default under any of Tenant's covenants or obligations under this Lease.

SECTION 8. JOINT AND SEVERAL LIABILITY. If Tenant shall consist of more than one party, it is understood that Landlord, at its election, may proceed directly against any one or more of such parties for payment and performance of all obligations of Tenant under this Lease without thereby waiving any rights against any other such party(ies), and such parties shall be jointly and severally liable hereunder. If Tenant is a partnership, it is understood that Landlord, at its election, may proceed directly against any one or more of the general partners for payment and performance of all obligations of Tenant under this Lease without thereby waiving any rights against any other of the remaining general partners, and such general partners shall be jointly and severally liable hereunder.

SECTION 9. INSURANCE.

9.1 During the Term, Tenant will, at its expense, procure and continue in force commercial general liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) in the annual aggregate, or such greater amounts as may be required by Landlord from time to time in accordance with industry standards. Coverage shall include Damage To Premises Rented To You coverage. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The City's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

9.2 All personal property of Tenant located in the Demised Premises shall be placed therein at Tenant's sole risk and Landlord shall have no liability for any loss or damage suffered to such personal property unless such damage is proximately caused by the negligence of Landlord. Tenant shall also procure and maintain throughout the Initial Term and any Renewal Term, a comprehensive property policy, including special perils insuring all of Tenant's property and all improvements and betterments in an amount which will insure the replacement value of Tenant's property and the improvements and betterments. As respects any improvements and betterments, the City of Pembroke Pines shall be named as a Loss Payee as their interest may appear. If Tenant has any equipment in the Demised Premises which emits any radiation, Tenant's insurance policy shall insure against all personal injuries and property damage resulting from radiation exposure.

9.3 Any insurance policies hereunder shall name Landlord as an additional insured, and Tenant will furnish Landlord evidence of such insurance coverage by way of an endorsement to same or a certificate of insurance no later than (10) days prior to the Commencement Date, unless otherwise sooner requested by Landlord. All such insurance will be with an insurance carrier acceptable to Landlord, and who must have a rating of no less than "excellent" as to management, and no less than "Class VI" as to financial strength by A.M. Bests. All such insurance policies may not be modified or terminated without thirty (30) days' prior written notice to Landlord.

9.4 Upon the default of Tenant in effecting any such insurance, Landlord may procure any such comparable insurance, and/or pay the premiums and other charges incidental thereto, and any and all reasonable amounts so paid by Landlord, together with the interest thereon from the date of such payment, at the rate of 10% per annum, shall be additional rental hereunder, and shall be paid with the next and subsequent installment of

Rent, which shall become due after such payment by Landlord, it being expressly agreed that the payment by Landlord of any such premium shall not be deemed to waive or release the default in the payment thereof by Tenant, or the right of Landlord to take such action as may be permissible hereunder, as is the case of default in the payment of Rent.

9.5 Tenant will cooperate with Landlord and Landlord will cooperate with Tenant in connection with the collection of any insurance monies that may be due in the event of loss, and will execute and deliver to Landlord such proofs of loss, and any other instruments that may be required for the purpose of facilitating the recovery of any such insurance monies, and in the event that Tenant shall fail or neglect to so cooperate or to execute, acknowledge, and deliver any such instrument, Landlord in addition to any other remedies, may, as the agent or attorney in fact of Tenant, execute and deliver any proofs of loss, and any other instruments as may be desirable to Landlord and any mortgagee, for the collection of such insurance monies, and Tenant hereby irrevocably nominates, constitutes and appoints Landlord, Tenant's proper and legal attorney in fact for such purpose, hereby ratifying all that Landlord may do as such attorney in fact of Tenant. Landlord will cooperate with Tenant and any mortgagee in the same manner and to the same extent as Tenant is required to cooperate hereunder.

9.6 Landlord's Insurance. Landlord shall maintain comprehensive general liability insurance, casualty insurance, rent insurance and such other insurance as Landlord may deem necessary or desirable to protect Landlord against loss with respect to the Building or to protect Landlord against claims which may arise out of the operation of the Building. Tenant shall have no rights in any policy or policies maintained by Landlord and shall not be entitled to be a named or additional insured thereunder.

#### SECTION 10. HOLD HARMLESS.

10.1 Tenant agrees to indemnify and hold harmless Landlord against any and all claims, debt, demands, obligations, costs, fines or losses incurred by or which may be made against Landlord or against Landlord's title in the Demised Premises arising by reason of the following:

- 10.1.1 The failure by Tenant to perform any covenant required to be performed hereunder;
- 10.1.2 Any accident, injury or damage that shall happen in or about the Demised Premises or the Building resulting from any negligence, wrongful act or omission of Tenant or Tenant's officers, agents, employees, patients, invitees, or licensees, or resulting from the condition, maintenance or operation of the Demised Premises by Tenant;
- 10.1.3 The failure of Tenant to comply with any statute, law, ordinance, rule or regulation or any other requirement of any controlling governmental authorities; any lien or security agreement filed against the Demised Premises on account of labor, materials or services supplied to or for Tenant; or

10.1.4 Any attorneys' fees incurred by Landlord in connection with any of the foregoing regardless of whether such attorneys' fees are incurred in legal proceedings or otherwise.

If it becomes necessary for Landlord to defend any action seeking to impose any such liability, Tenant will pay Landlord all costs of court and reasonable attorneys' fees incurred by Landlord in such defense, in addition to any other sums which Landlord may be called upon to pay by reason of the entry of a judgment or decree against Landlord in the litigation in which such claim is asserted.

10.2 Tenant's obligations to indemnify set forth herein shall survive termination of this Lease.

#### SECTION 11. ASSIGNMENT AND SUBLETTING.

11.1 Tenant shall not voluntarily, involuntarily or by operation of law assign, mortgage or otherwise encumber this Lease, in whole or in part, nor sublet all or any part of the Demised Premises or permit the Demised Premises or any part thereof to be used or occupied by others, without first obtaining in each and every instance the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion and will not be unreasonably withheld.

11.2 If this Lease or any interest therein is assigned, or if the Demised Premises or any part thereof is sublet or occupied by anyone other than Tenant without Landlord's prior written consent having been obtained, Landlord may nevertheless collect rent from the assignee, successor or occupant and apply the net amount collected to the Rent payments herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of the covenant herein against assignment and subletting or the acceptance of the assignee, subtenant or occupant as Tenant hereunder, or constitute a release of Tenant from the further performance by Tenant of the terms and provisions of this Lease.

11.3 If the Rent and other sums payable to Tenant by an assignee or subtenant for or in connection with an assignment of this Lease or the sublease of all or any part of the Demised Premises shall be in excess of the Rent and any additional rent provided for in this Lease (allocated on a per square foot basis in the event of a sublease of less than all of the Demised Premises), Tenant shall so notify Landlord and shall pay Landlord such excess as and when received by Tenant.

11.4 Notwithstanding any assignment or sublease, the Tenant listed on the Lease Summary Section will remain fully liable and will not be released from performing any of the terms of this Lease and any subtenant or assignee of Tenant shall be bound by the terms and provisions of this Lease. For purposes of this Section, if Tenant is/are a corporation, unincorporated association or partnership, any transfer, assignment or hypothecation of any stock or interest in such corporation, association or partnership which results in a change in the control thereof by the person, persons or entities owning a majority interest therein as of the date of this Lease, shall be deemed an assignment; provided, however, that this sentence shall not apply to Tenant the outstanding voting stock of which is held by more than one hundred (100) persons.

11.5 Landlord has the option at its own discretion to assign, transfer or dispose by any means its ownership interest in whole or part the Building. Any transfer of ownership interest by Landlord shall not affect the duties and obligations of Tenant under this Lease. In the event of a transfer of ownership interest, the obligations and duties of Tenant shall be owed to the new landlord. Notwithstanding the foregoing provision, Landlord grants to Tenant a right of first refusal to Purchase the Demised Premises to exercise at any time during the initial term of this lease.

SECTION 12. LANDLORD'S ACCESS TO DEMISED PREMISES. Landlord will have the right to enter upon the Demised Premises at all reasonable hours for the purpose of inspecting same, for exhibiting the Demised Premises to prospective mortgagees, or for making repairs to the Demised Premises or to any property owned or controlled by Landlord therein. Landlord will give reasonable notice of its intention to inspect the Demised Premises or for making repairs other than in the event of an emergency. If Landlord considers that certain repairs to the Demised Premises are to be made by Tenant as required under this Lease, then Landlord may demand that Tenant make same forthwith, and if Tenant refuses or neglects to commence such repairs and complete the same with reasonable dispatch after written notice by Landlord, Landlord may make or cause such repairs to be made and will not be responsible to Tenant for any loss or damage that may be suffered by Tenant's property found in the Demised Premises or business conducted therein by reason thereof, and if Landlord makes or causes such repairs to be made, Tenant agrees that the money due for services shall be deemed Additional Rent due hereunder. Tenant agrees that it will within fifteen (15) days after written notice from Landlord, pay to Landlord the cost of such repairs and interest shall accrue on such amount at 18% per annum if payment is not made within such fifteen (15) day period. Landlord may, during the ninety (90) day period prior to the expiration of this Lease or any time subsequent to the termination of this Lease, if terminated prior to the normal expiration date hereof, have access and entry to the Demised Premises during reasonable business hours for purposes of exhibiting the Demised Premises to other prospective tenants.

SECTION 13. UTILITIES AND SERVICES

13.1 At all times during the term of this lease, Tenant shall be solely responsible for the following:

13.1.1 Cleaning Services. Usual and customary non-office hour janitor and cleaning services Monday through Friday, except holidays, in and about the Demised Premises. Week night cleaning shall include dusting, sweeping, mopping, vacuuming and removal of trash and garbage; however, Tenant shall pay, as additional rent, any special costs attributable to the cleaning of improvements within the Demised Premises other than building standard improvements, including any costs for cleaning areas used for serving or consumption of food or beverages;

13.1.2 Electricity and Sewer. Customary and usual electrical and sewer services; and

13.1.3 Water. Water at such points of supply as are provided or approved by Landlord;

13.2 Interruption of Service. No interruption in, or temporary stoppage of, any of the aforesaid services caused by repairs, renewals, improvements, alterations, strikes, lockouts, labor controversies, accident, inability to obtain fuel, supplies, materials, parts or equipment or other causes beyond the reasonable control of Landlord shall be deemed an eviction or disturbance of Tenant's use and possession, or render Landlord liable for damages, by abatement of rent or otherwise, or relieve Tenant from any obligation herein set forth. Tenant hereby releases all claims against Landlord for damages for interruption or stoppage of any said services. Landlord shall make all reasonable efforts to minimize the time of interruptions of any of the services provided to Tenant under the terms of this Lease.

13.3 Tenant's Utilities. Tenant shall pay or cause to be paid all charges for gas, cable, telephone and other utility services used, rendered or supplied to the Demised Premises during the Term.

#### SECTION 14. EMINENT DOMAIN.

14.1 Taking. If the whole of Landlord's property, Building or the Demised Premises, or if more than 20% of the floor area of the Building in which the Demised Premises is taken, which materially affects Tenant's use and occupancy of the Demised Premises shall be taken by condemnation or in any other manner for any public or quasi-public use or purpose, or sold under threat of that power, this Lease shall terminate as to the part taken or sold as of the date of vesting of title on such taking (herein referred to as "Date of Taking"), and the rent shall be prorated and adjusted as of such date.

14.2 Temporary Taking. If the temporary use or occupancy of all or any part of the Demised Premises shall be taken by condemnation or in any other manner for any public or quasi-public use or purpose during the term of this Lease, Tenant shall be entitled, except as hereinafter set forth, to receive that portion of the award or payment of such taking which represents compensation for the use and occupancy of the Demised Premises, for the taking of Tenant's property and for moving expenses. This Lease shall be and remain unaffected by such taking, and Tenant shall continue to pay in full the Rent when due. If the period of temporary use or occupancy shall extend beyond the expiration date of this Lease, that part of the award which represents compensation for the use and occupancy of the Demised Premises (or a part thereof), or the Property shall be divided between Landlord and Tenant so that Tenant shall receive so much as represents the period after such expiration date.

14.3 Partial Taking. In the event of any taking of less than the whole of the Building and/or the Property upon which the Demised Premises is situated which does not result in termination of this Lease: (a) subject to prior rights of first mortgage, Landlord, at its expense, shall proceed with reasonable diligence to repair the remaining parts of the Building and the Demised Premises (other than those parts of the Demised Premises which are Tenant's fixtures, furnishings, equipment, supplies and other personal property and contents) to substantially their former condition to the extent that the same be feasible (subject to reasonable changes which Landlord shall deem desirable) and so as to constitute a complete and tenantable Building and Demised Premises; and (b) Tenant, at its expense, shall proceed with reasonable diligence to make all necessary repairs and alterations to Tenant's



fixtures, furnishings, equipment, supplies and other personal property and contents to substantially their former condition to the extent that the same may be feasible, subject to reasonable changes which Tenant shall deem desirable. Such work by Tenant shall be deemed alterations as hereinafter defined. In the event of any partial taking, Tenant shall be entitled to a reduction in Rent for the remainder of the Lease term following such partial taking based upon the percentage of space taken relative to the original space leased.

14.4 Award. Tenant shall not be entitled to and expressly waives all claim to any part of the payment or award for any such taking, provided; however, that Tenant shall have the right to and may claim from the condemner, but not from Landlord, such compensation as may be recoverable by Tenant in its own right for (1) any taking of Tenant property, including any fixtures and improvements installed by Tenant at its expense, (2) moving expenses, (3) damages for cessation or interruption of Tenant's business, or (4) for any other damages Tenant is entitled to by law.

#### SECTION 15. FIRE OR CASUALTY DAMAGE.

15.1 If the Demised Premises or any portion of the Building shall be damaged or destroyed by fire, other casualty, acts of God or the elements, Landlord shall not have any obligation to repair and restore the same to substantially the same condition thereof existing immediately prior to such damage or destruction, or to the condition thereof existing as of effective date of this Lease, in Landlord's sole discretion.

If Landlord does not restore the Demised Premises within 180 days from the date of the occurrence, Tenant may, in addition to any other remedies available to it, upon 30 days prior written notice to Landlord, terminate this Lease retroactive to the date of the occurrence if the restoration is not completed within such 30 day period. But Landlord's time for restoration shall be extended one day for each day of delay (but in no event more than 10 days) attributable to reasons beyond its control.

15.2 If by reason of fire, other casualty, acts of God or the elements the Demised Premises are rendered wholly untenable, the Rent due under Section 3 hereof shall be fully abated from and after such casualty.

15.3 Except for such abatement of the Rent as hereinabove set forth, nothing herein contained shall be construed to abate any other obligations of Tenant hereunder. If such damage or other casualty shall be caused by the negligence of Tenant or of Tenant's subtenants, licensees, patients, contractors or invitees or to their respective agents or employees, there shall be no abatement of the Rent.

#### SECTION 16. DEFAULT AND TERMINATION.

16.1 Events of Default. The following shall constitute a default by Tenant:

16.1.1 Tenant's failure to pay and deliver to Landlord Rent or additional rent after they are due, or Tenant's failure to comply with any other financial obligation under this Lease, including the payment of any real estate taxes and insurance premiums, within five (5) days after written demand by Landlord;

16.1.3 Tenant's failure to diligently comply with any other provision of this Lease and in any event within thirty (30) days after written demand by Landlord, except that if any such failure is not capable of being cured within such thirty (30) day period, and if within such thirty (30) day period Tenant gives Landlord written notice of such fact specifying (i) why the failure cannot be cured within the thirty (30) day period, (ii) the steps Tenant will take to cure the failure, and (iii) the time when the failure can be cured, Tenant shall be given a reasonable time to cure such failure so long as Tenant has timely commenced and thereafter diligently proceeds to completely cure such failure as soon as possible.

16.1.5 If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against Tenant, or any voluntary or involuntary proceeding in any court shall be instituted to declare Tenant insolvent or unable to pay Tenant's debts, and in the case of an involuntary petition or proceeding if same is not dismissed within sixty (60) days from the date it is filed, or if Tenant make an assignment for the benefit of its creditors, or if a receiver is appointed for any property of Tenant, or if Tenant's leasehold interest is levied upon under execution or is attached by process of law.

16.1.6 If Tenant fails to take possession of, vacates or abandons the Demised Premises. Tenant shall be deemed to have abandoned the Demised Premises if Tenant is absent therefrom for any consecutive thirty (30) day period.

16.1.7 If Tenant attempts to or actually does assign this Lease or sublets all or any part of the Demised Premises, or permits the Demised Premises or any part thereof to be used or occupied by others, without first obtaining in each and every instance the prior written consent of Landlord as required in Section 12 of this Lease.

16.1.8 Tenant's failure to prevent any detrimental impact on the adjacent neighborhood directly caused by the business operation of the Tenant.

## 16.2 Landlord's Remedies Upon Default.

16.2.1 If Tenant defaults under the terms and conditions of this Lease, as set forth above, Landlord shall have the immediate right, as permitted by law, without terminating this Lease and without notice, to enter into and repossess the Demised Premises for the account of Tenant, opening locked doors if necessary to effect such entrance, and may remove all persons and property from the Demised Premises and such property may be stored in a warehouse or elsewhere at the cost of, and for the account of Tenant without being liable for any action or prosecution of any kind for such entry or the manner thereof or loss of or damage to any property upon the Demised Premises. Should Landlord elect to re-enter as herein provided, or should Landlord take possession of the Demised Premises pursuant to legal proceedings, Landlord may either:

- (a) Terminate this Lease; or may
- (b) From time to time without terminating this Lease, make such alterations, improvements and repairs to the Demised Premises as

may be necessary to relet the Demised Premises, and may relet the Demised Premises or any part thereof for such term or terms (which may be for a term extending beyond the Initial Term) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable.

Upon each such reletting all monies received by Landlord from such reletting shall be applied as follows:

- (a) First, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord;
- (b) Second, to the payment of any costs and expenses of such reletting, including brokerage fees, attorney's fees and costs of such alterations, improvements and repairs;
- (c) Third, to the payment of Rent or any other payment due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied towards the payment of future Rent due hereunder as the same may become due and payable hereunder.

In no event shall Tenant have any right to any monies received by Landlord from any reletting other than to have such monies applied towards the indebtedness of Tenant to Landlord as aforesaid, and to the extent such monies exceed any indebtedness of Tenant, they shall be the sole property of Landlord. If such rentals and other monies received from such reletting during any month is less than the Rent to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly.

No such entry or taking of possession of the Demised Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous default by written notice to Tenant. Should Landlord at any time terminate this Lease for any default, in addition to any other remedies it may have, it may recover from Tenant all damages incurred by reason of such breach including:

- (a) The cost of recovering and reletting the Demised Premises as referred to above;
- (b) All attorney's fees;
- (c) The worth at the time of such termination of the excess, if any, of the amount of all Rent reserved in this Lease for the remainder of the Initial Term or Renewal Term over the then reasonable rental value of the Demised Premises for the remainder of the Initial Term or Renewal Term.

All amounts described above shall be immediately due and payable from Tenant to Landlord. In any event, this Section shall not be deemed to require Landlord to re-enter the Demised Premises upon default by Tenant, and Landlord may, at its sole option, do nothing with respect to the Demised Premises and hold Tenant responsible for all Rent due Landlord as and when the same shall accrue from time to time thereafter. All remedies provided herein are in addition to all other remedies available to Landlord as provided by law.

16.2.2 It is hereby expressly understood and agreed by and between the parties hereto that Tenant shall not be entitled to any abatement or reduction of any Rent due Landlord in any eviction action or proceeding instituted by Landlord for non-payment of any Rent or other monies due, or in any eviction action or proceeding instituted by Landlord for any breach by Tenant of any covenant contained in this Lease.

SECTION 17. NON-LIABILITY OF LANDLORD. Landlord will not be responsible to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Demised Premises hereby leased or any part of the Building of which the Demised Premises are a part or for any loss or damage resulting to Tenant or its property from such activities, including, but not being limited to, bursting, clogged or leaking water, gas, air-conditioning pipes and ducts, or sewer. This provision does not apply to any loss or damage to Tenant that may be occasioned by the gross negligence or wrongful acts of Landlord, its agents, employees, contractors or subcontractors.

SECTION 18. SIGNS. No signs, symbols or identifying marks shall be placed upon the Demised Premises, or upon the windows or the exterior of the doors or walls of the Demised Premises or the Building, without the prior written consent of Landlord, which consent shall be in Landlord's sole discretion.

SECTION 19. COVENANT AGAINST LIENS. Tenant will have no power or authority to create any lien or permit any lien to attach to Tenant's leasehold or to the estate, reversion or other interest of Landlord in the Demised Premises or other improvements of which the Demised Premises are a part. All materialmen, contractors, artisans, mechanics and laborers and other persons contracting with Tenant with respect to the Demised Premises or any part thereof, or any such party who may avail himself of any lien against the realty (whether same shall proceed in law or in equity) are hereby charged with notice that they will look solely to Tenant to secure payment of any amounts due for work done or material furnished to Tenant at the Demised Premises or for any other purpose during the term of this lease. Tenant shall indemnify Landlord against any loss or expenses incurred as a result of the assertion of any such lien.

SECTION 20. BROKEN GLASS. At Tenant's sole expense, Tenant will replace any and all interior window or door glass in or about the Demised Premises that are damaged or broken from any cause whatsoever with the same or equivalent window or glass. If the damage or breakage is due to fire, windstorm or due to any other casualty against which

Landlord is able to collect on its insurance, Tenant shall be responsible for any amount not covered by its insurance.

**SECTION 21. CONDITION OF DEMISED PREMISES OR, IN THE ALTERNATIVE, LANDLORD'S WORK**

**21.1 Condition of the Demised Premises.** Unless the Lease Summary Section reflects that Landlord is improving and renovating the Demised Premises per an attached Exhibit "C," Tenant acknowledges that Tenant has inspected the Demised Premises and accepts the Demised Premises in the condition as they are on the Commencement Date.

**SECTION 22. RIGHTS RESERVED TO LANDLORD.** Landlord reserves the following rights, exercisable without notice and without liability to Tenant for damage or injury to property, person or business and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession or giving rise to any claim for set-off or abatement of rent;

**22.3 Access.** To show the Demised Premises at reasonable hours, provided that Landlord shall obtain Tenant's advance permission to show the Demised Premises between the hours of 8:00 a.m. and 6:00 p.m. and shall give Tenant advance notice to show the Demised Premises during other hours.

**22.4 Keys.** To retain at all times, and to use in appropriate instances, keys to all doors within and into the Demised Premises (except for keys to Tenant's safe and drug closets). No locks shall be changed without the prior written consent of Landlord and in the event of any such change; Tenant shall at Tenant's expense furnish to Landlord a key to the changed lock.

**22.5 Alterations.** To decorate or to make repairs, alterations, additions, or improvements, whether structural or otherwise, in or about the Building, or any part thereof, and for such purposes to enter upon the Demised Premises, and, during the continuance of any said work, to temporarily close doors, entryways, public spaces and corridors in the Building and to interrupt or temporarily suspend Building services and facilities, provided that Landlord shall attempt to avoid interruption in Tenant's enjoyment of the Demised Premises to the extent reasonably possible.

**22.6 Title.** To have and retain a paramount title to the Demised Premises free and clear of any act of Tenant.

**SECTION 23. DEFAULT BY LANDLORD.** Landlord will in no event be charged with default in the performance of any of its obligations hereunder unless and until Landlord has failed to perform such obligations within thirty (30) days (or within such additional time as is reasonably required to correct any such default) after notice to Landlord by Tenant properly specifying wherein Landlord has failed to perform any such obligations. Tenant shall not have the right to setoff against any Rent or additional rent any damages which Tenant may have sustained by reason of Landlord's failure to perform any of the terms, covenants or conditions contained in this Lease on its part to be performed, unless and until Tenant obtains a judgment against Landlord. If Landlord is in default under this Lease,

Tenant's sole right and remedy shall be to recover a money judgment against Landlord, and Tenant shall not have the right to terminate this Lease or to vacate the Demised Premises unless Tenant's business in the Demised Premises is substantially and adversely affected due to Landlord's default.

SECTION 24. QUIET ENJOYMENT. Landlord agrees that if Tenant pays Rent, and other charges herein provided, and performs all of the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant will at all times during the term of this Lease have the peaceable and quiet enjoyment and possession of the Demised Premises without any hindrance from Landlord or any other persons lawfully claiming through Landlord, except as to such portion of the Demised Premises as will be taken under the power of eminent domain.

SECTION 25. HOLDING OVER. If Tenant remains in possession of all or any part of the Demised Premises after the expiration of the term of this Lease, then Tenant will be deemed a Tenant of the Demised Premises from month-to-month, cancelable upon 15 days written notice, subject to all of the terms and provisions hereof, except only as to the term of this Lease. Provided, however, that if Tenant continues in possession after written notice from Landlord canceling such month-to-month tenancy, the basic annual rent payable pursuant to Subsection 4.1 hereof during such period as Tenant continues to hold the Demised Premises or any part thereof will be an amount equal to twice the basic annual rent in effect for the last lease year prior to the expiration of this Lease.

SECTION 26. LIEN UPON TENANT'S PROPERTY. All property, furniture, furnishings, equipment and fixtures of Tenant situated upon the Demised Premises during the term of this Lease will be and are hereby bound for the payment of the Rent and other charges specified herein and for the fulfillment of all covenants of this Lease, and a lien is hereby created thereon in favor of Landlord for the full and prompt payment of such amount and fulfillment of said covenants. The lien hereby created will be in addition to any statutory Landlord's lien. Tenant agrees that Landlord's lien for such payment may be enforced by distress, foreclosure or otherwise, at the sole option of Landlord, and Tenant agrees that such lien is granted to and vested in Landlord. Landlord agrees to subordinate its lien only to the lien of any institutional lender for Tenant's equipment, fixtures and improvements financed by a loan from such lender.

SECTION 27. SURRENDER OF DEMISED PREMISES. Tenant will deliver and surrender to Landlord possession of the Demised Premises upon expiration of this Lease, or its earlier termination as herein provided, broom clean, and in as good condition and repair as the same will be at the commencement of the term of this Lease, or may have been put by Landlord during the continuance thereof, excepting only ordinary wear and tear and damage by fire or the elements. Tenant will at its expense remove all property of Tenant, and Tenant will pay for the repair of all damage to the Demised Premises caused by such removal. Any property not so removed at the expiration of the term hereof will be deemed to have been abandoned by Tenant and may be retained or disposed of by Landlord, as Landlord may desire, and any of the costs therefor charged to Tenant. Tenant's obligation to observe and perform this covenant will survive the expiration or termination of this Lease.

SECTION 28. BROKERAGE. Tenant covenants, warrants and represents to Landlord that there was no broker instrumental in consummating this Lease and that no conversation nor prior negotiations were had by Tenant with any other broker concerning

the renting of the Demised Premises. Tenant agrees to protect, indemnify, save and keep harmless Landlord against and from all liabilities, claims, losses, costs, damages and expenses including attorneys' fees arising out of, resulting from or in connection with a breach of the foregoing covenant, warranty and representation.

SECTION 29. NOTICES. Any notice, request, demand, approval, consent or other communication which Landlord or Tenant may be required or permitted to give to the other party shall be in writing and shall be delivered or mailed to the other party at the address specified on the signature page hereof, or to the Demised Premises if such communication is to Tenant, or to such other address as either party will have designated by written notice to the other. Such notice shall be effective upon delivery if given by delivery. If notice is given by mail, it will be effective three (3) business days after the notice is deposited in the United State mail with postage prepaid, via certified or registered mail.

SECTION 30. GOVERNING LAW AND VENUE. This Lease will be construed in accordance with the laws of the State of Florida, without reference to its principles of conflicts of laws. Any suit, mediation, arbitration, special proceeding or other proceeding pertaining to this Lease will be brought in the courts of Broward County, Florida which will include all courts in and for the State of Florida and the United States District Court for the Southern District of Florida.

SECTION 31. ENTIRE AGREEMENT. This Lease, including the Lease Summary Section and the Exhibits attached hereto, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between the parties. This Lease may not be altered, modified or amended in any manner whatsoever unless the same is in writing and signed by the parties. The submission by Landlord of this Lease for execution by Tenant and the actual execution and delivery thereof by Tenant to Landlord shall have no binding force and effect unless and until Landlord shall have executed this Lease and a duplicate signed original thereof shall have been delivered to Tenant. If any provision contained in any rider or addenda hereto is inconsistent with any printed provision of this Lease, the provision contained in such rider or addenda shall supersede the printed provision.

SECTION 32. RADON GAS. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from the local County Public Health Center.

SECTION 33. ATTORNEY'S FEES. In connection with any litigation, mediation, special proceeding or other proceeding arising out of or in connection with this Lease, the successful or prevailing party or parties shall be entitled to recover from the other party or parties reasonable fees of attorneys, paralegals, and legal assistants, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals and post-judgment proceedings), together with any sales tax thereon, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. Landlord's liability for costs and reasonable attorney's

fees, however, shall not alter or waive Landlord's sovereign immunity or extend Landlord's liability beyond the limits established in section 768.28, Florida Statutes, as amended.

SECTION 34. FORCE MAJEURE. Except for the payment of Rent by Tenant, neither party shall be liable nor be deemed to be in default for any delay or failure in performance under this Lease or for other interruption of service deemed resulting, directly or indirectly, from acts of God, civil or military authorities, acts of the public enemy, war, whether or not declared, riots, insurrections, acts of government, accidents, fires, explosions, earthquakes, floods, hurricanes and tropical storms, failure of transportation, strikes or other work interruptions by employees or any similar or dissimilar cause beyond the control of either party so long as the party so delayed provides written notice to the other party within ten (10) days after the force majeure event occurs. The time for performance shall be deemed extended for a period equal to the duration of such event.

SECTION 35. WAIVER. No provision of this Lease will be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord and addressed to Tenant, and the consent or approval of Landlord to or of any act by Tenant requiring Landlord's consent or approval will not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent or similar act by Tenant. Nor will any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof. The receipt by Landlord of any Rent with knowledge of a breach of any provision of this Lease shall not be deemed a waiver of such breach. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent due Landlord shall be deemed to be other than on account of the earliest Rent then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment by Tenant be deemed an accord and satisfaction, and Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of such Rent due. Landlord may pursue any other remedy provided in this Lease, and no waiver by Landlord in favor of any other tenant or occupant of the Building shall constitute a waiver in favor of Tenant.

SECTION 36. RECORDING. Neither this Lease nor any memorandum thereof will be recorded without Landlord's prior written consent.

SECTION 37. DEFAULT INTEREST. All past due Rent, additional rent, and other sums payable by Tenant under this Lease will bear interest from the date due until paid at the highest lawful rate in effect at the time of such default.

SECTION 38. HAZARDOUS MATERIALS. Landlord represents and warrants to Tenant that Landlord has not received any summons, citation, letter or other communication, whether written or verbal, from any agency or department of any government concerning the presence on the Premises of any Hazardous Materials, and that should any such summons, citation, letter or other communication be received in the future, Landlord shall immediately notify Tenant of the fact and content thereof. In the event it is determined that any action must be taken by Landlord with regard to the presence, whether past, present or future, of any Hazardous Materials on the Premises, Landlord covenants and agrees to take all such actions necessary to promptly bring the Premises into compliance with all applicable laws or regulations.



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

"Hazardous Materials", for purposes of this Section means substances (a) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; (b) which is defined as a "Hazardous Waste", Hazardous Substance", "Toxic Substance", pollutant or contaminate under any federal, state or local statute, regulation, rule or ordinance or amendments thereto; or (c) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, or otherwise hazardous, including specifically mercury, and is regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Florida or any political subdivision thereof.

SECTION 39. AMERICANS WITH DISABILITIES ACT OF 1990. In the event that the Common Areas of the Building or any of Tenant improvements constructed by Landlord pursuant to Section 24 hereof are determined not to be in compliance with the architectural standards of Title III of the Americans With Disabilities Act of 1990, as amended, (the "Act"), Landlord, at its sole cost and expense, shall begin construction of any modifications to the Building or such tenant improvements as may be necessary in order to

comply with the requirements of the Act. Tenant shall be solely responsible for any non-compliance with the Act caused solely by improvements constructed by Tenant, if any, or by Tenant's use or occupancy of the Demised Premises.

SECTION 40. AUTHORITY TO CONTRACT OF TENANT. The individual signing this Lease on behalf of Tenant hereby represents and warrants that he/she is duly authorized to execute this Lease in the capacity indicated below; that Tenant is duly organized under the laws of the State of Florida, and that this Lease is a valid and binding obligation of Tenant enforceable according to its terms.

SECTION 41. TIME IS OF THE ESSENCE. It is understood and agreed between the parties hereto that time is of the essence of all of the terms and provisions of this Lease.

SECTION 42. LEGAL INTERPRETATION. It is the intent of both Landlord and Tenant that this Lease be drawn for the benefit of the parties thereto. Both parties acknowledge that they have been represented by legal counsel in the preparation and execution of this Lease. As such, at some time subsequent to the execution of this Lease, if there is a question as to an interpretation of any portion of this Lease, there shall be no inference made as to Landlord or Tenant as the drafter of this Lease.

SECTION 43. RELATIONSHIP OF PARTIES. The relationship between the parties hereto shall be solely as set forth herein, and neither party shall be deemed the employee, agent, partner or joint venturer of the other.

SECTION 44. THIRD PARTY BENEFICIARIES. This Lease is solely for the benefit of the parties hereto, and is not entered into for the direct or indirect benefit of any other person or entity including, but not limited to, patients of Landlord or patients of Tenant.

SECTION 45. EXCULPATION. Tenant agrees that it will look solely to the property of Landlord in the land and building comprising the Building of which the Demised Premises are a part for the collection of any judgment (or any other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and performed by Landlord and no other property or estates of Landlord will be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies. Any and all covenants, undertakings, and agreements on the part of Landlord are not personal covenants, undertakings or agreements and will not bind Landlord corporately or any assets of Landlord except Landlord's interest in the Building and property. All covenants, undertakings, and agreements are made and intended for the purpose of binding only Landlord's interest in the Building and property. IN NO EVENT SHALL LANDLORD BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against, Landlord or its agents, beneficiaries, partners, constituent partners, shareholders, officers, directors, or their respective heirs, executors, administrators, legal representatives, successors, or assigns on account of this Lease or on account of any covenant, undertaking, or agreement of Landlord in this Lease, all such liability being irrevocably and unconditionally waived by Tenant.

SECTION 46. SOVEREIGN IMMUNITY. The parties hereto acknowledge that Landlord is a political subdivision of the state of Florida and enjoys sovereign immunity.

Nothing in this Lease shall be construed to require Landlord to indemnify Tenant or insure Tenant for its negligence or to assume any liability for Tenant's negligence. Further, any provision in this Lease that requires Landlord to indemnify, hold harmless or defend Tenant from liability for any other reason shall not alter Landlord's waiver of sovereign immunity or extend Landlord's liability beyond the limits established in section 768.28, Florida Statutes, as amended.

SECTION 47. MODIFICATIONS FOR PROSPECTIVE LEGAL EVENTS. In the event any state or federal laws or regulations, now existing or enacted or promulgated after the date of this Lease, are interpreted by judicial decision, a regulatory agency, or legal counsel of both parties in such a manner as to indicate that the structure of this Lease may be in violation of such laws or regulations, the parties shall amend this Lease to the minimum extent possible to preserve the underlying economic and financial arrangements between Landlord and Tenant. If an amendment is not possible, or the parties cannot reach agreement on such amendment, then either party may terminate this Lease upon written notice to the other party.

SECTION 48. MATTERS OF RECORD. This Lease is subject to all matters of record affecting the Demised Premises.

SECTION 49. SURVIVAL. The representations and warranties contained in this Lease shall survive the termination and/or expiration of this Lease.

SECTION 50. BINDING EFFECT. Except as herein otherwise expressly provided, the terms and provisions hereof will be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Landlord and Tenant.

SECTION 51. PARTIAL INVALIDITY. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

SECTION 52. SEVERABILITY. Each and every covenant and agreement contained in this Lease shall for all purposes be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform all other covenants and agreements herein.

SECTION 53. REMEDIES CUMULATIVE. Each right, power and remedy of Landlord or Tenant provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord or Tenant of any one or more of the rights, powers, or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord or Tenant.

SECTION 54. HEADINGS AND USE OF TERMS. The section and paragraph headings to this Lease are for convenience and reference only. The words as provided in the

section and paragraph headings will not be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the terms of this Lease. Terms defined in this Lease have the meaning, designation, and significance ascribed to the terms defined in this Lease.

**SECTION 55. PATRIOT ACT.** Tenant represents and warrants to Landlord as follows:

a. Neither Tenant nor any of its equity holders, parent corporations, subsidiaries or affiliates (collectively, the "Tenant Parties"), as applicable, is in violation of any laws relating to terrorism or money laundering, including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order") and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107 56, the "Patriot Act").

b. None of the Tenant Parties is a "Prohibited Person" which is defined as (1) a person or entity that subject to the provisions of the Executive Order, (2) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is subject to the provisions of the Executive Order, (3) a person or entity with whom Landlord is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering laws or regulations, including the Executive Order and the Patriot Act, (4) a person or entity who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order, (5) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/tlstdn.pdf> or at any replacement website or other replacement official publication of such list, or (6) a person or entity who is affiliated with a person or entity listed above.

c. None of the Tenant Parties is or will (i) conduct(ing) any business or engage in any transaction or dealing with any Prohibited Person, including making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (ii) deal(ing) in or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) engage(ing) in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Executive Order or the Patriot Act.

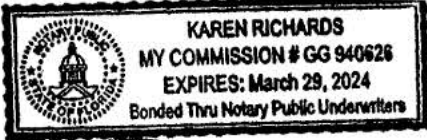
*Signatures appear on the following page*

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the dates set forth below.

*Signed, sealed and delivered  
in the presence of:*

**LANDLORD:**

CITY OF PEMBROKE PINES, FL, a Florida  
municipality



[Signature]  
Signature  
Karen Richards  
Printed Name

Signature

Printed Name

By: [Signature]  
Print: CHARLES DODGE, City Manager

Date: 10/28/2020

Signed, sealed and delivered  
in the presence of:  
Alixandra Austin



Notary Public  
State of Florida  
Comm# HH014201  
Expires 6/24/2024

[Signature]  
Signature  
Alixandra Austin  
Printed Name

Signature

Printed Name

**TENANT:**

CHOICES FOR LIFE INC., a Florida not-for-profit corporation

By: [Signature]  
Name: Noel Hall  
Title: Owner

Date: 10/20/2020

APPROVED as to legal form and legal sufficiency only  
and solely on behalf of Landlord by:

By: [Signature]  
Name: Jacob Herawick  
Title: Asst City Attorney  
Date: 10-28-20



# City of Pembroke Pines, FL

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

## Agenda Request Form

### Agenda Number: 7.

File ID: 20-0727

Type: Agreements/Contracts

Status: Passed

Version: 1

Agenda  
Section:

In Control: City Commission

File Created: 09/28/2020

Short Title: Business Lease Agreement with Choices for Life Inc.

Final Action: 10/21/2020

Title: MOTION TO APPROVE THE BUSINESS LEASE AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND CHOICES FOR LIFE INC. IN THE AVAILABLE SPACE LOCATED AT 6700 SW 13TH STREET, PEMBROKE PINES, FL 33025.

\*Agenda Date: 10/21/2020

Agenda Number: 7.

#### Internal Notes:

Attachments: 1. Choices for Life Lease-REVISED, 2. Village Community Center and School, 3. Choices for Life Lease-BEFORE REVISION

#### Indexes:

1	City Commission	10/21/2020	approve	Pass
<b>Action Text:</b> A motion was made by Vice Mayor Schwartz, seconded by Commissioner Siple, to approve the business lease agreement between the City of Pembroke Pines and Choices for Life, Inc. The motion carried by the following vote:				
Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Good Jr., Commissioner Castillo, and Commissioner Siple				
Nay: - 0				

#### SUMMARY EXPLANATION AND BACKGROUND:

1. The City of Pembroke Pines owns the building located at 6700 SW 13th Street, Pembroke Pines, FL 33025, the former City of Pembroke Pines Village Pre-k.
2. Choices for Life Inc., a not for profit corporation, is seeking to lease 3,556 square feet of property located at 6700 NW 13th Street, Pembroke Pines, FL 33025 to be used as a school for an adult training program for people with intellectual & developmental disabilities.
3. Choices for Life Inc. will pay a monthly base rent of \$4,445.00, along with \$296.34 per month for all utility charges, for a total monthly rent of \$4,741.34. The term of the lease is for one (1)

year, with four (4) additional one (1) year terms.

4. Commissioner Good has scheduled a village community meeting to discuss options for the remainder of the building area to allow the Village Community to participate in developing options for future use.

5. Requesting Commission to approve the Business Lease Agreement between the City of Pembroke Pines and Choices for Life Inc. in the available space located at 6700 SW 13th Street, Pembroke Pines, FL 33025.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None

b) Amount budgeted for this item in Account No: Funds are currently budgeted for this project in account #1-362030-6001-Rental city facilities

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

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

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$54,154.74	\$56,896.08	\$56,896.08	\$56,896.08	\$56,896.08
Expenditures	\$0	\$0	\$0	\$0	\$0



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2020

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

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

PRODUCER	<b>Finney Insurance Corporation</b> 5601 Sheridan Street Hollywood, FL 33021	CONTACT NAME: <b>Stephanie Harrison</b> PHONE (A/C, No, Ext): <b>954-966-5533</b> FAX (A/C, No): <b>954-989-8208</b> E-MAIL ADDRESS: <b>steph@finneyinsurancecorp.com</b>
INSURED	<b>Choices for Life</b> DBA Life Development Center, LLC 4040 SW 70TH WAY Davie, FL 33314	INSURER(S) AFFORDING COVERAGE INSURER A: <b>Western World</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 00014478-116396

REVISION NUMBER: 10

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		NPP8327814	06/28/2019	06/28/2020	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>included</b>
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE IS LISTED AS ADDITIONAL INSURED PER ATTACHMENT.

## CERTIFICATE HOLDER

## CANCELLATION

<b>The City of Pembroke Pines</b> 601 City Center Way Pembroke Pines, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  (SMH)
--	--

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**Torres, Barbara**

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**From:** Rotstein, Daniel  
**Sent:** Thursday, October 29, 2020 7:09 AM  
**To:** Torres, Barbara  
**Subject:** FW: Choices for Life Commercial Lease Agreement-COI  
**Attachments:** CON - Pending Agreements Routing - Received 10-28-2020 - CHOICES FOR LI....pdf

**From:** Rotstein, Daniel  
**Sent:** Thursday, October 29, 2020 7:07 AM  
**To:** 'btorress@ppines.com' <btorress@ppines.com>  
**Subject:** FW: Choices for Life Commercial Lease Agreement-COI

Approved COI

**From:** Torres, Barbara  
**Sent:** Wednesday, October 28, 2020 4:35 PM  
**To:** Rotstein, Daniel <drotstein@ppines.com>  
**Subject:** Choices for Life Commercial Lease Agreement-COI

Good afternoon:

Attached is the fully executed lease agreement provided to us today by Steve Buckland. Can you please review the COI and let me know if approved.

Thank you.

*Barbara Torres*  
*Office of the City Clerk*  
*City of Pembroke Pines*  
*601 City Center Way, 4<sup>th</sup> Floor*  
*954-450-1050 ext. 51048*  
[www.btorres@ppines.com](mailto:www.btorres@ppines.com)

