Revised Agenda

Regular Commission Meeting

7:00 PM - Wednesday, May 13, 2026

Commission Chambers

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. DELETIONS OR WITHDRAWALS TO THE AGENDA

5. PRESENTATIONS / PROCLAMATIONS

5.1 Proclamation for Mental Health Awareness Month

5.2 Proclamation for National Safe Boating Week

5.3 Proclamation for Public Works Week

5.4 Presentation from Broward County Animal Care

5.5 Report from the Business Relations Manager - Business Relations Manager Agosto

6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

7. CONSENT AGENDA

7.1 Consideration of Approval of the Meeting Minutes:

February 25, 2026 - Special Commission Meeting
March 11, 2026 - Regular Commission Meeting
March 13, 2026 - Special Commission Meeting
March 20, 2026 - Special Commission Meeting
March 25, 2026 - Special Commission Meeting
March 31, 2026 - Special Commission Meeting

7.2 Consideration of Approval of a Resolution delegating the Town Manager, to negotiate and execute as needed during the Commission's summer recess — Town Manager Sigerson

RESOLUTION NO: 2026-039

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN MANAGER, OR HIS DESIGNEE, TO NEGOTIATE AND EXECUTE, AS MIGHT BE NECESSARY DURING THE COMMISSION'S SUMMER RECESS,

CONTRACTS AND CHANGE ORDERS ABOVE THE TOWN MANAGER'S PURCHASING AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

7.3 Consideration and approval of a proposal from Kimley Horn to perform the 50 Year Building Safety Inspection for Town Hall — Sponsored by Public Services Director Odoms

RESOLUTION NO: 2026-040

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING KIMLEY HORN TO PERFORM THE 50 YEAR BUILDING SAFETY INSPECTION FOR TOWN HALL; AUTHORIZING THE EXECUTION ALL NECESSARY DOCUMENTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

7.4 Consideration and authorization for the Town to execute the First Amendment to the Interlocal Agreement establishing the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County — Acting Clerk Commissioner Morrissette

RESOLUTION NO: 2026-041

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, APPROVING THE FIRST AMENDMENT (THE FACILITIES AMENDMENT) TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; AUTHORIZING THE APPROPRIATE OFFICIAL TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT; AUTHORIZING THE TOWN CLERK TO PROVIDE A COPY OF THIS RESOLUTION AND THE EXECUTED FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

7.5 Consideration and approval of resolution to accept recommendation of Ranking and Award - RFP #26-01 Wastewater and Stormwater Utility Rate Revenue Sufficiency and Bond Feasibility Study — Sponsored by Procurement Administrator Woodbury

RESOLUTION NO: 2026-042

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING OF PROPOSERS FOR RFP #26 01 “WASTEWATER AND STORMWATER UTILITY RATE REVENUE SUFFICIENCY AND BOND FEASIBILITY

STUDY"; AWARDING THE CONTRACT TO THE TOP RANKED FIRM, RAFTELIS FINANCIAL CONSULTANTS, INC.; AUTHORIZING THE TOWN ADMINISTRATION TO EXECUTE AN AGREEMENT IN THE ESTIMATED AMOUNT OF $118,000; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

7.6 Consideration and approval of a resolution to accept recommendation to award the RFQ 25-02 Landscape Architectural Services — Sponsored by Procurement Administrator Woodbury

RESOLUTION NO: 2026-043

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 25 02: LANDSCAPE ARCHITECTURAL SERVICES ATTACHED HERETO AS EXHIBITS A THROUGH E; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

7.7 Consideration and approval of a resolution to accept recommendation to award the RFQ 25-02 Construction Engineering Inspection Services — Sponsored by Procurement Administrator Woodbury

RESOLUTION NO: 2026-044

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 25 02: CONSTRUCTION ENGINEERING INSPECTION SERVICES ATTACHED HERETO AS EXHIBITS A THROUGH D; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

7.8 Consideration and approval of a contribution to the Area Agency on Aging in the amount of $4,810 for FY 2026-2027 — Sponsored by Town Mayor Jacobs

RESOLUTION NO: 2026-045

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING A CONTRIBUTION TO THE AREA AGENCY ON AGING FOR FISCAL YEAR 2026-2027; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

7.9 Consideration and Approval of Community Support Request – Smart Bridge Academy Summer 2026 — Sponsored by Mayor Jacobs

RESOLUTION NO: 2026-046

A RESOLUTION OF THE TOWN APPROVING COMMUNITY SUPPORT FUNDING IN THE AMOUNT OF $3,500.00 FOR SMART BRIDGE

ACADEMY'S SUMMER 2026 PROGRAM; PROVIDING FOR AUTHORIZATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

7.10 Motion to approve the amendment to Mission Square Retirement Accounts — Sponsored by HR Director Frishman

7.11 Motion to approve Summer Hiatus Schedule — Sponsored by Mayor Jacobs

8. ORDINANCES

8.1 Consideration and Adoption of Ordinance No. 2026 008 Repealing Ordinance No. 2025 005 in Its Entirety — Sponsored by Town Attorney Horowitz

ORDINANCE 2026-008

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, REPEALING ORDINANCE NO. 2025-005, ADOPTED ON SEPTEMBER 10, 2025, IN ITS ENTIRETY; DIRECTING THE TOWN CLERK TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE REPEAL OF THE ORDINANCE, INCLUDING REMOVING THE REFERENDUM QUESTION FROM THE NOVEMBER 3, 2026 GENERAL ELECTION BALLOT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

9. NEW BUSINESS

9.1 Consideration and approval of agreement for financial services — Sponsored by Vice Mayor Kashem **(UPDATED DOCUMENTS)**

RESOLUTION NO: 2026-048

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND EISNERAMPER, ATTACHED HERETO AS EXHIBIT "A," FOR FINANCE DIRECTOR AND FINANCE DEPARTMENT CONSULTING SERVICES; PROVIDING FOR THE WAIVER OF PROCUREMENT IN THE BEST INTERESTS OF THE TOWN; AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

9.2 Consideration and approval of Resolution Initiating Chapter 164 Conflict Resolution Procedures with the City of Hollywood Concerning Disputes Arising Under the Large User Wastewater Agreement — Sponsored by Town Attorney Horowitz

RESOLUTION NO: 2026-047
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTED PURSUANT TO §164.1052, FLORIDA STATUTES, DECLARING THE INTENT OF THE TOWN COMMISSION TO INITIATE CONFLICT RESOLUTION PROCEDURES AS SET FORTH IN CHAPTER 164, FLORIDA STATUTES; FINDING THAT A CONFLICT EXISTS WITH THE CITY OF HOLLYWOOD, FLORIDA, ARISING FROM THE LARGE USER WASTEWATER AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND THE CITY OF HOLLYWOOD, DATED OCTOBER 1, 1990, RELATED TO THE FY 2020 - 2024 "TRUE-UP" PAYMENTS FROM THE TOWN OF PEMBROKE PARK TO THE CITY OF HOLLYWOOD AND HOLLYWOOD'S PROPOSED INCREASE TO THE LARGE USER WASTEWATER MONTHLY INCREASE CHARGES; DIRECTING THE TOWN MANAGER TO PREPARE AND FORWARD A CERTIFIED COPY OF THIS RESOLUTION AND THE REQUIRED CERTIFIED LETTER TO THE CITY MANAGER FOR THE CITY OF HOLLYWOOD AND OTHER GOVERNMENTAL UNITS PURSUANT TO SECTION 164.1052, FLORIDA STATUTES; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO TAKE ALL STEPS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

10. OLD BUSINESS

11. DISCUSSION

11.1 Discussion on UMC Free Clinic — Vice Mayor Kashem

11.2 Discussion and possible action regarding Bamboo Social Club — Sponsored by Mayor Jacobs

11.3 Discussion on attorney fees and possible action for reimbursement on the matter of Babette Friedman v Town of Pembroke Park — Sponsored by Mayor Jacobs

11.4 Discussion and possible action for a repayment plan from Clerk Commissioner Hodgkins — Sponsored by Mayor Jacobs

11.5 Discussion on Building Department Funds — Sponsored by Mayor Jacobs

11.6 Motion to rescind the April 6 notice of termination for cause issued to Town Manager David Lynch, and in its place, to terminate Mr. Lynch without cause, effective immediately, pursuant to Section 11(B) of his Employment Agreement with the Town. Under this action, Mr. Lynch shall receive fourteen (14) weeks of severance pay, calculated retroactively from April 6,

upon satisfaction of all conditions set forth in his Employment Agreement — Sponsored by Mayor Jacobs **(ADDED)**

11.7 Discussion on Upcoming events — Sponsored by Commissioner Mohammed **(ADDED)**

11.8 Discussion on the Town hosting an 8-Week Recovery & Empowerment Program — Sponsored by Commissioner Mohammed **(ADDED)**

12. ATTORNEY REPORTS

13. TOWN MANAGER REPORTS

14. COMMISSION REPORTS

15. ANNOUNCEMENTS

15.1 Special Magistrate Hearing, Wednesday, May 20, 2026 at 9:00 a.m.
Workshop Commission meeting, Wednesday, May 27, 2026 at 6:00 p.m.
Regular Commission meeting, Wednesday, June 10, 2026 at 7:00 p.m.

SPECIAL EVENTS

Food Giveaway, Saturday, May 30, 2026 at 9:00 a.m.

16. ADJOURNMENT

In accordance with the provisions of F.S. Section 286.0105, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the town clerk's office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida relay services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD)

Decorum — All comments must be addressed to the commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the commission, shall be barred from further audience before the commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the commission chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. persons exiting the chamber shall do so quietly.

Cynthia Garcia-Lima
Town Clerk

Agenda Item Report

Subject:	Proclamation for Mental Health Awareness Month
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. May 2026 - Mental Health Awareness Month

TOWN OF PEMBROKE PARK

MENTAL HEALTH AWARENESS MONTH

WHEREAS, *NAMI Broward's Mission is to enhance awareness and provide programs in Broward County that supports a world-class system for the treatment and recovery of individuals facing mental health challenges. NAMI Broward delivers support, education, and advocacy to nurture better understanding, coping strategies, and positive outcomes for people and their families navigating the complexities of mental health; and*

WHEREAS, *mental health conditions are treatable health concerns that are widespread and manageable; and*

WHEREAS, *comprehensive healthcare encompasses mental health care, which must be accessible to all individuals irrespective of race, gender, age, sexual orientation, socioeconomic status, values, and cultural beliefs. It is vital that these factors are integrated into treatment, allowing the community to become a bastion of support; and*

WHEREAS, *the breadth of the mental health crisis affecting both children and adults is profound. One in five adults will encounter a mental health challenge in any given year. Half of all mental health conditions begin by age 14, and 75% by 24 years old. Prompt intervention leads to more favorable outcomes**;** and*

WHEREAS, *half of the children and adults living with mental health challenges never receive transformative treatment due to barriers to care and stigma. The resilience and recovery journey of individuals diagnosed with a mental health condition should be celebrated rather than stigmatized**;** and*

WHEREAS, *mental health challenges are not criminal issues. Nonetheless, individuals with mental health diagnoses are disproportionately represented in jails and prisons. NAMI commends the implementation of Crisis Intervention Training for law enforcement officers, Diversion Programs, and Mobile Crisis Response Teams that effectively reduce involvement in the justice system and enhance safety; and*

WHEREAS, *individuals experiencing mental health challenges are capable of leading meaningful lives and contributing significantly to society. Communities aid those with mental health challenges by ensuring access to quality care and appropriate supports; and*

WHEREAS*, NAMI Broward County designates the month of MAY as MENTAL HEALTH AWARENESS MONTH to promote mental health awareness, to inspire those living with mental health challenges to seek SUPPORT, and to be uplifted by our message: "YOU ARE NOT ALONE";*

NOW, THEREFORE*, we, Mayor Geoffrey Jacobs, Vice Mayor Musfika Kashem, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Erik Morrissette, and Commissioner Ashira Mohammed, by virtue of the authority vested in us by the Town of Pembroke Park, hereby proclaim month of May:*

MENTAL HEALTH AWARENESS MONTH

Dated the 13th day of May 2026.

_____
Mayor Geoffrey Jacobs

_____
Vice Mayor Musfika Kashem

_____
Clerk Commissioner William R. Hodgkins

_____
Acting Clerk Commissioner Erik Morrissette

_____
Commissioner Ashira Mohammed

Agenda Item Report

Subject:	Proclamation for National Safe Boating Week
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. May 2026 - National Safe Boating Week

TOWN OF PEMBROKE PARK

NATIONAL SAFE BOATING WEEK

WHEREAS, *For over 100 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling, and fishing. During National Safe Boating Week, the U.S. Coast Guard and the National Safe Boating Council, along with federal, state, and local safe boating partners, encourage all boaters to explore and enjoy America's beautiful waters responsibly**;** and*

WHEREAS, *Safe boating begins with preparation. The Coast Guard estimates that human error accounts for most boating accidents and that life jackets could prevent nearly 75 percent of boating fatalities. Through basic boating safety procedures – carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating – we can help ensure boaters on America's coastal, inland, and offshore waters stay safe throughout the season; and*

WHEREAS, *National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year; and*

WHEREAS, *on average, 650 people die each year in boating-related accidents in the U.S.; 75 percent of these are fatalities caused by drowning**;** and*

WHEREAS, *most of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors*; *and*

WHEREAS, *a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and*

WHEREAS*, it encourages all those who boat to practice safe boating habits and always wear a life jacket while boating.*

NOW, THEREFORE*, we, Mayor Geoffrey Jacobs, Vice Mayor Musfika Kashem, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Erik Morrissette, and Commissioner Ashira Mohammed, by virtue of the authority vested in us by the Town of Pembroke Park, hereby proclaim May 16, 2026 through May 22, 2026:*

NATIONAL SAFE BOATING WEEK

Dated the 13th day of May 2026

_____
Mayor Geoffrey Jacobs

_____
Vice Mayor Musfika Kashem

_____
Clerk Commissioner William R. Hodgkins

_____
Acting Clerk Commissioner Erik Morrissette

_____
Commissioner Ashira Mohammed

Agenda Item Report

Subject:	Proclamation for Public Works Week
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Public Services
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. May 17-23 - National Public Works Week

TOWN OF PEMBROKE PARK

NATIONAL PUBLIC WORKS WEEK
May 17, 2026 through May 23, 2026
"Rooted in Service, Powered by Community"

WHEREAS, *public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of the Town of Pembroke Park; and*

WHEREAS, *these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and*

WHEREAS, *it is in the public interest for the citizens, civic leaders, and children in the Town of Pembroke Park to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and*

WHEREAS, *the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association.*

NOW, THEREFORE*, we, Mayor Geoffrey Jacobs, Vice Mayor Musfika Kashem, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Erik Morrissette, and Commissioner Ashira Mohammed, by virtue of the authority vested in us by the Town of Pembroke Park, hereby proclaim:*

May 17, 2026 through May 23, 2026
National Public Works Week

Dated the 13th day of May 2026.

_____
Mayor Geoffrey Jacobs

_____
Vice Mayor Musfika Kashem

_____
Clerk Commissioner William R. Hodgkins

_____
Acting Clerk Commissioner Erik Morrissette

_____
Commissioner Ashira Mohammed

Agenda Item Report

Subject:	Presentation from Broward County Animal Care
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Administrative
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

None

Agenda Item Report

Subject:	Report from the Business Relations Manager - Business Relations Manager Agosto
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	Eliezer Agosto, Business Relations Manager
Dept/Group:	Administrative
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Business_Relations_Progress_FY2026_Strategy_Review
2. 2025-2026 Business Relations Manager goals

Business Relations Progress & FY 2026 Strategy

Shifting to Economic Velocity

Presenter: Eliezer Agosto, Business Relations Manager
Date: April 29, 2026

Executive Overview

We transitioned from a passive administrative office to an active, results-driven engine for economic growth. Our streamlined internal coordination drives measurable outcomes:

- The Town Manager provides strategic executive direction
- Close collaboration with Building & Permitting ensures aligned, hands-on support.

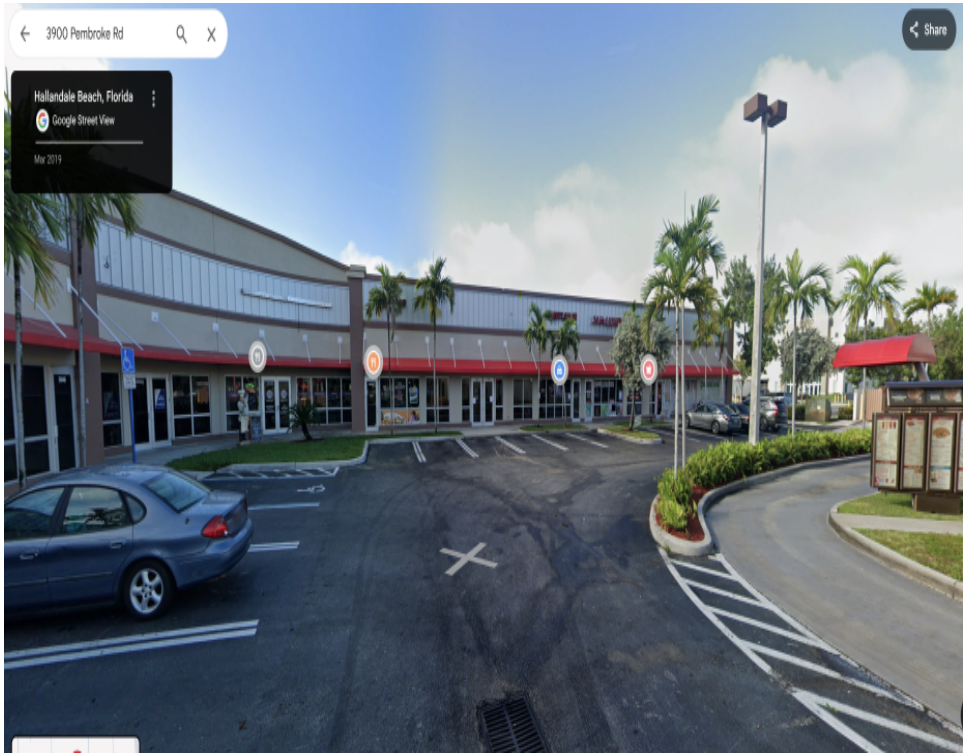
By identifying potential bottlenecks early, we ensure Pembroke Park functions as a proactive partner—not an obstacle—in the development process.

Our message to the market is clear: Pembroke Park is open for business and ready to support their success.

2025 Milestones: Safety & Visibility

3900 Pembroke Road Store Complex

- Coordinated canopy-lift operations with Public Works, restoring full storefront visibility
- Implemented joint night patrols with PPPD, increasing after-hours security presence
- Resulted in a noticeably safer, cleaner, and more tenant-friendly environment



2025 Milestones: Compliance Solutions & Successful Business Openings

Property Manager Collaboration

- Partnered with property manager Cristina Monelo to resolve historical account discrepancies
- Eliminated legacy penalties, enabling faster issuance of Certificates of Use
- Improved operational readiness for multiple ownership groups

“My Golf” Project Delivery

- Provided concierge-level support and coordinated Applicant Advocate assistance to streamline the permit process
- Successfully closed the permitting loop, clearing all outstanding requirements
- Grand Opening held on December 8; now an active revenue-generating business within the Town

2025 Milestones: Nutex Micro-Hospital Development



RE-ESTABLISHED A DIRECT COMMUNICATION CHANNEL WITH THE NUTEX INVESTMENT TEAM TO ENSURE CONTINUOUS ALIGNMENT



PROVIDED THE TOWN MANAGER WITH DETAILED MILESTONE BRIEFINGS FOR FULL OVERSIGHT AND ACCOUNTABILITY



COORDINATED CLOSELY WITH BUILDING & PERMITTING TO MEET EVERY REQUIRED SUBMITTAL AND RESPONSE DEADLINE



THE PROJECT REMAINS ON SCHEDULE, WITH THE 2027 OPENING TIMELINE FULLY MAINTAINED

Strategic Positioning: Hallandale Chamber Board Representation

- Expanded the Town's regional influence through a leadership role on the Hallandale Chamber Board
- Gained direct access to active regional developers and site selectors evaluating new South Florida investments
- Secured early intelligence on businesses planning relocations or expansion into the region
- Positioned Pembroke Park as an active participant in regional economic-policy discussions
- Elevated visibility of the Town's vacant parcels and actively engaged developers who had previously overlooked them

High-Performance Operations: Seven Successful Events in Four Months

Executed seven major Town events within a four-month window with minimal hurdles and maximum efficiency:

- Fall Fest, Health Fair, Turkey Giveaway, Turkey Pardoning, Christmas Light Ceremony, Toy Giveaway, and Christmas Week Tree Lighting Concessions

Coordinated seamlessly with PPPD, Public Works, Finance, and Permitting to ensure smooth, interruption-free operations across all events

Achieved unprecedented levels of resident engagement and participation throughout the event season

Successfully “stress-tested” the Town’s operational capacity, demonstrating readiness for larger and more complex initiatives

Sent a strong regional signal that Pembroke Park is active, organized, and fully capable of supporting major events and future business activity

2025 Town Events















FY 2026 Priorities: Fast-Track Initiative & Nutex Project

Project “Fast-Track”

- Partner with Building & Permitting to identify the top 10 vacant commercial assets with highest activation potential
- Prioritize these files to accelerate reviews, reduce downtime, and move projects into the pipeline faster
- Target: Reduce Lease-to-Open timelines by 20% through coordinated, proactive case management

Nutex Critical Path

- Conduct bi-weekly coordination meetings with the Town Manager, Building Department, and Nutex project leads
- Maintain zero internal delays by ensuring all Town responses, reviews, and approvals meet or exceed required timelines
- Target: Foundation poured by Q4 2026, keeping the overall 2027 opening schedule on track

FY 2026 Goals: Small Business, Chamber, and Workforce Development

Small Business "Playbook"

- Finalize a streamlined two-page guide to eliminate permit-related surprises for new business owners.
- Target: Launch the "Open for Business" kit by Q2.

Chamber Recruitment

- Leverage the Board seat to engage and pitch to at least five regional developers.
- Target: Secure two Letters of Intent for priority vacant sites.

Workforce Pipeline

- Organize a local job fair to connect residents with employers in the Industrial Park.
- Target: Increase local hiring rates within the industrial corridor.

Advancing Events Excellence & Business Relations in FY 2026

Traditional Events Excellence	Strengthen event planning through earlier lead times and coordinated scheduling with PPPD, Finance, and Permitting.
	Remove last-minute operational friction and improve overall readiness.
	Target: Achieve faster turnaround times and ensure 100% of events are delivered on or under budget.
Business Relations Series	Host quarterly networking mixers to strengthen partnerships with local businesses and stakeholders.
	Provide direct Town briefings and updates to maintain consistent, transparent communication.
	Target: Deliver a minimum of one high-attendance stakeholder event each quarter.

Business Relations Progress & FY 2026 Strategy

Overview: Shifting to Economic Velocity Since joining the team in August 2025, the department has focused on shifting from a passive office to a proactive engine for growth. The goal is to move beyond simply monitoring projects and start aggressively clearing the path for revenue.

Success relies on a tight internal loop: the Town Manager provides the executive direction, the Applicant Advocate manages the granular permitting hurdles, and we work hand-in-hand with the Building and Permitting Department to push the envelope. By identifying bottlenecks before they become shutdowns, we are ensuring that Pembroke Park is seen as a partner, not a hurdle.

As we tell every prospective partner: Pembroke Park is open for business and economic development, and we're ready for you.

2025 Milestones

- **3900 Pembroke Road Store Complex**: This corridor required immediate intervention regarding safety and visibility. By coordinating "canopy lifts" with Public Works and night patrols with PPPD, the environment for current tenants has drastically improved. We are now focused on working with the Property Manager- Cristina Monelo, to reconcile account histories and wipe out legacy penalties so these owners can finally secure their Certificates of Use or operate their business efficiently and in compliance.
- **"My Golf" Success:** This business was previously stalled in a permit loop. By acting as a direct concierge and utilizing the Applicant Advocate to track the technical details, we pushed through the backlog and achieved a Grand Opening on December 8th. The business is now fully operational and contributing to the tax base.
- **Nutex Micro-Hospital**: We have re-established a direct line to the investment team and are keeping the Town Manager briefed on every milestone. Through close collaboration with Building and Permitting, we are ensuring the Town meets every response deadline to keep the 2027 opening on track.
- **Hallandale Chamber of Commerce:** The recent selection of the Business Relations Manager to the Hallandale Chamber of Commerce Board of Directors is a strategic win for the Town.
    1. Strategic Advantage: This seat provides direct access to regional developers and "early intel" on businesses looking to expand in South Florida.
    2. Regional Impact: This move puts Pembroke Park at the table for regional economic policy. We are using this influence to advocate for our interests and recruit developers who may have previously overlooked our vacant commercial parcels.

- **Operational Excellence:** 4 Months, 7 Major Events
  1. Perhaps the most visible sign of our department's new momentum is our recent event execution. In a remarkably short window, we successfully planned and launched seven major town initiatives with minimal hurdles and maximum efficiency. Most importantly, we achieved unprecedented resident engagement, proving that Pembroke Park is a vibrant destination for both families and vendors. Our flawless execution included:

     Fall Fest | Health Fair | Turkey Giveaway | Turkey Pardoning | Christmas Light Ceremony | Toy Giveaway | Christmas Week Tree Lighting Concessions

     These events were not just traditions; they were successful "stress tests" of our operational capacity, broadcasting a clear message to the region: Pembroke Park is active, organized, and ready for big business.

FY 2026 STRATEGIC GOALS

Goal Initiative	Strategy & Team Action	FY 2026 Target
Project "Fast-Track"	Partner with Building & Permitting to identify the top 10 vacant assets and prioritize their files.	Reduce "Lease-to-Open" time by 20%.
Nutex Critical Path	Bi-Weekly syncs with the Town Manager, Building Dept, and Nutex Developers to ensure zero internal delays.	Foundation poured by Q4 2026.
Small Biz "Playbook"	Finalize a 2-page guide that removes permit "surprises" for new owners.	Launch "Open for Business" kit by Q2.
Chamber Recruitment	Leverage the Board seat to pitch Pembroke Park to at least 5 major regional developers.	Secure 2 Letters of Intent (LOI) for vacant sites.
Workforce Pipeline	Organize a Local Job Fair to connect residents with Industrial Park employers.	Increase local hire rates within the industrial corridor.
Traditional Events Excellence	Increase lead times and unify planning with PPPD, Finance, and Permitting to eliminate last-minute friction.	Execute faster turnaround times and ensure 100% of events remain on or under budget.
Business Relations Series	Host quarterly networking mixers to facilitate local business partnerships and deliver direct Town briefings/updates.	Minimum of 1 event per quarter with high stakeholder attendance.

Closing Assessment: The right team is now in place. With the Town Manager's leadership, the Applicant Advocate's hands-on support, and a streamlined relationship with Building and Permitting, we are positioned to close deals faster.

As your dedicated Business Relations Manager, our commitment is to maximize potential and build a prosperous future.

We encourage everyone to bring their vision to Pembroke Park, "the small town that means big business." We are ready to serve all of your business needs.

Agenda Item Report

Subject:	Consideration of Approval of the Meeting Minutes: February 25, 2026 - Special Commission Meeting March 11, 2026 - Regular Commission Meeting March 13, 2026 - Special Commission Meeting March 20, 2026 - Special Commission Meeting March 25, 2026 - Special Commission Meeting March 31, 2026 - Special Commission Meeting
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 02.25.2026 - Special Commission Meeting
2. 03.11.2026 - Regular Commission Meeting
3. 03.13.2026 - Special Commission Meeting
4. 03.20.2026- Special Commission Meeting
5. 03.25.2026- Special Commission Meeting
6. 03.31.2026- Emergency Commission Meeting

REGULAR COMMISSION MEETING

7:00 PM – Wednesday March 11, 2026
Commission Chambers

The **REGULAR COMMISSION MEETING** of the Town of Pembroke Park was called to order on Wednesday, March 11, 2026, at 7:00 PM, in the Commission Chambers, with the following members present:

PRESENT:

ABSENT: Mayor Jacobs, Vice Mayor Kashem, Commissioner Mohammed, Clerk Commissioner Hodgkins, Acting Clerk Commissioner Morrissette

The meeting was called to order at 7:00 PM by the Town Attorney, who noted that no members of the Town Commission were present. **No Quorum.**

1 CALL TO ORDER

Town Attorney called the meeting to order at 7:00pm

2 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3 ROLL CALL

The meeting was called to order at 7:00 pm by Town Attorney Horowitz Present at the meeting were Cynthia Garcia-Lima, Town Clerk and David Lynch, Town Manager.

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

5 PRESENTATIONS / PROCLAMATIONS

5.1 Report from the Fire Department - Chief Kane
5.2 Police Department Monthly Report - Chief DeCoursey
5.3 National Athletic Training Proclamation
5.4 Colorectal Cancer Awareness Proclamation
5.5 Procurement Month Proclamation

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS/ GOOD & WELFARE

7 APPLICATIONS/PUBLIC HEARINGS

7.1 Consideration and approval of Special Permit Application - Town Planner Consultant Von der Meulen - (REVISED ATTACHMENTS)
File No.: 25-P-01
Applicant: Home Depot USA Inc.
Address: North of W. Hallandale Beach Blvd., west of SW 31st Ave and east of Bryan Road
Request: The applicant is requesting special permit approval as required by Section 28-187.01 of the Town's Code of Ordinances in order to permit outdoor storage in a B-1 and M-1 zoning district.
RESOLUTION NO: 2026-016 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING SPECIAL PERMIT APPLICATION 25-P-01 TO ALLOW "OUTDOOR DISPLAY, SALE, 39 - 66 Regular Commission Meeting March 11, 2026 AND STORAGE OF GOODS, PRODUCTS AND EQUIPMENT ON THE PROPERTY" FOR THE PROPERTY LOCATED ON THE NORTHWEST CORNER OF HALLANDALE BEACH BOULVARD AND JOHN P LYONS/SOUTHWEST 31 AVENUE, PEMBROKE PARK, FL/ HOME DEPOT RETAIL DEVELOPMENT SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

7.2 Consideration and approval of Parking Reduction Application - Town Planner Consultant Von der Meulen - (REVISED ATTACHMENTS)
File No.: 25-PR-01
Applicant: Home Depot USA Inc.
Address: North of W. Hallandale Beach Blvd., west of SW 31st Ave and east of Bryan Road
Request: The applicant is requesting a parking reduction approval to reduce parking from 399 parking spaces to 283 parking spaces to

redevelop the site into a 107,874 square foot Home Depot store with a 28,167 square foot garden center.

RESOLUTION NO: 2026-017 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING PARKING REDUCTION APPLICATION 25-PR-01 FOR THE PROPERTY LOCATED ON THE NORTHWEST CORNER OF HALLANDALE BEACH BOULVARD AND JOHN P LYONS/SOUTHWEST 31 AVENUE, PEMBROKE PARK, FL/ HOME DEPOT RETAIL DEVELOPMENT SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

7.3 Consideration and approval of Site Plan Application - Town Planner Consultant Von der Meulen - (REVISED ATTACHMENTS)
File No.: 25-SP-02
Applicant: Home Depot USA Inc.
Address: North of W. Hallandale Beach Blvd., west of SW 31st Ave and east of Bryan Road
Request: The applicant is seeking site plan approval for a proposed 107,874-square-foot big box retail development, which includes a 28,167-square-foot garden center.

RESOLUTION NO: 2026-018 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING SITE DEVELOPMENT PLAN FOR APPLICATION 25-SP-02 FOR THE PROPERTY LOCATED ON THE NORTHWEST CORNER OF HALLANDALE BEACH BOULVARD AND JOHN P LYONS/SOUTHWEST 31 AVENUE, PEMBROKE PARK, FL/ HOME DEPOT RETAIL 303 - 325 Regular Commission Meeting March 11, 2026 DEVELOPMENT SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

7 ORDINANCES- SECOND READING

7.1 Certificate of Use Application Ordinance - Sponsored by Building Department Manager Louis

ORDINANCE: 2026-003

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 15 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "LICENSES AND BUSINESS REGULATIONS;" BY SPECIFICALLY AMENDING ARTICLE VIII, ENTITLED "CERTIFICATES OF USE;" AMENDING SEC. 15-175, ENTITLED "CERTIFICATE OF USE REQUIREMENTS;" PROVIDING FOR AN APPLICATION AND APPROVAL PROCESS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

7.2 Consideration and approval of Parking Reduction Application - Town Planner Consultant Von der Meulen - (REVISED ATTACHMENTS)
File No.: 25-PR-01
Applicant: Home Depot USA Inc.
Address: North of W. Hallandale Beach Blvd., west of SW 31st Ave and east of Bryan Road
Request: The applicant is requesting a parking reduction approval to reduce parking from 399 parking spaces to 283 parking spaces to redevelop the site into a 107,874 square foot Home Depot store with a 28,167 square foot garden center.

RESOLUTION NO: 2026-017

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING PARKING REDUCTION APPLICATION 25-PR-01 FOR THE PROPERTY LOCATED ON THE NORTHWEST CORNER OF HALLANDALE BEACH BOULVARD AND JOHN P LYONS/SOUTHWEST 31 AVENUE, PEMBROKE PARK, FL/ HOME DEPOT RETAIL DEVELOPMENT SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

7.3 Consideration and approval of Site Plan Application - Town Planner Consultant Von der Meulen - (REVISED ATTACHMENTS)
File No.: 25-SP-02
Applicant: Home Depot USA Inc.
Address: North of W. Hallandale Beach Blvd., west of SW 31st Ave and east of Bryan Road
Request: The applicant is seeking site plan approval for a proposed 107,874-square-foot big box retail development, which includes a 28,167-square-foot garden center.

RESOLUTION NO: 2026-018

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING SITE DEVELOPMENT PLAN FOR APPLICATION 25-SP-02 FOR THE PROPERTY LOCATED ON THE NORTHWEST CORNER OF HALLANDALE BEACH BOULVARD AND JOHN P LYONS/SOUTHWEST 31 AVENUE, PEMBROKE PARK, FL/ HOME DEPOT RETAIL 303 - 325 Regular Commission Meeting March 11, 2026 DEVELOPMENT SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

7.4 Consideration and approval of a sign variance - Town Planner Consultant Von der Meulen - (REVISED ATTACHMENTS)
File No.: 25-SV-04

Applicant: Home Depot USA Inc.
Address: North of W. Hallandale Beach Blvd., west of SW 31st Ave and east of Bryan Road
Request: The applicant is requesting five (5) variances from the sign code to increase the length, letter height and total number of signs. This application requests a variance from Section 21-20. (c).1.A limiting the letter height, Section 21-20. (c).1. B limiting the length of the sign and Section 21-20(c)(1) limiting the maximum number of signs.

RESOLUTION NO: 2026-019

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING SIGN VARIANCE APPLICATION 25-SV-04 AND GRANTING FIVE (5) SIGN VARIANCES FOR THE PROPERTY LOCATED ON THE NORTHWEST CORNER OF HALLANDALE BEACH BOULVARD AND JOHN P LYONS/SOUTHWEST 31 AVENUE, PEMBROKE PARK, FL/ HOME DEPOT RETAIL DEVELOPMENT SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

8 RESOLUTIONS

8.1 Consideration and Approval of Locally Funded Agreement with FDOT for Additional Design Funding – South Park Road CSLIP Project (Inclusive of SW 25th Street Drainage Design) - Sponsored by Public Services Director Odoms

RESOLUTION NO: 2026-015

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE EXECUTION OF A LOCALLY FUNDED AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE SOUTH PARK ROAD COMPLETE STREETS AND LOCALIZED INITIATIVES PROJECT (CSLIP), INCLUDING THE SW 25TH STREET DRAINAGE DESIGN; PROVIDING FOR THE PAYMENT OF THE TOWN'S SHARE OF DESIGN COSTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

8.2 Consideration and Approval of FDOT Funding Agreement - I-95 Stormwater Pump Station Rehabilitation - Sponsored by Public Services Director Odoms

RESOLUTION NO: 2026-025

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FUNDING AGREEMENT PROVIDING FOUR HUNDRED THOUSAND DOLLARS ($400,000) IN CAPITAL FUNDING FOR THE REHABILITATION OF THE I 95 STORMWATER PUMP STATION; AUTHORIZING THE TOWN

MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

8.3 Consideration and Application for Enhanced Allocation for FY 2026 Rehabilitation & Maintenance (R&M) Projects – MAP Broward Program - Public Services Director Odoms

RESOLUTION NO: 2026-020

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE SUBMISSION OF THE FY 2026 MAP BROWARD FUNDING APPLICATION FOR REHABILITATION AND MAINTENANCE (R&M) PROJECTS; SELECTING THE SMALL MUNICIPALITY WAIVER OPTION TO REQUEST AN ENHANCED ALLOCATION; AUTHORIZING TOWN OFFICIALS TO EXECUTE THE APPLICATION AND TRANSMIT ALL REQUIRED DOCUMENTS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

8.4 Consideration of Resolutions Establishing Administrative Transparency Procedures for Development Review Communications, Revising Impact Fee Administration Procedures, and Establishing a Community Benefit Fund Sponsored by Commissioner Mohammed

RESOLUTION NO: 2026-028

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK ESTABLISHING TRANSPARENCY AND ADMINISTRATIVE PROCEDURES FOR DEVELOPMENT REVIEW COMMUNICATIONS; PROVIDING FOR DEVELOPMENT APPLICANT REGISTRATION, DISCLOSURE OF DEVELOPMENT-RELATED COMMUNICATIONS, CONSULTANT DISCLOSURE REQUIREMENTS, AND COORDINATION OF DEVELOPMENT AGREEMENT NEGOTIATIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION NO: 2026-029

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING A COMMUNITY BENEFIT FUND AND COMMUNITY DEVELOPMENT AGREEMENT FRAMEWORK; PROVIDING A PROCESS FOR DEVELOPMENT REGISTRATION, PRE-APPLICATION REVIEW, COMMUNITY IMPACT ANALYSIS, AND NEGOTIATED COMMUNITY BENEFITS ASSOCIATED WITH DEVELOPMENT APPROVALS; PROVIDING FOR TRANSPARENCY IN DEVELOPMENT REVIEW; PROVIDING FOR ADMINISTRATION AND REPORTING; PROVIDING FOR

SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION NO: 2026-030
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING A FRAMEWORK FOR THE ADMINISTRATION OF IMPACT FEES ASSOCIATED WITH NEW DEVELOPMENT AND REDEVELOPMENT; PROVIDING FOR IMPACT FEE CATEGORIES; PROVIDING FOR APPLICABILITY TO NEW DEVELOPMENT, REDEVELOPMENT, AND CHANGE OF USE; PROVIDING FOR PAYMENT TIMING, CREDITS, AND ACCOUNTING; PROVIDING FOR COMPLIANCE WITH FLORIDA LAW; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

8.5 Consideration and approval of the Amended Town of Pembroke Park Purchasing Policy & Procedures Manual - Sponsored by Commissioner Mohammed and Procurement Administrator Woodbury - (REMOVED)

RESOLUTION NO.: 2026-021
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING THE AMENDED PURCHASING POLICY AND PROCEDURES MANUAL (2026) ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

8.6 Consideration and approval for Award Recommendation – RFQ 26-02 Architectural Services - Sponsored by Procurement Administrator Woodbury

RESOLUTION NO: 2026-022
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE EVALUATION COMMITTEE'S RECOMMENDED RANKING FOR RFQ 26-02 ARCHITECTURAL SERVICES; AUTHORIZING THE TOWN OFFICIALS TO NEGOTIATE AND EXECUTE AGREEMENTS WITH THE TOP-RANKED FIRMS ATTACHED HERETO AS EXHIBIT A THOUGH E; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

8.7 Consideration and approval for Award Recommendation – RFQ 26-02 Civil, Structural and MEP Engineering Services - Sponsored by Procurement Administrator Woodbury

RESOLUTION NO: 2026-026

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 26 02: CIVIL, STRUCTURAL, AND MECHANICAL, ELECTRICAL & PLUMBING (MEP) ENGINEERING SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

8.8 Consideration and approval for Award Recommendation – RFQ 26-02 Architectural and Engineering Services through Continuing Contracts (CCNA) for Project Management - Sponsored by Procurement Administrator Woodbury

RESOLUTION NO: 2026-027

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 26 02: PROJECT MANAGEMENT SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

8.9 Consideration and approval for the purchase of police vehicles from Cocoa Ford Inc. - Sponsored by Chief DeCoursey

RESOLUTION NO: 2026-023

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE PURCHASE OF NEW POLICE VEHICLES FROM COCOA FORD INC. THROUGH A COOPERATIVE PURCHASING AGREEMENT; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

8.10 Consideration and approval for Premier Sponsorship for the Broward League of Cities Annual Gala - Sponsored by Town Clerk Garcia-Lima

RESOLUTION NO: 2026-024

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE TOWN'S PARTICIPATION AS A PREMIER SPONSOR FOR THE BROWARD LEAGUE OF CITIES ANNUAL GALA; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

9 ORDINANCES – SECOND READING

9.1 Consideration to Approve the Capital Improvement Element for Submission to the Department of Commerce - Sponsored by Public Services Director Odoms and Finance Director Davermann

ORDINANCE NO: 2026-005

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING THE TOWN'S COMPREHENSIVE PLAN TO PROVIDE FOR THE 2026 ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING TRANSMITTAL TO THE DEPARTMENT OF COMMERCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

9.2 Consideration of Ordinance, amending Chapter 2 of the Town's Code of Ordinances to establish Town departments and repeal Ordinance No. 18-06-01 - Sponsored by Commissioner Mohammed

ORDINANCE NO: 2026-006

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" AMENDING ARTICLE III, ENTITLED "OFFICERS AND EMPLOYEES;" CREATING SECTION 2-56, TO BE ENTITLED "ESTABLISHMENT OF TOWN DEPARTMENTS;" REPEALING ORDINANCE NO. 18-06-01, ADOPTED JUNE 29, 2018; PROVIDING FOR THE CREATION OF CERTAIN DEPARTMENTS PURSUANT TO SEC. 12 OF THE TOWN CHARTER; ELIMINATING THE ADMINISTRATIVE SERVICES DIRECTOR POSITION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

10 ORDINANCES – FIRST READING

10.1 Consideration of Alcohol License Ordinance Amendment - Sponsored by Town Planner Von der Meulen

ORDINANCE NO: 2026-008

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 3, ENTITLED "ALCOHOLIC BEVERAGES;" AMENDING ARTICLE I ENTITLED "IN GENERAL;" AMENDING SECTION 3-1 DEFINITIONS; AMENDING SECTION 3-2.5 EXTENDED HOURS LICENSE; AMENDING SECTION 3-4 PROXIMITY TO LICENSED BUSINESS; REPEALING AND REPLACING SECTION 3-5 PROXIMITY TO LICENSED BUSINESSES TO CHURCHES, SCHOOLS; AMENDING SECTION 3-6 NOISE RESTRICTION IN ESTABLISHMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

10.2 Consideration and approval to Amend chapter 28 – “Zoning” to establish section 28-339 in order establish clear regulations for residential accessory structures, including defined standards for setbacks and height to ensure consistency - Sponsored by Town Planner Von der Meulen

ORDINANCE NO: 2026-009

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 28–ZONING, ARTICLE IV.–SUPPLEMENTAL REGULATIONS, ADDING DIVISION 5.–ACCESSORY STRUCTURES AND SECTION 28-339 REGULATING ACCESSORY STRUCTURES AND MOVING SECTION 28-340 DOCKS FROM DIVISION 4.- FENCES, WALSS AND HEDGES TO DIVISION 5.-ACCESSORY STRUCTURES; PROVIDING FOR DEFINITIONS AND STANDARDS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

11 OLD BUSINESS

11.1 Updated Vehicle Maintenance Plan- Chief Daniel DeCoursey

12 NEW BUSINESS

12.1 Approval of Minutes

January 14, 2026 - Regular Commission Meeting
February 3, 2026 - Workshop Commission Meeting
February 11, 2026 - Regular Commission Meeting
February 11, 2026 - Special Commission Meeting
February 16, 2026 - Special Commission Meeting
February 20, 2026 - Special Commission Meeting
February 23, 2026 - Special Commission Meeting
February 24, 2026 - Special Commission Meeting

12.2 Consideration and approval of City Fire Quote to bring Town Hall up to code for the fire alarm systems in an amount not to exceed $45,000 - Sponsored by IT Director Pakula

12.3 JP Lyons Lane Drainage Improvements: Construction Observation & Engineering Certification Services (Keith- Addendum #02) - Sponsored by Public Services Director Odoms

12.4 Consideration and approval to Procure 350 kW Emergency Generator and 1200A Automatic Transfer Switch (ATS) - Sponsored by Public Services Director Odoms

12.5 Motion to approve agreement for FPL Electrical Installation at the new Public Works building site by JLM Contractors in an amount not to exceed $40,000; or, in the alternative, finding that it is in the Town's best interests to engage another third party contractor to perform the electrical installation in the event that the Town's professional staff is able to secure a more competitive quote for such services - Sponsored by Public Services Director Odoms - (REVISED ITEM)

13 DISCUSSION

13.1 Consideration and authorization for paving improvements - Future Public Works Lot - Sponsored by Public Services Director Odoms

13.2 Discussion on renovations for the second and third floor of Town Hall - Sponsored by IT Director Pakula

13.3 Discussion and Direction to Prepare and Advance Data Center Regulatory Ordinance for DRC and Planning Review - Sponsored by Commissioner Mohammed

13.4 Hire Updates - Sponsored by Commissioner Mohammed

13.5 Discussion on Agenda Preparation - Sponsored by Commissioner Mohammed

13.6 Discussion and approval to provide funding for a Lightning Lounge for Lake Forest Elementary - Sponsored by Town Manager Lynch

13.7 Termination of Town Manager David Marlborough Lynch - Sponsored by Mayor Jacobs

13.8 Discussion and possible action on hiring an Assistant Town Manager - Sponsored by Mayor Jacobs

14. ATTORNEY REPORTS

15. TOWN MANAGER REPORTS

16. COMMISSIONER REPORTS

12.1 Commissioner Mohammed

Acting Clerk Commissioner Morrissette
Clerk Commissioner Hodgkins
Vice Mayor Kashem
Mayor Jacobs

17. **ANNOUNCEMENTS**

17.1 Special Magistrate Hearing, Wednesday, March 18, 2026, at 9:00 a.m.
Regular Commission Meeting, Wednesday, April 11, 2026, at 7:00 p.m.

SPECIAL EVENTS
Food Giveaway, Saturday, March 21, 2026, at 9:00 a.m.
Egg-Stravaganza, Saturday, March 28, 2026, at 10:00 a.m.

18 ADJOURNMENTS

With no quorum established, meeting ended at 7:04pm.

ATTEST:

_____
Cynthia Garcia-Lima, Town Clerk

Commission approved on:

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (tdd).

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting.

Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

MINUTES
SPECIAL COMMISSION MEETING

1:00 PM - Friday, March 13, 2026
Commission Chambers

The **SPECIAL COMMISSION MEETING** of the Town of Pembroke Park was called to order on Friday, March 13, 2026, at 1:00 PM, in the Commission Chambers, with the following members present:

PRESENT:	Commissioner Ashira Mohammed; Acting Clerk Commissioner Erik Morrissette;; Vice Mayor Musfika Kashem (via phone); and Mayor Geoffrey Jacobs (via phone)
EXCUSED:	Clerk Commissioner Hodgkins

1 CALL TO ORDER

Acting Clerk Commissioner Morrissette called the meeting to order at 1:24 p.m.

2 PLEDGE OF ALLEGIANCE

The pledge of allegiance was cited.

3 ROLL CALL

The meeting was called to order at 1:24 pm by Acting Clerk Commissioner Erik Morrissette. Present were Commissioner Ashira Mohammed; Vice Mayor Musfika Kashem (via phone); and Mayor Geoffrey Jacobs (via phone).

Additional staff in attendance were Cynthia Garcia-Lima, Town Clerk; Town Attorney Jacob Horowitz; and David Lynch, Town Manager.

There was no physical quorum established.

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

5 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

6 PRESENTATIONS

6.1 Police Department Monthly Report - Chief DeCoursey

DRAFT

6.2 National Athletic Training Proclamation

6.3 Colorectal Cancer Awareness Proclamation

6.4 Procurement Month Proclamation

7 RESOLUTIONS

7.1 Consideration and Approval of Locally Funded Agreement with FDOT for Additional Design Funding – South Park Road CSLIP Project (Inclusive of SW 25th Street Drainage Design) - Sponsored by Public Services Director Odoms

RESOLUTION NO: 2026-015

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE EXECUTION OF A LOCALLY FUNDED AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE SOUTH PARK ROAD COMPLETE STREETS AND LOCALIZED INITIATIVES PROJECT (CSLIP), INCLUDING THE SW 25TH STREET DRAINAGE DESIGN; PROVIDING FOR THE PAYMENT OF THE TOWN'S SHARE OF DESIGN COSTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

7.2 Consideration and Approval of FDOT Funding Agreement - I-95 Stormwater Pump Station Rehabilitation - Sponsored by Public Services Director Odoms

RESOLUTION NO: 2026-025

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FUNDING AGREEMENT PROVIDING FOUR HUNDRED THOUSAND DOLLARS ($400,000) IN CAPITAL FUNDING FOR THE REHABILITATION OF THE I 95 STORMWATER PUMP STATION; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff recommend that the Town Commission approve the FDOT funding agreement providing $400,000 toward the capital improvement rehabilitation of the 1-95 Stormwater Pump Station and authorize the Town Manager to execute the agreement.

7.3 Consideration and Application for Enhanced Allocation for FY 2026 Rehabilitation & Maintenance (R&M) Projects – MAP Broward Program - Public Services Director Odoms

RESOLUTION NO: 2026-020

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE SUBMISSION OF THE FY 2026 MAP BROWARD FUNDING APPLICATION FOR REHABILITATION AND MAINTENANCE (R&M) PROJECTS; SELECTING THE SMALL MUNICIPALITY WAIVER OPTION TO REQUEST AN ENHANCED ALLOCATION; AUTHORIZING TOWN OFFICIALS TO EXECUTE THE APPLICATION AND TRANSMIT ALL REQUIRED DOCUMENTS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

7.4 Consideration of Resolutions Establishing Administrative Transparency Procedures for Development Review Communications, Revising Impact Fee Administration Procedures, and Establishing a Community Benefit Fund Sponsored by Commissioner Mohammed

RESOLUTION NO: 2026-028
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK ESTABLISHING TRANSPARENCY AND ADMINISTRATIVE PROCEDURES FOR DEVELOPMENT REVIEW COMMUNICATIONS; PROVIDING FOR DEVELOPMENT APPLICANT REGISTRATION, DISCLOSURE OF DEVELOPMENT-RELATED COMMUNICATIONS, CONSULTANT DISCLOSURE REQUIREMENTS, AND COORDINATION OF DEVELOPMENT AGREEMENT NEGOTIATIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION NO: 2026-029
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING A COMMUNITY BENEFIT FUND AND COMMUNITY DEVELOPMENT AGREEMENT FRAMEWORK; PROVIDING A PROCESS FOR DEVELOPMENT REGISTRATION, PRE-APPLICATION REVIEW, COMMUNITY IMPACT ANALYSIS, AND NEGOTIATED COMMUNITY BENEFITS ASSOCIATED WITH DEVELOPMENT APPROVALS; PROVIDING FOR TRANSPARENCY IN DEVELOPMENT REVIEW; PROVIDING FOR ADMINISTRATION AND REPORTING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION NO: 2026-030
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING A FRAMEWORK FOR THE ADMINISTRATION OF IMPACT FEES ASSOCIATED WITH NEW DEVELOPMENT AND REDEVELOPMENT; PROVIDING FOR IMPACT FEE CATEGORIES; PROVIDING FOR APPLICABILITY TO NEW DEVELOPMENT, REDEVELOPMENT, AND CHANGE OF USE; PROVIDING FOR PAYMENT TIMING, CREDITS, AND ACCOUNTING; PROVIDING FOR COMPLIANCE WITH FLORIDA LAW; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

7.5 Consideration and approval for Award Recommendation – RFQ 26-02 Architectural Services - Sponsored by Procurement Administrator Woodbury
RESOLUTION NO: 2026-022
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE EVALUATION COMMITTEE'S RECOMMENDED RANKING FOR RFQ 26-02 ARCHITECTURAL SERVICES; AUTHORIZING THE TOWN OFFICIALS TO

NEGOTIATE AND EXECUTE AGREEMENTS WITH THE TOP-RANKED FIRMS ATTACHED HERETO AS EXHIBIT A THOUGH E; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

7.6 Consideration and approval for Award Recommendation – RFQ 26-02 Civil, Structural and MEP Engineering Services - Sponsored by Procurement Administrator Woodbury

RESOLUTION NO: 2026-026

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 26 02: CIVIL, STRUCTURAL, AND MECHANICAL, ELECTRICAL & PLUMBING (MEP) ENGINEERING SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

7.7 Consideration and approval for Award Recommendation – RFQ 26-02 Architectural and Engineering Services through Continuing Contracts (CCNA) for Project Management - Sponsored by Procurement Administrator Woodbury

RESOLUTION NO: 2026-027

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 26 02: PROJECT MANAGEMENT SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

7.8 Consideration and approval for the purchase of police vehicles from Cocoa Ford Inc. - Sponsored by Chief DeCoursey

RESOLUTION NO: 2026-023

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE PURCHASE OF NEW POLICE VEHICLES FROM COCOA FORD INC. THROUGH A COOPERATIVE PURCHASING AGREEMENT; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

7.9 Consideration and approval for Premier Sponsorship for the Broward League of Cities Annual Gala - Sponsored by Town Clerk Garcia-Lima

RESOLUTION NO: 2026-024

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE TOWN'S PARTICIPATION AS A PREMIER SPONSOR FOR THE BROWARD LEAGUE OF CITIES ANNUAL GALA; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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8 ORDINANCES - FIRST READING

8.1 Consideration of Alcohol License Ordinance Amendment - Sponsored by Town Planner Von der Meulen

ORDINANCE NO: 2026-008

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 3, ENTITLED "ALCOHOLIC BEVERAGES;" AMENDING ARTICLE I ENTITLED "IN GENERAL;" AMENDING SECTION 3-1 DEFINITIONS; AMENDING SECTION 3-2.5 EXTENDED HOURS LICENSE; AMENDING SECTION 3-4 PROXIMITY TO LICENSED BUSINESS; REPEALING AND REPLACING SECTION 3-5 PROXIMITY TO LICENSED BUSINESSES TO CHURCHES, SCHOOLS; AMENDING SECTION 3-6 NOISE RESTRICTION IN ESTABLISHMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

9 OLD BUSINESS

9.1 Updated Vehicle Maintenance Plan- Chief Daniel DeCoursey

10 NEW BUSINESS

10.1 Approval of Minutes

January 14, 2026 - Regular Commission Meeting
February 3, 2026 - Workshop Commission Meeting
February 11, 2026 - Regular Commission Meeting
February 11, 2026 - Special Commission Meeting
February 16, 2026 - Special Commission Meeting
February 20, 2026 - Special Commission Meeting
February 23, 2026 - Special Commission Meeting
February 24, 2026 - Special Commission Meeting

10.2 Consideration and approval of City Fire Quote to bring Town Hall up to code for the fire alarm systems in an amount not to exceed $45,000 - Sponsored by IT Director Pakula

10.3 JP Lyons Lane Drainage Improvements: Construction Observation & Engineering Certification Services (Keith- Addendum #02) - Sponsored by Public Services Director Odoms

10.4 Consideration and approval to Procure 350 kW Emergency Generator and 1200A Automatic Transfer Switch (ATS) - Sponsored by Public Services Director Odoms

Staff recommend that the Town Commission authorize procurement of a 350 kW standby generator and 1200-amp Automatic Transfer Switch (ATS) under Florida Sheriff's Association Contract No. FSA23-EQU21.1 and

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authorize the Town Manager to execute associated purchase documents consistent with FDEM Hazard Mitigation Grant Program requirements

Staff recommend that the Town Commission authorize procurement of a 350 kW standby generator and 1200-amp Automatic Transfer Switch (ATS) under Florida Sheriff's Association Contract No. FSA23-EQU21.1 and authorize the Town Manager to execute associated purchase documents consistent with FDEM Hazard Mitigation Grant Program requirements

10.5 Motion to approve agreement for FPL Electrical Installation at the new Public Works building site by JLM Contractors in an amount not to exceed $40,000; or, in the alternative, finding that it is in the Town's best interests to engage another third party contractor to perform the electrical installation in the event that the Town's professional staff is able to secure a more competitive quote for such services - Sponsored by Public Services Director Odoms

11 DISCUSSION

11.1 Consideration and authorization for paving improvements - Future Public Works Lot - Sponsored by Public Services Director Odoms

Staff is requesting authorization for paving and surface improvements to a portion of the Town-owned approximately two-acre lot located at 2701 Commerce Center Way, which is shared operationally with Westwind.

11.2 Discussion on renovations for the second and third floor of Town Hall - Sponsored by IT Director Pakula

11.3 Discussion and Direction to Prepare and Advance Data Center Regulatory Ordinance for DRC and Planning Review - Sponsored by Commissioner Mohammed

11.4 Hire Updates - Sponsored by Commissioner Mohammed

11.5 Discussion on Agenda Preparation - Sponsored by Commissioner Mohammed

11.6 Discussion and approval to provide funding for a Lightning Lounge for Lake Forest Elementary - Sponsored by Town Manager Lynch

11.7 Termination of Town Manager David Marlborough Lynch - Sponsored by Mayor Jacobs

11.8 Discussion and possible action on hiring an Assistant Town Manager - Sponsored by Mayor Jacobs

11.9 Motion to authorize the Town Attorney's Office to engage Special Counsel to file an action for declaratory relief seeking to determine whether Mayor Geoffrey Jacobs has forfeited his office due to lack of residency in the town - Sponsored by Clerk Commissioner Hodgkins **(ADDED)**

12 ATTORNEY COMMENTS

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13 TOWN MANAGER COMMENTS

14 COMMISSIONER COMMENTS

Mayor Mohammed raised a concern of rescheduling this meeting. Mayor Jacobs advised that he would be available next Friday, March 20, 2026 at 1:00 p.m. it was the consensus of the Commission to hold the meeting Friday, March 20, 2026 at 1:00 p.m.

15 ANNOUNCEMENTS

15.1 Special Magistrate Hearing, Wednesday, March 18, 2026 at 9:00 a.m.
Special Commission Meeting, Wednesday, March 25, 2026 at 5:30 p.m.

SPECIAL EVENTS

Food Giveaway, Saturday, March 21, 2026 at 9:00 a.m.
Egg-Stravaganza, Saturday, March 28, 2026 at 10:00 a.m.

16 ADJOURNMENT

With no quorum present and no business able to be conducted, Acting Clerk Commissioner Morrissette adjourned the meeting at 1:33 PM.

ATTEST:

Cynthia Garcia-Lima, Town Clerk
Commission approved on:

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.
Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD)
DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

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MINUTES
SPECIAL COMMISSION MEETING

1:00 PM - Friday, March 13, 2026
Commission Chambers

The **SPECIAL COMMISSION MEETING** of the Town of Pembroke Park was called to order on Friday, March 13, 2026, at 1:00 PM, in the Commission Chambers, with the following members present:

PRESENT:	Commissioner Ashira Mohammed; Acting Clerk Commissioner Erik Morrissette;; Vice Mayor Musfika Kashem (via phone); and Mayor Geoffrey Jacobs (via phone)
EXCUSED:	Clerk Commissioner Hodgkins

1 CALL TO ORDER

Acting Clerk Commissioner Morrissette called the meeting to order at 1:24 p.m.

2 PLEDGE OF ALLEGIANCE

The pledge of allegiance was cited.

3 ROLL CALL

The meeting was called to order at 1:24 pm by Acting Clerk Commissioner Erik Morrissette. Present were Commissioner Ashira Mohammed; Vice Mayor Musfika Kashem (via phone); and Mayor Geoffrey Jacobs (via phone).

Additional staff in attendance were Cynthia Garcia-Lima, Town Clerk; Town Attorney Jacob Horowitz; and David Lynch, Town Manager.

There was no physical quorum established.

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

5 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

6 PRESENTATIONS

6.1 Police Department Monthly Report - Chief DeCoursey

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6.2 National Athletic Training Proclamation

6.3 Colorectal Cancer Awareness Proclamation

6.4 Procurement Month Proclamation

7 RESOLUTIONS

7.1 Consideration and Approval of Locally Funded Agreement with FDOT for Additional Design Funding – South Park Road CSLIP Project (Inclusive of SW 25th Street Drainage Design) - Sponsored by Public Services Director Odoms

RESOLUTION NO: 2026-015

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE EXECUTION OF A LOCALLY FUNDED AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE SOUTH PARK ROAD COMPLETE STREETS AND LOCALIZED INITIATIVES PROJECT (CSLIP), INCLUDING THE SW 25TH STREET DRAINAGE DESIGN; PROVIDING FOR THE PAYMENT OF THE TOWN'S SHARE OF DESIGN COSTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

7.2 Consideration and Approval of FDOT Funding Agreement - I-95 Stormwater Pump Station Rehabilitation - Sponsored by Public Services Director Odoms

RESOLUTION NO: 2026-025

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FUNDING AGREEMENT PROVIDING FOUR HUNDRED THOUSAND DOLLARS ($400,000) IN CAPITAL FUNDING FOR THE REHABILITATION OF THE I 95 STORMWATER PUMP STATION; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff recommend that the Town Commission approve the FDOT funding agreement providing $400,000 toward the capital improvement rehabilitation of the 1-95 Stormwater Pump Station and authorize the Town Manager to execute the agreement.

7.3 Consideration and Application for Enhanced Allocation for FY 2026 Rehabilitation & Maintenance (R&M) Projects – MAP Broward Program - Public Services Director Odoms

RESOLUTION NO: 2026-020

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE SUBMISSION OF THE FY 2026 MAP BROWARD FUNDING APPLICATION FOR REHABILITATION AND MAINTENANCE (R&M) PROJECTS; SELECTING THE SMALL MUNICIPALITY WAIVER OPTION TO REQUEST AN ENHANCED ALLOCATION; AUTHORIZING TOWN OFFICIALS TO EXECUTE THE APPLICATION AND TRANSMIT ALL REQUIRED DOCUMENTS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

7.4 Consideration of Resolutions Establishing Administrative Transparency Procedures for Development Review Communications, Revising Impact Fee Administration Procedures, and Establishing a Community Benefit Fund Sponsored by Commissioner Mohammed

RESOLUTION NO: 2026-028
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK ESTABLISHING TRANSPARENCY AND ADMINISTRATIVE PROCEDURES FOR DEVELOPMENT REVIEW COMMUNICATIONS; PROVIDING FOR DEVELOPMENT APPLICANT REGISTRATION, DISCLOSURE OF DEVELOPMENT-RELATED COMMUNICATIONS, CONSULTANT DISCLOSURE REQUIREMENTS, AND COORDINATION OF DEVELOPMENT AGREEMENT NEGOTIATIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION NO: 2026-029
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING A COMMUNITY BENEFIT FUND AND COMMUNITY DEVELOPMENT AGREEMENT FRAMEWORK; PROVIDING A PROCESS FOR DEVELOPMENT REGISTRATION, PRE-APPLICATION REVIEW, COMMUNITY IMPACT ANALYSIS, AND NEGOTIATED COMMUNITY BENEFITS ASSOCIATED WITH DEVELOPMENT APPROVALS; PROVIDING FOR TRANSPARENCY IN DEVELOPMENT REVIEW; PROVIDING FOR ADMINISTRATION AND REPORTING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION NO: 2026-030
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING A FRAMEWORK FOR THE ADMINISTRATION OF IMPACT FEES ASSOCIATED WITH NEW DEVELOPMENT AND REDEVELOPMENT; PROVIDING FOR IMPACT FEE CATEGORIES; PROVIDING FOR APPLICABILITY TO NEW DEVELOPMENT, REDEVELOPMENT, AND CHANGE OF USE; PROVIDING FOR PAYMENT TIMING, CREDITS, AND ACCOUNTING; PROVIDING FOR COMPLIANCE WITH FLORIDA LAW; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

7.5 Consideration and approval for Award Recommendation – RFQ 26-02 Architectural Services - Sponsored by Procurement Administrator Woodbury
RESOLUTION NO: 2026-022
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE EVALUATION COMMITTEE'S RECOMMENDED RANKING FOR RFQ 26-02 ARCHITECTURAL SERVICES; AUTHORIZING THE TOWN OFFICIALS TO

NEGOTIATE AND EXECUTE AGREEMENTS WITH THE TOP-RANKED FIRMS ATTACHED HERETO AS EXHIBIT A THOUGH E; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

7.6 Consideration and approval for Award Recommendation – RFQ 26-02 Civil, Structural and MEP Engineering Services - Sponsored by Procurement Administrator Woodbury

RESOLUTION NO: 2026-026

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 26 02: CIVIL, STRUCTURAL, AND MECHANICAL, ELECTRICAL & PLUMBING (MEP) ENGINEERING SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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RESOLUTION NO: 2026-027

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 26 02: PROJECT MANAGEMENT SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

7.8 Consideration and approval for the purchase of police vehicles from Cocoa Ford Inc. - Sponsored by Chief DeCoursey

RESOLUTION NO: 2026-023

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE PURCHASE OF NEW POLICE VEHICLES FROM COCOA FORD INC. THROUGH A COOPERATIVE PURCHASING AGREEMENT; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

7.9 Consideration and approval for Premier Sponsorship for the Broward League of Cities Annual Gala - Sponsored by Town Clerk Garcia-Lima

RESOLUTION NO: 2026-024

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE TOWN'S PARTICIPATION AS A PREMIER SPONSOR FOR THE BROWARD LEAGUE OF CITIES ANNUAL GALA; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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8 ORDINANCES - FIRST READING

8.1 Consideration of Alcohol License Ordinance Amendment - Sponsored by Town Planner Von der Meulen

ORDINANCE NO: 2026-008

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 3, ENTITLED "ALCOHOLIC BEVERAGES;" AMENDING ARTICLE I ENTITLED "IN GENERAL;" AMENDING SECTION 3-1 DEFINITIONS; AMENDING SECTION 3-2.5 EXTENDED HOURS LICENSE; AMENDING SECTION 3-4 PROXIMITY TO LICENSED BUSINESS; REPEALING AND REPLACING SECTION 3-5 PROXIMITY TO LICENSED BUSINESSES TO CHURCHES, SCHOOLS; AMENDING SECTION 3-6 NOISE RESTRICTION IN ESTABLISHMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

9 OLD BUSINESS

9.1 Updated Vehicle Maintenance Plan- Chief Daniel DeCoursey

10 NEW BUSINESS

10.1 Approval of Minutes

January 14, 2026 - Regular Commission Meeting
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February 11, 2026 - Regular Commission Meeting
February 11, 2026 - Special Commission Meeting
February 16, 2026 - Special Commission Meeting
February 20, 2026 - Special Commission Meeting
February 23, 2026 - Special Commission Meeting
February 24, 2026 - Special Commission Meeting

10.2 Consideration and approval of City Fire Quote to bring Town Hall up to code for the fire alarm systems in an amount not to exceed $45,000 - Sponsored by IT Director Pakula

10.3 JP Lyons Lane Drainage Improvements: Construction Observation & Engineering Certification Services (Keith- Addendum #02) - Sponsored by Public Services Director Odoms

10.4 Consideration and approval to Procure 350 kW Emergency Generator and 1200A Automatic Transfer Switch (ATS) - Sponsored by Public Services Director Odoms

Staff recommend that the Town Commission authorize procurement of a 350 kW standby generator and 1200-amp Automatic Transfer Switch (ATS) under Florida Sheriff's Association Contract No. FSA23-EQU21.1 and

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authorize the Town Manager to execute associated purchase documents consistent with FDEM Hazard Mitigation Grant Program requirements

Staff recommend that the Town Commission authorize procurement of a 350 kW standby generator and 1200-amp Automatic Transfer Switch (ATS) under Florida Sheriff's Association Contract No. FSA23-EQU21.1 and authorize the Town Manager to execute associated purchase documents consistent with FDEM Hazard Mitigation Grant Program requirements

10.5 Motion to approve agreement for FPL Electrical Installation at the new Public Works building site by JLM Contractors in an amount not to exceed $40,000; or, in the alternative, finding that it is in the Town's best interests to engage another third party contractor to perform the electrical installation in the event that the Town's professional staff is able to secure a more competitive quote for such services - Sponsored by Public Services Director Odoms

11 DISCUSSION

11.1 Consideration and authorization for paving improvements - Future Public Works Lot - Sponsored by Public Services Director Odoms

Staff is requesting authorization for paving and surface improvements to a portion of the Town-owned approximately two-acre lot located at 2701 Commerce Center Way, which is shared operationally with Westwind.

11.2 Discussion on renovations for the second and third floor of Town Hall - Sponsored by IT Director Pakula

11.3 Discussion and Direction to Prepare and Advance Data Center Regulatory Ordinance for DRC and Planning Review - Sponsored by Commissioner Mohammed

11.4 Hire Updates - Sponsored by Commissioner Mohammed

11.5 Discussion on Agenda Preparation - Sponsored by Commissioner Mohammed

11.6 Discussion and approval to provide funding for a Lightning Lounge for Lake Forest Elementary - Sponsored by Town Manager Lynch

11.7 Termination of Town Manager David Marlborough Lynch - Sponsored by Mayor Jacobs

11.8 Discussion and possible action on hiring an Assistant Town Manager - Sponsored by Mayor Jacobs

11.9 Motion to authorize the Town Attorney's Office to engage Special Counsel to file an action for declaratory relief seeking to determine whether Mayor Geoffrey Jacobs has forfeited his office due to lack of residency in the town - Sponsored by Clerk Commissioner Hodgkins **(ADDED)**

12 ATTORNEY COMMENTS

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13 TOWN MANAGER COMMENTS

14 COMMISSIONER COMMENTS

Mayor Mohammed raised a concern of rescheduling this meeting. Mayor Jacobs advised that he would be available next Friday, March 20, 2026 at 1:00 p.m. it was the consensus of the Commission to hold the meeting Friday, March 20, 2026 at 1:00 p.m.

15 ANNOUNCEMENTS

15.1 Special Magistrate Hearing, Wednesday, March 18, 2026 at 9:00 a.m.
Special Commission Meeting, Wednesday, March 25, 2026 at 5:30 p.m.

SPECIAL EVENTS

Food Giveaway, Saturday, March 21, 2026 at 9:00 a.m.
Egg-Stravaganza, Saturday, March 28, 2026 at 10:00 a.m.

16 ADJOURNMENT

With no quorum present and no business able to be conducted, Acting Clerk Commissioner Morrissette adjourned the meeting at 1:33 PM.

ATTEST:

Cynthia Garcia-Lima, Town Clerk
Commission approved on:

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.
Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD)
DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

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MINUTES SPECIAL COMMISSION MEETING

1:00 PM - Friday, March 20, 2026
Commission Chambers

The SPECIAL COMMISSION MEETING of the Town of Pembroke Park was called to order on Friday, March 20, 2026, at 1:00 PM, in the Commission Chambers, with the following members present:

PRESENT: Commissioner Ashira Mohammed; Acting Clerk Commissioner Erik Morrissette; Clerk Commissioner Bill Hodgkins and Mayor Geoffrey Jacobs (via phone)

EXCUSED: Vice Mayor Musfika Kashem

1 CALL TO ORDER

Mayor Jacobs called the meeting to order at 1:03pm.

2 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3 ROLL CALL

The meeting was called to order at 1:03 pm by Mayor Jacobs. Present at the meeting were Commissioner Ashira Mohammed; Acting Clerk Commissioner Erik Morrissette; Clerk Commissioner Bill Hodgkins and Mayor Geoffrey Jacobs (via phone).

Additional staff in attendance were Sam Gordon, Town Attorney; Cynthia Garcia-Lima, Town Clerk; and David Lynch, Town Manager

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4 DELETIONS OR WITHDRAWALS TO THE AGENDA

Town Manager Lynch requested to move item 9.1 to the front of the agenda since Mark Pakula was calling in remotely. Acting Clerk Commissioner Morrissette requested to table item 10.11 until next Wednesday meeting. Mayor Jacobs, participating remotely, requested to pass the gavel to Commissioner Mohammed to chair the meeting due to the difficulty of conducting the meeting remotely without the physical gavel.

ACTION: Commissioner Hodgkins moved to adopt the agenda as amended. Commissioner Morrissette seconded the motion, and it passed unanimously.

ACTION: Commissioner Morrissette moved to pass the gavel to Commissioner Mohammed. Commissioner Hodgkins seconded the motion passed unanimously.

5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

There were no public comments.

6 PRESENTATION

6.1 Police Department Monthly Report - Chief DeCoursey

Chief DeCoursey presented the monthly police report covering calls for service from January 21 to February 16, 2026. The department handled 35 traffic incidents (21 minor accidents), 46 alarm calls (40 intrusion alarms, 3 hold-up silent alarms), 403 general incidents, 818 police assist calls, 6 arrests (4 felony, 2 misdemeanor), 92 citations, 14 warnings, and 1,512 total calls.

Chief DeCoursey highlighted administrative activities including community outreach at the Stoneman Douglas remembrance breakfast, training initiatives with Captain Prichard attending the Southern Police Institute's command officer’s development course, and Axon body camera training sessions. The department continued rebranding efforts with vehicle re-stripping and has a new officer starting Monday, which will bring the department to full complement.

7 RESOLUTIONS

7.1 Consideration and approval for the purchase of police vehicles from Cocoa Ford Inc. - Sponsored by Chief DeCoursey

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RESOLUTION NO: 2026-023
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE PURCHASE OF NEW POLICE VEHICLES FROM COCOA FORD INC. THROUGH A COOPERATIVE PURCHASING AGREEMENT; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Chief DeCoursey explained this purchase is part of the capital improvement plan to phase in 5 vehicles per fiscal year to maintain a current fleet. The vehicles will include maintenance plans covering service every 7,500 miles with all parts except tires, performed at Ford dealerships.

ACTION: Acting Clerk Commissioner Morrissette moved to approve Resolution 2026-023. Mayor Jacobs seconded and the motion passed by unanimous vote.

7.2 Consideration and approval for Award Recommendation – RFQ 25-02 Architectural Services - Sponsored by Procurement Administrator Woodbury (CORRECTED) **RESOLUTION NO: 2026-022**
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE EVALUATION COMMITTEE'S RECOMMENDED RANKING FOR RFQ 26-02 ARCHITECTURAL SERVICES; AUTHORIZING THE TOWN OFFICIALS TO NEGOTIATE AND EXECUTE AGREEMENTS WITH THE TOP-RANKED FIRMS ATTACHED HERETO AS EXHIBIT A THOUGH E; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Procurement Administrator Stephanie Woodbury presented the evaluation committee's recommended ranking for the top 5 architectural services firms for the CCNA (Consultant's Competitive Negotiation Act) list.

ACTION: Acting Clerk Commissioner Morrissette moved to approve Resolution 2026-022. Clerk Commissioner Hodgkins seconded and passed unanimous vote.

7.3 Consideration and approval for Award Recommendation – RFQ 25-02 Civil, Structural and MEP Engineering Services - Sponsored by 436 - 1285 Procurement Administrator Woodbury
RESOLUTION NO: 2026-026
A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 25 02: CIVIL, STRUCTURAL, AND MECHANICAL, ELECTRICAL & PLUMBING

(MEP) ENGINEERING SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Procurement Administrator Woodbury presented the recommended ranking of the top 6 firms for civil, structural, and mechanical, electrical, and plumbing engineering services.

ACTION: Acting Clerk Commissioner Morrissette moved to approve Resolution 2026-026. Clerk Commissioner Hodgkins seconded and passed by unanimous vote.

7.4 Consideration and approval for Award Recommendation – RFQ 25-02 Architectural and Engineering Services through Continuing Contracts (CCNA) for Project Management - Sponsored by Procurement Administrator Woodbury (CORRECTED)

RESOLUTION NO: 2026-027

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 26 02: PROJECT MANAGEMENT SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Procurement Administrator Woodbury presented the recommended ranking of the top 5 firms for project management services. Town Manager Lynch commended Woodbury and consultant Donna Rockfeld for their extensive work in reestablishing the CCNA list, noting this had been long overdue and required numerous evaluation meetings.

ACTION: Acting Clerk Commissioner Morrissette moved to approve Resolution 2026-027. Clerk Commissioner Hodgkins seconded and passed by unanimous vote.

7.5 Consideration of Resolutions Establishing Administrative Transparency Procedures for Development Review Communications, Revising Impact Fee Administration Procedures, and Establishing a Community Benefit Fund Sponsored by Commissioner Mohammed

RESOLUTION NO: 2026-028

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK ESTABLISHING TRANSPARENCY AND ADMINISTRATIVE PROCEDURES FOR DEVELOPMENT REVIEW COMMUNICATIONS; PROVIDING FOR DEVELOPMENT APPLICANT REGISTRATION, DISCLOSURE OF DEVELOPMENT-RELATED

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COMMUNICATIONS, CONSULTANT DISCLOSURE REQUIREMENTS, AND COORDINATION OF DEVELOPMENT AGREEMENT NEGOTIATIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION NO: 2026-029
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING A COMMUNITY BENEFIT FUND AND COMMUNITY DEVELOPMENT AGREEMENT FRAMEWORK; PROVIDING A PROCESS FOR DEVELOPMENT REGISTRATION, PRE-APPLICATION REVIEW, COMMUNITY IMPACT ANALYSIS, AND NEGOTIATED COMMUNITY BENEFITS ASSOCIATED WITH DEVELOPMENT APPROVALS; PROVIDING FOR TRANSPARENCY IN DEVELOPMENT REVIEW; PROVIDING FOR ADMINISTRATION AND REPORTING; PROVIDING FOR 1998 - 2037 SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION NO: 2026-030
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING A FRAMEWORK FOR THE ADMINISTRATION OF IMPACT FEES ASSOCIATED WITH NEW DEVELOPMENT AND REDEVELOPMENT; PROVIDING FOR IMPACT FEE CATEGORIES; PROVIDING FOR APPLICABILITY TO NEW DEVELOPMENT, REDEVELOPMENT, AND CHANGE OF USE; PROVIDING FOR PAYMENT TIMING, CREDITS, AND ACCOUNTING; PROVIDING FOR COMPLIANCE WITH FLORIDA LAW; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Gordon clarified these three resolutions are prospective in nature and would not affect developments currently in the pipeline. Tracy Lautenschleger, representing Home Depot, spoke during public comment objecting to any retroactive application to projects already under review, noting her client has been following existing rules and responding to staff analysis.

Commissioner Mohammed emphasized these measures are designed to provide transparency and oversight for future development projects.

ACTION: Acting Clerk Commissioner Morrissette moved to approve Resolution 2026-028. Clerk Commissioner Hodgkins seconded the motion passed by unanimous vote.

ACTION: Acting Clerk Commissioner Morrissette moved to approve Resolution 2026-029. Clerk Commissioner Hodgkins seconded the motion passed by unanimous vote.

ACTION: Acting Clerk Commissioner Morrissette moved to approve Resolution 2026-030. Clerk Commissioner Hodgkins seconded the motion passed by unanimous vote.

7.6 Consideration and Application for Enhanced Allocation for FY 2026 Rehabilitation & Maintenance (R&M) Projects – MAP Broward Program - Public Services Director Odoms

RESOLUTION NO: 2026-020

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE SUBMISSION OF THE FY 2026 MAP BROWARD FUNDING APPLICATION FOR REHABILITATION AND MAINTENANCE (R&M) PROJECTS; SELECTING THE SMALL MUNICIPALITY WAIVER OPTION TO REQUEST AN ENHANCED ALLOCATION; AUTHORIZING TOWN OFFICIALS TO EXECUTE THE APPLICATION AND TRANSMIT ALL REQUIRED DOCUMENTS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Services Director Odoms explained this application seeks both the original $70,000 grant award and an additional $30,000 enhancement, requiring commission approval to submit the enhanced application.

ACTION: Acting Clerk Commissioner Morrissette moved to approve Resolution 2026-020. Clerk Commissioner Hodgkins seconded the motion, and it passed by unanimous vote.

7.7 Consideration and Approval of FDOT Funding Agreement - I-95 Stormwater Pump Station Rehabilitation - Sponsored by Public Services Director Odoms

RESOLUTION NO: 2026-025

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FUNDING AGREEMENT PROVIDING FOUR HUNDRED THOUSAND DOLLARS ($400,000) IN CAPITAL FUNDING FOR THE REHABILITATION OF THE I 95 STORMWATER PUMP STATION; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Services Director Odoms clarified this $400,000 FDOT commitment is separate from previous emergency repairs and focuses on capital rehabilitation of 20-year-old equipment. The station is currently operational following earlier electrical failure repairs. The remaining rehabilitation costs will be split equally between Pembroke Park and Hallandale Beach. Commissioner Hodgkins

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inquired about the original cause of failure and potential FPL liability, with Odoms noting he's still awaiting FPL's final assessment report.

Town Manager Lynch praised Odoms for securing FDOT participation, noting initial uncertainty about their contribution level.

ACTION: Acting Clerk Commissioner Morrissette moved to approve Resolution 2026-025. Clerk Commissioner Hodgkins seconded the motion, and it passed by unanimous vote.

7.8 Consideration and Approval of Locally Funded Agreement with FDOT for Additional Design Funding – South Park Road CSLIP Project (Inclusive of SW 25th Street Drainage Design) - Sponsored by Public Services Director Odoms

RESOLUTION NO: 2026-015

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE EXECUTION OF A LOCALLY FUNDED AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE SOUTH PARK ROAD COMPLETE STREETS AND LOCALIZED INITIATIVES PROJECT (CSLIP), INCLUDING THE SW 25TH STREET DRAINAGE DESIGN; PROVIDING FOR THE PAYMENT OF THE TOWN'S SHARE OF DESIGN COSTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Services Director Odoms explained this agreement, originally approved in October, covers design funding for both the South Park Road Complete Streets project (just over $3 million) and the second phase of the 25th Street project. The Interlocal Agreement (ILA) with FDOT is required to transfer funds for the designer.

ACTION: Acting Clerk Commissioner Morrissette moved to approve Resolution 2026-015. Clerk Commissioner Hodgkins seconded the motion, and it passed by unanimous vote.

8 OLD BUSINESS

8.1 Updated Vehicle Maintenance Plan- Chief Daniel DeCoursey

Chief DeCoursey requested approval for an additional $1,275 due to price increases in the previously approved maintenance plans. The department has vehicles ready for deployment pending approval of the maintenance plans.

ACTION: Commissioner Morrissette moved to approve. Clerk Commissioner Hodgkins seconded and it passed by unanimous vote.

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9 NEW BUSINESS

9.1 Consideration and approval of City Fire Quote to bring Town Hall up to code for the fire alarm systems in an amount not to exceed $45,000 - Sponsored by IT Director Pakula

IT Director Pakula, participating remotely, explained this was originally a $14,000 project from two years ago that was not completed. Working with the public works team and procurement officer, they developed a comprehensive approach to bring the entire building up to fire code compliance. The current quote is approximately $39,000, not to exceed $45,000.

Commissioner Mohammed expressed concern about the timeline, noting the project had been delayed for two years and the cost had tripled. She requested the contract be executed within 30 days to prevent further cost escalation.

ACTION: Acting Clerk Commissioner Morrissette moved to approve the contract for $45,000. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimous vote.

9.2 Motion to approve agreement for FPL Electrical Installation at the new Public Works building site by JLM Contractors in an amount not to exceed $40,000; or, in the alternative, finding that it is in the Town's best interests to engage another third party contractor to perform the electrical installation in the event that the Town's professional staff is able to secure a more competitive quote for such services - Sponsored by Public Services Director Odoms

Public Services Director Odoms explained this $40,000 contract with JLM Contractors covers electrical installation for the modular building being relocated to the 2-acre area behind Channel 10. The building was originally planned for the park area but was moved to better utilize available space while accommodating the existing contractor using the lot for equipment storage.

Clerk Commissioner Hodgkins asked about adjusting the contractor's $10,000 annual rent due to reduced amount of space, but Public Services Director Odoms noted the contractor has been cooperative and hasn't indicated concern about the arrangement. The commissioners noted the contractor had used the lot rent-free for nine years before the current modest payment began.

Town Manager Lynch recognized former Town Manager's persistence in advancing this project to replace the problematic existing public works building.

ACTION: Clerk Commissioner Hodgkins moved to approve item 9.2. Acting

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Clerk Commissioner Morrissette seconded the motion, and it passed by unanimous vote.

9.3 Consideration and approval to Procure 350 kW Emergency Generator and 1200A Automatic Transfer Switch (ATS) - Sponsored by Public Services Director Odoms

Public Services Director Odoms presented the generator purchase as part of the emergency generator project for Town Hall. The cost is approximately $380,000, significantly under the original projection of over $600,000. The generator will be purchased separately through the sheriff's state contract, with installation to be bid separately.

Acting Clerk Commissioner Morrissette inquired about automatic monthly testing capabilities, and Public Services Director Odoms confirmed the unit likely has this feature but prefers manual control to coordinate with IT equipment protection.

Town Manager Lynch emphasized the excellent pricing achieved through the procurement process.

ACTION: Acting Clerk Commissioner Morrissette moved to approve item 9.3. Clerk Commissioner Hodgkins seconded the motion, and it passed by unanimous vote.

9.4 JP Lyons Lane Drainage Improvements: Construction Observation & Engineering Certification Services (Keith- Addendum #02) - Sponsored by Public Services Director Odoms

Public Services Director Odoms explained this additional $45,000 contract with Keith and Associates covers construction services that should have been included in the original design contract. The project is at 100% design completion and fully funded, ready for bidding with hopes of completing work before hurricane season.

ACTION: Acting Clerk Commissioner Morrissette moved to approve item 9.4. Clerk Commissioner Hodgkins seconded the motion and passed by unanimous vote.

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10 DISCUSSION

10.1 Consideration and authorization for paving improvements - Future Public Works Lot - Sponsored by Public Services Director Odoms

Public Works Director Odoms requested approval for approximately $12,000 in paving improvements to prepare the area behind Channel 10 for the modular building installation, creating a black-top surface with parking spaces similar to Town Hall's parking lot.

ACTION: Acting Clerk Commissioner Morrissette moved to approve item 10.1. Clerk Commissioner Hodgkins seconded the motion, and it passed on a unanimous vote.

10.2 Discussion on Agenda Preparation - Sponsored by Commissioner Mohammed

Commissioner Mohammed presented revised language for ordinance 2-45 to improve agenda preparation consistency and consolidation in light of the commission form of government. The commission supported the revisions.

ACTION: Mayor Jacobs moved to direct staff to draft the ordinance revisions. Commissioner Mohammed seconded. Motion passed unanimously.

10.3 Discussion and Direction to Prepare and Advance Data Center Regulatory Ordinance for DRC and Planning Review - Sponsored by Commissioner Mohammed

Commissioner Mohammed requested preparation of an ordinance to regulate potential data centers, noting infrastructure activity in the area that could indicate such development.

Acting Clerk Commissioner Morrissette supported the proactive approach.

Town Attorney Gordon noted similar bills are advancing in Tallahassee and recommended swift action to establish local regulations before potential state preemption.

ACTION: Acting Clerk Commissioner Morrissette moved to approve item 10.3. Commissioner Hodgkins seconded the motion, and it passed unanimous vote.

10.4 Hire Updates - Sponsored by Commissioner Mohammed

Town Manager Lynch reported the assistant town manager position has been advertised as of last week. HR Director confirmed the town planner position

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was posted earlier in the week with applications closing April 13.

Commissioner Mohammed expressed frustration about the delayed timeline for these critical positions and requested a comprehensive report on all outstanding hiring needs.

10.5 Discussion on Town Manager David Lynch - Sponsored by Commissioner Mohammed (ADDED)

Commissioner Mohammed raised concerns about recent issues that have come to light and the need for oversight given what she characterized as a lack of Florida local government management experience.

Mayor Jacobs, before leaving for another commitment, stated that anything unethical, illegal, or immoral should be reported to proper authorities including FDLE, the Broward Inspector General, and the State Attorney's office.

Acting Clerk Commissioner Morrissette, noted they have agreed to hire an assistant town manager with local experience to address operational issues.

The commission agreed to legal oversight of operations, with Town Attorney Gordon confirming his office's availability for enhanced review of administrative matters.

10.6 Emergency Audit - Sponsored by Commissioner Mohammed (ADDED)

Commissioner Mohammed moved this item up due to recent financial concerns that have come to light. She introduced Dr. Jamie Amos from Forbes Mazars consulting firm, who explained they provide internal audits focusing on compliance, regulations, processes, and policies. Their services cover areas like procurement, fleet management, IT, contract compliance, and permitting, with access to over 40,000 specialized consultants.

Commissioner Mohammed requested an internal audit of the finance department to address recent expenditure concerns and establish better oversight of financial operations. Town Manager Lynch agreed to the request, and Town Attorney Gordon confirmed his office's availability to provide enhanced oversight of daily operations.

ACTION: Clerk Commissioner Hodgkins moved to approve item 10.6. Acting Clerk Commissioner Morrissette seconded the motion and passed unanimous vote.

10.7 C.D.B.G. Grant - Sponsored by Commissioner Mohammed (ADDED)

Public Services Director Odoms explained the need for commission approval to apply for Community Development Block Grant funding, which requires 15 days of public advertisement.

Town Manager Lynch noted the application deadline is in two weeks and praised the team's preparation efforts.

ACTION: Acting Clerk Commissioner Morrissette moved to approve applying for the CDBG grant. Clerk Commissioner Hodgkins seconded. Motion passed unanimously.

10.8 Discussion and possible action on outstanding invoices - Sponsored by Commissioner Mohammed

Commissioner Mohammed addressed outstanding invoices from CAS (Craig A Smith) totaling approximately $65,000 that had been under review for about a year.

Public Services Director Odoms clarified that after extensive review meetings with town management, legal counsel, and finance staff, the outstanding amount was reduced to approximately $20,000-$23,000 related to authorized work on the ECOS project at County Line. The amount requires commission approval as it exceeds the manager's $10,000 threshold.

Commissioner Mohammed questioned why she had to place this on the agenda rather than staff bringing it forward routinely.

Town Manager Lynch indicated the item will appear on the next agenda for formal approval.

10.9 Discussion and possible action on hiring an Assistant Town Manager - Sponsored by Mayor Jacobs

Item 10.9 was discussed with Item 10.4.

10.10 Discussion: Motion to Table Item 10.11 until the date of Special Commission Meeting March 25th in order to ensure that a full complement of commissioners can attend - Sponsored by Commissioner Hodgkins

Item 10.10 was not discussed as Item 10.11 was agreed upon to be heard at the next commission meeting.

10.11 Termination of Town Manager David Marlborough Lynch - Sponsored by Mayor Jacobs

Item 10.11 was moved to the next meeting.

11 ATTORNEY COMMENTS

"Request for Shade Session pursuant to Sec. 286.011(8), F.S. / Jacobs v. Town of Pembroke Park (CACE26002284)"

Town Attorney Gordon requested a shade session for Wednesday, March 25, at 4:30 PM regarding pending litigation (Jacobs v. Town of Pembroke Park, CACE26002284). However, with Vice Mayor Kashem's flight cancellation and unavailability until March 28, and Commissioner Mohammed's evening class schedule, the shade session was rescheduled to April 1 at 1:00 PM as a special meeting.

12 TOWN MANAGER COMMENTS

Town Manager Lynch jokingly referenced preparing a 10-page statement but declined to read it given the request to limit lengthy remarks.

13 COMMISSIONER COMMENTS

Commissioner Mohammed had no additional comments.

Acting Clerk Commissioner Morrissette reported on his extensive work with the Solid Waste Authority governing board, noting hundreds of hours spent preparing for a master plan vote that was postponed due to political maneuvering. He indicated he will schedule a presentation or workshop when the matter is ready to proceed.

Clerk Commissioner Hodgkins had no additional comments.

Mayor Jacobs left the meeting early due to a prior commitment.

14 ANNOUCEMENT

14.1. Special Commission Meeting, Wednesday, March 25, 2026, at 5:30 p.m.
Regular Commission Meeting, Wednesday, April 8, 2026, at 7:00 p.m.

SPECIAL EVENTS
Food Giveaway, Saturday, March 21, 2026, at 9:00 a.m.

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Egg-Stravaganza, Saturday, March 28, 2026, at 10:00 a.m.

15 ADJOURNMENT

With no further business to discuss the meeting adjourned at 2:39 PM.

ATTEST:

_____

Cynthia Garcia-Lima, Town Clerk

Commission approved on: May 13, 2026

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (tdd).

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

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MINUTES SPECIAL COMMISSION MEETING

5:30 PM - Wednesday, March 25, 2026
Commission Chambers

The SPECIAL COMMISSION MEETING of the Town of Pembroke Park was called to order on Wednesday, March 25, 2026, at 5:30 PM, in the Commission Chambers, with the following members present:

PRESENT:	Mayor Geoffrey Jacobs (participating remotely); Acting Clerk Commissioner Morrissette; Clerk Commissioner Morrissette
EXCUSED:	Commissioner Mohammed and Vice Mayor Musfika Kashem
	No quorum was established.

1 CALL TO ORDER

Mayor Jacobs called the meeting to order at 5:33pm.

2 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3 ROLL CALL

The meeting was called to order at 5:33 pm by Mayor Jaocbs. Present at the meeting were Geoffrey Jacobs, Mayor (remotely), William Hodgkins, Clerk Commissioner and Erik Morrissette, Acting Clerk Commissioner.

Additional staff in attendance were Jacob Horowitz, Town Attorney; Cynthia Garcia-Lima, Town Clerk; and Jeoffrey Louis, Building Manager.

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

No agenda modifications were discussed due to lack of quorum.

Mayor Jacobs addressed the commission regarding a previous motion that had been passed. The Town Attorney read into the record a motion from the February 25th meeting sponsored by Commissioner Hodgkins and approved by a majority of the commission: "Motion to cancel all public meetings of the town commission until the resolution of the pending litigation between mayor Jacobs in the town pertaining to mayor Geoffrey Jacobs status as a member of town commission with the exception of regular scheduled meetings required by section 2-36 the town code and direction to town staff not to attend any meetings the town commission unless such meetings are called by a majority of the town commission."

Mayor Jacobs stated that based on this previously approved motion, the current meeting should not be taking place. However, he emphasized that there is important town work that needs to be completed and moved forward. He announced an emergency meeting scheduled for March 31st at 1 PM and confirmed the regular commission meeting for April 8th at 7 PM.

The Town Attorney commented that several items on the evening's agenda, particularly the Home Depot application and second reading ordinances, required specific advertising under Florida Statutes Chapter 166.041. He requested that the clerk, with commission permission, re-advertise those items for the April 8th meeting. The attorney noted he had spoken with Home Depot's legal counsel that afternoon to assure them the items would be rolled over and properly advertised for the next available meeting.

Mayor Jacobs directed that all agenda items be rolled over to the April 8th, 2026, meeting, emphasizing the importance of having the Home Depot items on the agenda for vote. Commissioner Hodgkins expressed agreement with this approach, though noted his embarrassment at having to postpone the items again, as they had already been delayed once before.

The Town Attorney supplemented the mayor's comments by clarifying that there was also a special meeting and shade session scheduled for April 1st at 1 PM, which had been properly noticed pursuant to Chapter 286.

5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

No public comments were made due to lack of quorum**.**

6 PRESENTATION

6.1 Procurement Month Proclamation

6.2 Colorectal Cancer Awareness Proclamation

6.3 National Athletic Training Proclamation

7 APPLICATIONS/PUBLIC HEARINGS

7.1 Consideration and approval of Special Permit Application - Town Planner Consultant Von der Meulen
File No.: 25-P-01
Applicant: Home Depot USA Inc.
Address: North of W. Hallandale Beach Blvd., west of SW 31st Ave and east of Bryan Road
Request: The applicant is requesting a special permit approval as required by Section 28-187.01 of the Town's Code of Ordinances in order to permit outdoor storage in a B-1 and M-1 zoning district.
RESOLUTION NO: 2026-016
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING SPECIAL PERMIT APPLICATION 25-P-01 TO ALLOW "OUTDOOR DISPLAY, SALE, AND STORAGE OF GOODS, PRODUCTS AND EQUIPMENT ON THE PROPERTY" FOR THE PROPERTY LOCATED ON THE NORTHWEST CORNER OF HALLANDALE BEACH BOULVARD AND JOHN P LYONS/SOUTHWEST 31 AVENUE, PEMBROKE PARK, FL/ HOME DEPOT RETAIL DEVELOPMENT SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

7.2 Consideration and approval of Parking Reduction Application - Town Planner Consultant Von der Meulen
File No.: 25-PR-01
Applicant: Home Depot USA Inc.
Address: North of W. Hallandale Beach Blvd., west of SW 31st Ave and east of Bryan Road
Request: The applicant is requesting a parking reduction approval to reduce parking from 399 parking spaces to 283 parking spaces to redevelop the site into a 107,874 square foot Home Depot store with a 28,167 square foot garden center.
RESOLUTION NO: 2026-017

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING PARKING REDUCTION APPLICATION 25-PR-01 FOR THE PROPERTY LOCATED ON THE NORTHWEST CORNER OF HALLANDALE BEACH BOULVARD AND JOHN P LYONS/SOUTHWEST 31 AVENUE, PEMBROKE PARK, FL/ HOME DEPOT RETAIL DEVELOPMENT SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

7.3 Consideration and approval of Site Plan Application - Town Planner Consultant Von der Meulen

File No.: 25-SP-02

Applicant: Home Depot USA Inc.

Address: North of W. Hallandale Beach Blvd., west of SW 31st Ave and east of Bryan Road

Request: The applicant is seeking site plan approval for a proposed 107,874-square-foot big box retail development, which includes a 28,167-square-foot garden center.

RESOLUTION NO: 2026-018

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING SITE DEVELOPMENT PLAN FOR APPLICATION 25-SP-02 FOR THE PROPERTY LOCATED ON THE NORTHWEST CORNER OF HALLANDALE BEACH BOULVARD AND JOHN P LYONS/SOUTHWEST 31 AVENUE, PEMBROKE PARK, FL/ HOME DEPOT RETAIL DEVELOPMENT SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

7.4 Consideration and approval of a sign variance - Town Planner Consultant Von der Meulen

File No.: 25-SV-04

Applicant: Home Depot USA Inc.

Address: North of W. Hallandale Beach Blvd., west of SW 31st Ave and east of Bryan Road

Request: The applicant is requesting five (5) variances from the sign code to increase the length, letter height and total number of signs. This application requests a variance from Section 21-20. (c).1.A limiting the letter height, Section 21-20. (c).1. B limiting the length of the sign and Section 21-20(c)(1) limiting the maximum number of signs.

RESOLUTION NO: 2026-019

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING SIGN VARIANCE APPLICATION 25-SV-04 AND GRANTING FIVE (5) SIGN VARIANCES

FOR THE PROPERTY LOCATED ON THE NORTHWEST CORNER OF HALLANDALE BEACH BOULVARD AND JOHN P LYONS/SOUTHWEST 31 AVENUE, PEMBROKE PARK, FL/ HOME DEPOT RETAIL DEVELOPMENT SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

8 RESOLUTIONS

8.1 Consideration and approval for Premier Sponsorship for the Broward League of Cities Annual Gala - Sponsored by Town Clerk Garcia-Lima

RESOLUTION NO: 2026-024

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE TOWN'S PARTICIPATION AS A PREMIER SPONSOR FOR THE BROWARD LEAGUE OF CITIES ANNUAL GALA; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

9 ORDINANCES – SECOND READING

9.1 Consideration to Approve the Capital Improvement Element for Submission to the Department of Commerce - Sponsored by Public Services Director Odoms and Finance Director Davermann

ORDINANCE NO: 2026-005

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING THE TOWN'S COMPREHENSIVE PLAN TO PROVIDE FOR THE 2026 ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING TRANSMITTAL TO THE DEPARTMENT OF COMMERCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

9.2 Consideration of Ordinance, amending Chapter 2 of the Town's Code of Ordinances to establish Town departments and repeal Ordinance No. 18-06-01 - Sponsored by Commissioner Mohammed

ORDINANCE NO: 2026-006

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" AMENDING ARTICLE III, ENTITLED "OFFICERS AND EMPLOYEES;" CREATING SECTION 2-56, TO BE ENTITLED "ESTABLISHMENT OF TOWN DEPARTMENTS;"

REPEALING ORDINANCE NO. 18-06-01, ADOPTED JUNE 29, 2018; PROVIDING FOR THE CREATION OF CERTAIN DEPARTMENTS PURSUANT TO SEC. 12 OF THE TOWN CHARTER; ELIMINATING THE ADMINISTRATIVE SERVICES DIRECTOR POSITION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

9.3 Consideration and approval of the Revised Town Personnel Handbook - Sponsored by HR Director Frishman

ORDINANCE NO.: 2026-002

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA ADOPTING THE AMENDED PEMBROKE PARK PERSONNEL POLICIES AND PROCEDURES MANUAL, ATTACHED HERETO AS EXHIBIT "A," AND INCORPORATED AS IF FULLY SET FORTH HEREIN; AMENDING CHAPTER 19 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PERSONNEL;" AMENDING ARTICLE I, ENTITLED "IN GENERAL" BY SPECIFICALLY AMENDING SECTION 19-1, ENTITLED "ADOPTION OF PERSONNEL POLICIES AND PROCEDURES MANUAL;" PROVIDING FOR FUTURE AMENDMENTS TO THE TOWN'S PERSONNEL MANUAL BY RESOLUTION OF THE TOWN COMMISSION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

10 ORDINANCE – FIRST READING

10.1 Consideration of Alcohol License Ordinance Amendment - Sponsored by Town Planner Von der Meulen

ORDINANCE NO: 2026-008

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 3, ENTITLED "ALCOHOLIC BEVERAGES;" AMENDING ARTICLE I ENTITLED "IN GENERAL;" AMENDING SECTION 3-1 DEFINITIONS; AMENDING SECTION 3-2.5 EXTENDED HOURS LICENSE; AMENDING SECTION 3-4 PROXIMITY TO LICENSED BUSINESS; REPEALING AND REPLACING SECTION 3-5 PROXIMITY TO LICENSED BUSINESSES TO CHURCHES, SCHOOLS; AMENDING SECTION 3-6 NOISE RESTRICTION IN ESTABLISHMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

11 OLD BUSINESS

12 NEW BUSINESS

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12.1 Approval of Minutes

January 14, 2026 - Regular Commission Meeting
February 3, 2026 - Workshop Commission Meeting
February 11, 2026 - Regular Commission Meeting
February 11, 2026 - Special Commission Meeting
February 16, 2026 - Special Commission Meeting
February 20, 2026 - Special Commission Meeting
February 23, 2026 - Special Commission Meeting
February 24, 2026 - Special Commission Meeting

12.2 Award Recommendation -RFQ 25-02 - Drainage and Stormwater - Sponsored by Stephanie Woodbury

12.3 Award Recommendation - RFQ 25-02 - Environmental Engineering - Sponsored by Stephanie Woodbury

12.4 Award Recommendation - RFQ 25-02- Surveying and Mapping - Sponsored by Stephanie Woodbury

12.5 Award Recommendation - RFQ 25-02 - Transportation, Traffic and Roadway Engineering - Sponsored by Stephanie Woodbury

13 DISCUSSION

13.1 Discussion and Possible Action on the Appointment of a Voting Delegate for the Broward League of Cities Board of Directors - Town Clerk Garcia-Lima

13.2 Discussion and approval to provide funding for a Lightning Lounge for Lake Forest Elementary - Sponsored by Town Manager Lynch

13.3 Discussion on renovations for the second and third floor of Town Hall - Sponsored by IT Director Pakula

13.4 Motion to authorize the Town Attorney's Office to engage Special Counsel to file an action for declaratory relief seeking to determine whether Mayor Geoffrey Jacobs has forfeited his office due to lack of residency in the town - Sponsored by Clerk Commissioner Hodgkins

14 TOWN ATTORNEY COMMENTS

15 TOWN MANAGER COMMENTS

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16 COMMISSIONER COMMENTS

Commissioner Mohammed had no comments.

Acting Clerk Commissioner Morrissette had no comments.

Vice Mayor Kashem had no comments.

Clerk Commissioner Hodgkins had no comments.

Mayor Jacobs had no additional comments.

17 ANNOUNCEMENTS

17.1 Regular Commission Meeting, Wednesday, April 8, 2026, at 7:00pm

SPECIAL EVENTS

Eggstravaganza, Saturday, March 28, 2026, at 10:00 a.m.

18 ADJOURNMENT

With no quorum present and no business able to be conducted, Mayor Jacobs adjourned the meeting at 5:46 PM.

ATTEST:

_____

Cynthia Garcia-Lima, Town Clerk

Commission approved on: May 13, 2026

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

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Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (tdd).

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

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MINUTES SPECIAL COMMISSION MEETING

1:00 PM - Monday, March 31, 2026
Commission Chambers

The SPECIAL COMMISSION MEETING of the Town of Pembroke Park was called to order on Tuesday, March 31, 2026, at 1:00 PM, in the Commission Chambers, with the following members present:

PRESENT:	Mayor Geoffrey Jacobs; Commissioner Ashira Mohammed; Acting Clerk Commissioner Erik Morrissette; Clerk Commissioner William Hodgkins;
EXCUSED:	Vice Mayor Musfika Kashem

1 CALL TO ORDER

Mayor Jacobs called the meeting to order at 1:06pm.

2 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3 ROLL CALL

The meeting was called to order at 1:06 pm by Mayor Jacobs. Present at the meeting were Ashira Mohammed, Commissioner; Erik Morrissette, Acting Clerk Commissioner; William Hodgkins, Clerk Commissioner; and Geoffrey Jacobs, Mayor.

Additional staff in attendance were Jacob Horowitz, Town Attorney; Cynthia Garcia-Lima, Town Clerk; and David Lynch, Town Manager

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4 DELETIONS OR WITHDRAWALS TO THE AGENDA

No deletions or withdrawals were made to the agenda.

5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

Cheryl Robinson addressed the Commission, thanking Mayor Jacobs for keeping residents informed about meetings. She expressed concerns about financial mismanagement in the town, stating she sees "a lot of money being embezzled" and questioned loans being given without proper oversight. Robinson criticized the lack of affordable housing and economic opportunities for residents, calling for less selfishness among commissioners. She emphasized the need for commissioners to take responsibility and work together for the community's benefit, concluding with a prayer for the Commission's leadership.

Starr Ward yielded her speaking time to Cheryl Robinson, who used the additional time to reinforce her message about accountability and responsible leadership. Robinson stressed that commissioners hold critical positions affecting the entire city and urged them to stop what she characterized as "bickering" and focus on serving the people who voted them into office.

6 PRESENTATION

6.1 Procurement Month Proclamation

6.2 Colorectal Cancer Awareness Proclamation

6.3 National Athletic Training Proclamation

7 ORDINANCE – FIRST READING

7.1 Consideration and Approval of Ordinance to Amend Sec. 2-45, Supplemental Commission Procedures (Agenda Preparation) - Sponsored by Commissioner Mohammed

ORDINANCE NO: 2026-009

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" AMENDING ARTICLE II, ENTITLED "TOWN COMMISSION" BY AMENDING DIVISION 3, ENTITLED "MEETINGS;" AMENDING SECTION 2-45, ENTITLED, "SUPPLEMENTAL COMMISSION PROCEDURES;" AMENDING THE

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PROCEDURES RELATED TO THE PREPARATION OF THE COMMISSION AGENDA; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney presented Ordinance 2026-009, explaining that this followed direction from the Commission's previous special meeting to amend procedures for placing items on the commission agenda. The ordinance establishes that any commission member may submit agenda items to the town clerk, and such items may only be removed by the sponsoring commissioner or by majority vote at a publicly noticed meeting. Neither the town manager nor administrative employees would have authority to remove commissioner-submitted items.

The Town Attorney noted that Commissioner Mohammed had submitted additional revisions that reaffirm the commission's role in government, establishing the commission as the governing and legislative body with authority to determine meeting matters. The revisions would delegate agenda preparation responsibilities to the town clerk rather than the manager, emphasizing that the commission's role as policymakers should drive the agenda process.

The ordinance maintains the existing 6-day rule for agenda submission, with provisions that failure to meet deadlines would not permanently deny items but may result in placement on the next available agenda.

Commissioner Mohammed inquired about the timeline, and the attorney confirmed the current 6-day rule, noting this would be the first substantive amendment to procedures adopted about three years ago.

Mayor Jacobs indicated he wanted more time to review the document, but the Town Attorney explained that first reading approval would move the process forward, allowing Commissioner Mohammed's amendments for second reading, with opportunity for additional changes at that time.

ACTION: Commissioner Mohammed made a motion to approve Ordinance 2026-009 with all amendments. Acting Clerk Commissioner Morrissette seconded the motion, and it passed on a unanimous vote.

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7.2 Consideration of Alcohol License Ordinance Amendment — Sponsored by Town Planner Von der Meulen

ORDINANCE NO: 2026-008

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 3, ENTITLED "ALCOHOLIC BEVERAGES;" AMENDING ARTICLE I ENTITLED "IN GENERAL;" AMENDING SECTION 3-1 DEFINITIONS; AMENDING SECTION 3-2.5 EXTENDED HOURS LICENSE; AMENDING SECTION 3-4 PROXIMITY TO LICENSED BUSINESS; REPEALING AND REPLACING SECTION 3-5 PROXIMITY TO LICENSED BUSINESSES TO CHURCHES, SCHOOLS; AMENDING SECTION 3-6 NOISE RESTRICTION IN ESTABLISHMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney presented Ordinance 2026-008, prepared by town planner Von Der Meulen. The ordinance updates definitions for convenience stores, hotel bars, and liquor, and addresses extended hours licenses for sales between midnight and 6 AM. Key provisions include 500-foot separation requirements for extended hour licenses and 300-foot separation from places of worship, schools, and childcare facilities. The ordinance includes grandfathering provisions for existing licenses and exempts vendors in the MXE district from certain noise restrictions.

Mayor Jacobs explained this was an update to modernize outdated town ordinances and policies.

Clerk Commissioner Hodgkins asked the police chief about potential impacts, noting concerns about late-night establishments. The attorney confirmed this was first reading and that the chief could review the ordinance before second reading.

Acting Clerk Commissioner Morrissette expressed support for personal responsibility regarding alcohol consumption while acknowledging real-world challenges.

ACTION: Commissioner Mohammed made a motion to approve Ordinance 2026-008. Acting Clerk Commissioner Morrissette seconded the motion, and it passed 3-1, with Clerk Commissioner Hodgkins voting no.

8 DISCUSSION

8.1 Discussion regarding the Bamboo Social Club - Sponsored by Mayor Jacobs

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Mayor Jacobs explained that the town manager had created a harmless agreement allowing use of the Bamboo Social Club building in the mobile home park. The building was closed four years ago by the building official as an unsafe structure due to multiple code violations including ADA non-compliance, questionable ownership, and unsafe conditions. The building sits on a property line between Pembroke Park and private property, creating ownership complications.

Acting Commissioner Morrissette questioned who requested the building's condemnation, and Mayor Jacobs explained it occurred when the building official inspected for cable TV installation and discovered unsafe propane installations and other violations.

Acting Clerk Commissioner Morrissette argued the building was structurally sound despite minor electrical issues and had withstood multiple hurricanes. He suggested political motivation for the closure and advocated for repairs rather than continued closure.

Clerk Commissioner Hodgkins noted that residents had made some improvements like installing a proper door but acknowledged the building's problematic location between two ponds and lack of proper permits. He stated the building "actually shouldn't be there" due to permit issues.

Town Attorney clarified that based on 2023 research, the town owns a portion of the property through a dedicated right-of-way, while having a 99-year lease on the remainder from the mobile home park owner.

Acting Clerk Commissioner Morrissette recommended having the building official assess what repairs were needed, emphasizing the building's importance to the Canadian community and potential educational use by locals.

Town Attorney advised caution about knowingly allowing use of a building deemed unsafe under Florida law, noting that buildings constructed without permits are considered unsafe as a matter of law. He recommended professional staff assessment and liability protection measures.

The Commission provided directions for the building official and building department to investigate and develop a resolution.

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8.2 Discussion and possible action concerning the position of the Town Manager, including, but not limited to termination — Sponsored by Mayor Jacobs (UPDATED ATTACHMENTS)

Mayor Jacobs outlined a pattern of concerning behavior beginning in May when he resumed the mayor position. He cited questionable purchases including an unnecessary boat for public works, creation of an unneeded town weatherman position, and various financial irregularities. He referenced his December 26th email about accountability that was systematically avoided through commissioners not attending meetings.

Mayor Jacobs expressed particular concern about unauthorized loan transactions totaling approximately $86,000 that came to light through Channel 10 reporting. He detailed his extensive efforts over three years to seek forensic audits and investigations through various state agencies including JLAC, the Office of Inspector General, ethics commission, and state attorney offices.

Commissioner Mohammed provided detailed analysis of the internal review, emphasizing that advance payroll had never been standard practice in Pembroke Park during her 18+ years with the town. She distinguished between earned income (hours already worked) and unearned income advances extending years into the future, calling the latter unprecedented and improper.

Commissioner Mohammed highlighted multiple concerning issues: blanket email approvals for finances violating proper oversight, forms using logos that didn't exist in 2016 despite claims of long-standing practice, failure to bring matters before the Commission for approval, retaliation against whistleblowing employees, misrepresentation to media about the town's audit history, and violation of proper sexual harassment investigation procedures.

She stressed that the town's audit history actually shows consistent on-time submissions with awards for timeliness, contrary to misrepresentations made to the Sun Sentinel. Commissioner Mohammed emphasized that audits should be presented to the Commission for review and policy development, but last year's audit was sent to Tallahassee without Commission review or signature.

Mayor Jacobs noted emails suggesting the town manager attempted to "wine and dine" media representatives and position himself favorably while portraying the Commission negatively. He referenced the town manager's history of similar issues at previous employment locations, discoverable through online searches.

Clerk Commissioner Hodgkins expressed reluctance to terminate, noting the town had four managers in four years and questioning the pursuit of perfection. He advocated for allowing corrections and overlooking errors in judgment.

Commissioner Mohammed rejected the "perfection" characterization, stating she sought responsible employees who understand their roles, don't misrepresent the town, and don't create fraudulent documentation. She emphasized the need for accountability to residents and taxpayers.

Acting Clerk Commissioner Morrissette stated that based on information presented, he felt compelled to support termination despite personal regard for the individual.

Town Attorney explained the contractual process for termination with cause, requiring written notice of particulars and a public hearing within 60 days where the manager can present evidence and argument. The attorney outlined the cause criteria including misfeasance, malfeasance, nonfeasance, neglect of duty, policy violations, fraudulent acts, and ethics violations.

ACTION: Acting Clerk Commissioner Morrissette made a motion to terminate with cause. Mayor Jacobs seconded the motion, and passed 3-1, with Clerk Commissioner Hodgkins voting no.

The Town Attorney clarified that this begins a two-step process requiring written notice and subsequent public hearing and recommended immediate paid suspension during the 60-day period.

Mayor Jacobs initially moved for suspension without pay, citing the manager's precedent of suspending employees without pay, but ultimately agreed to paid suspension.

ACTION: Commissioner Mohammed moved to suspend immediately with pay. Acting Clerk Commissioner Morrissette seconded the motion and passed in a unanimous vote.

The Commission then addressed the need for an interim manager. Mayor Jacobs recommended David Sigerson, citing his 30 years of town involvement, legal background, and comprehensive knowledge of ongoing projects.

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Town Attorney noted that Mr. Sigerson would need to suspend his lobbying contract and enter into an independent contractor agreement, working full-time as required by town code.

ACTION: Commissioner Mohammed made a motion to engage David Sigerson as interim town manager while HR advertises and locates a potential candidate for the permanent position, subject to contract drafting and approval. Acting Clerk Commissioner Morrissette seconded the motion and it passed with a unanimous vote.

8.3 Feasibility Study – Bringing Grant Writing In-House - Sponsored by Acting Clerk Commissioner Morrissette

Acting Clerk Commissioner Morrissette requested a feasibility study comparing costs of in-house grant writing versus current external contract services, noting staff with appropriate education and talent. Mayor Jacobs noted a previous study found external services more cost-effective, but Acting Clerk Commissioner Morrissette wanted updated analysis with current staff.

Commissioner Mohammed requested clarification on scope, noting the town currently has external grant writers and departments that handle their own grants.

The Commission provided directions to HR and finance to conduct a comparative study of all 32 Broward County municipalities' grant writing approaches.

8.4 Discussion and possible action on donating funds to Lake Forest and Watkins Elementary for Teacher Appreciation Week - Sponsored by Commissioner Mohammed (ADDED)

Commissioner Mohammed proposed sponsoring teacher lunches at both elementary schools for Teacher Appreciation Week, similar to previous year's program. She noted the town already provides student lunches, making teacher appreciation a logical extension.

ACTION: Commissioner Mohammed moved to provide lunch at Lake Forest Elementary and Watkins Elementary for teachers on separate days during Teacher Appreciation Week. Mayor Jacobs seconded the motion and it passed by a unanimous vote.

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9 **RESOLUTION**

9.1 Consideration and Approval to Award RFQ 25-02 for Drainage and Stormwater — Sponsored by Procurement Administrator Woodbury
RESOLUTION NO: 2026-031
A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 25-02 FOR DRAINAGE AND STORMWATER ENGINEERING SERVICES ATTACHED HERETO AS EXHIBIT A THROUGH E; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Mayor Jacobs moved to approve Resolution 2026-031. Acting Clerk Commissioner Morrissette seconded the motion and it passed on a unanimous vote.

9.2 Consideration and Approval to Award RFQ 25-02 for Environmental Engineering Services — Sponsored by Procurement Administrator Woodbury
RESOLUTION NO: 2026-032
A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 25-02 ENVIRONMENTAL ENGINEERING SERVICES ATTACHED HERETO AS EXHIBIT A THROUGH E; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Commissioner Mohammed made a motion to approve Resolution 2026-032. Acting Clerk Commissioner Morrissette seconded the motion and it passed by a unanimous vote.

9.3 Consideration and Approval to Award RFQ 25-02 for Surveying and Mapping — Sponsored by Procurement Administrator Woodbury
RESOLUTION NO: 2026-033
A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 25-02 FOR SURVEYING AND MAPPING ENGINEERING SERVICES ATTACHED HERETO AS EXHIBIT A THROUGH E; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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ACTION: Commissioner Mohammed made a motion to approve Resolution 2026-033. Acting Clerk Commissioner Morrissette seconded the motion and it passed by a unanimous vote.

9.4 Consideration and Approval to Award RFQ 25-02 for Transportation, Traffic and Roadway Engineering — Sponsored by Procurement Administrator Woodbury

RESOLUTION NO: 2026-034

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 25-02 FOR TRANSPORTATION, TRAFFIC AND ROADWAY ENGINEERING SERVICES ATTACHED HERETO AS EXHIBIT A THROUGH E; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Commissioner Mohammed made a motion to approve Resolution 2026-034. Acting Clerk Commissioner Morrissette seconded the motion and it passed by a unanimous vote.

10 COMMISSIONER COMMENTS

Commissioner Mohammed noted she could provide lengthy comments but was limited by time constraints.

Acting Clerk Commissioner Morrissette expressed regret about the town manager termination but emphasized the importance of staff trustworthiness and truthful information for proper decision-making. He stated it would be "catastrophic" to make decisions based on lack of truth.

Clerk Commissioner Hodgkins had no comment.

Mayor Jacobs stated his only comment was "integrity is what you do when people aren't looking," referencing the serious financial issues that prompted action.

11 ATTORNEY COMMENTS

Town Attorney had no comment.

12 TOWN MANAGER COMMENTS

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There were no Town Manager comments.

13 ANNOUNCEMENTS

13.1 Special Commission Meeting, Wednesday, April 1, 2026, at 1:00 pm
Regular Commission meeting, Wednesday, April 8, 2026, at 7:00 pm
Special Magistrate Hearing, Wednesday, April 15, 2026, at 9:00 am
Workshop Commission Meeting, Wednesday, April 29, 2026, at 6:00 pm (TENTATIVE)

SPECIAL EVENTS

Food Giveaway, Saturday, April 25, 2026, at 9:00 am

14 ADJOURNMENT

With no further business the meeting was adjourned at 3:26pm.

ATTEST:

_____

Cynthia Garcia-Lima, Town Clerk

Commission approved on: May 13, 2026

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (tdd).

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless

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permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

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Agenda Item Report

Subject:	Consideration of Approval of a Resolution delegating the Town Manager, to negotiate and execute as needed during the Commission's summer recess - Town Manager Sigerson **RESOLUTION NO: 2026-039** **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN MANAGER, OR HIS DESIGNEE, TO NEGOTIATE AND EXECUTE, AS MIGHT BE NECESSARY DURING THE COMMISSION'S SUMMER RECESS, CONTRACTS AND CHANGE ORDERS ABOVE THE TOWN MANAGER'S PURCHASING AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.**
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Administrative
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Proposed Resolution 2026-039

RESOLUTION NO. 2026-039

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN MANAGER, OR HIS DESIGNEE, TO NEGOTIATE AND EXECUTE, AS MIGHT BE NECESSARY DURING THE COMMISSION'S SUMMER RECESS, CONTRACTS AND CHANGE ORDERS ABOVE THE TOWN MANAGER'S PURCHASING AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park is taking a summer recess from _____ through August _____; and

WHEREAS, the Town Commission seeks to delegate to the Town Manager the authority to approve items above the Town Manager's purchasing authority during the summer recess, should the need arise; and

WHEREAS, this delegation is made with the understanding and expectation that the Town Manager will present a resolution ratifying the manager's approvals during a regular commission meeting, as soon as practicable, following the summer recess; and

WHEREAS, this delegation is intended to provide and ensure continuity of Town operations during the summer recess; and

WHEREAS, this delegation includes the Town Manager's authorization to negotiate agreements and approve agreements and items such as memoranda of understanding with any party including private and governmental agencies, bids, awards of contracts, development agreements, and/or change orders or purchases of goods or contracts for services above his purchasing authority or which do not involve purchasing or contracting; and

WHEREAS, this delegation of authority is limited to the summer recess and is

intended to be used judiciously and after consultation with the Town Attorney, and

WHEREAS, the Town Commission finds that the delegation of authority to the Town Manager during the summer recess, as set forth herein, is the best interests of the citizens and residents of the Town of Pembroke Park, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. Each of the "WHEREAS" clauses set forth above are true and correct and herein incorporated by this reference. All exhibits attached hereto as incorporated herein and made a part hereof.

Section 2. That the Town Commission hereby authorizes the Town Manager to negotiate and execute, as might be needed during the commission's summer recess, agreements and items such as memoranda of understanding with any party including private and governmental agencies, bids, awards of contracts, development agreements, and/or change orders or purchases of goods or contracts for services above his purchasing authority or which do not involve purchasing or contracting in excess of the manager's purchasing authority to ensure continuity of operations of the Town. This delegation of authority is limited to the commission's summer recess, and the Town Manager shall, as soon as practicable, present all items approved pursuant to this delegated authority to the Town Commission for ratification, which said ratification may not be unreasonably denied by the commission.

Section 3. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such

unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

Section 4. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED this 13th day of May, 2026.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

Agenda Item Report

Subject:	Consideration and approval of a proposal from Kimley-Horn to perform the 50-Year Building Safety Inspection for Town Hall – Sponsored by Public Services Director Odoms **RESOLUTION NO: 2026-040** **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING KIMLEY-HORN TO PERFORM THE 50-YEAR BUILDING SAFETY INSPECTION FOR TOWN HALL; AUTHORIZING THE EXECUTION ALL NECESSARY DOCUMENTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	Jeff Odoms, Public Services Director
Dept/Group:	Public Services
Recommendation for Counsel to Consider:	
Background Information:	Due to the age of the structure, the Town has requested Kimley-Horn perform the required structural and electrical building safety inspection in accordance with BORA policy 05-05 of the Broward County Code. It is also our understanding that an official notice of violation has been issued on August 8th, 2022 from the Authority Having Jurisdiction (“AHJ”). Tasks will include: Structural and Electrical Site Investigation including Form

	preparation submittal.
Staff Recommendations:	
Procurement:	
Financial Implications:	The funding will come from: Non-departmental miscellaneous 001-510519-490003-00-000
Alternatives:	

Attachments:

1. Resolution 2026-040
2. 26.04.17_3150 SW 52 AVE_BSIP Agreement
3. Agenda Item Report - Building Safety Inspection

RESOLUTION NO. 2026-040

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING KIMLEY-HORN TO PERFORM THE 50-YEAR BUILDING SAFETY INSPECTION FOR TOWN HALL; AUTHORIZING THE EXECUTION ALL NECESSARY DOCUMENTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park is required to comply with applicable state and county regulations regarding building safety inspections, including the mandated 50-Year Building Safety Inspection for public facilities; and

WHEREAS, Town Hall has reached the age requiring a comprehensive structural and electrical safety inspection to ensure continued safe occupancy and compliance with current building standards; and

WHEREAS, Kimley-Horn has submitted a proposal to perform the required 50-Year Building Safety Inspection for Town Hall, and the Public Services Director has recommended approval of the proposal; and

WHEREAS, the Town Commission finds that engaging Kimley-Horn for this work is in the best interest of the Town and necessary to maintain the safety, integrity, and functionality of Town Hall.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: The proposal from Kimley-Horn to perform the 50-Year Building Safety Inspection for Town Hall is hereby approved.

Section 2: The Town Administration is authorized to execute all necessary documents and take all actions required to implement the inspection services.

Section 3: All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 4: If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 5: This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 13th day of May, 2026.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

April 17, 2026

Osmanny Larzabal, Deputy Public Services Director
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023-5413

Re: Letter Agreement for Professional Services for
Building Safety Inspection Program
3150 SW 52nd Ave, Pembroke Park, FL 33023 (Property ID: 514230140092)

Dear Osmanny Larzabal:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") in connection with the Town of Pembroke Park "Civil Engineering Consultant Services Agreement RFQ 22-03" is pleased to submit this proposal to the Town of Pembroke Park, (hereinafter referred to as "Client"), for providing engineering services as required for the Building Safety Inspection Program ("BSIP") at 3150 SW 52nd Ave Pembroke Park, FL 33023 ("Project").

Project Understanding

The subject property consists of a multi-story (3 floors) office building constructed circa 1974. The subject area is shown in Figure 1 below:



Figure 1 - 3150 SW 52nd Ave, Pembroke Park, FL 33023 with Property ID #514230140092

Due to the age of the structure, the Client has requested Kimley-Horn perform the required structural and electrical building safety inspection in accordance with BORA policy 05-05 of the Broward County Code. It is also our understanding that an official notice of violation has been issued on August 8th, 2022 from the Authority Having Jurisdiction ("AHJ").

Assumptions

Kimley-Horn's scope and fee are based on the following assumptions:

- Client will provide access to the property as well as an escort during regular business hours between 8:00 am and 5:00 pm.
- An electrician may be required to open panels and expose busbars. Client will provide an electrician if required.
- Access to units will be required during site investigations.
- Infrared Thermography is not required.
- Building is not considered a threshold building

If any of these assumptions are not correct, then the scope and fee will change.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Structural Site Investigation

The Consultant shall review readily available relevant existing record plans, photos, and permits related to the Property provided by the Client prior to scheduling the site visit.

The structural assessment will be performed by a team of up to two (2) engineers. All on-site examinations will be scheduled to be completed in up to one (1) day in the field. These days may or may not be consecutive calendar days. The Engineer(s) shall conduct an on-site non-destructive visual assessment of the readily accessible structural systems of the Property. No removal of finishes or destructive testing will be performed.

On-site activities will include visual observation of the building and access to some of the tenant spaces. The roofs and roof framing will also be accessed, where possible. During this visual observation, Kimley-Horn will note readily visible surface cracks, deterioration of structural elements, sagging, evidence of foundation settlement, excessive deflections, misalignments, signs of water intrusion or deterioration of finishes. Additionally, Kimley-Horn will review the exterior façade of the building with a drone and camera. The drone pilot will be a certified FAA pilot. If additional façade investigations are determined to be required based on the drone findings, the Client will need to retain a contractor to provide either swing stages or boom lift to allow for visual observation of distressed areas. These additional efforts are not included in this proposal and would be considered **additional services.**

Task 2 – Electrical Site Investigation

The electrical evaluation will be by a team of up to two (2) electrical engineers. The date of this evaluation may or may not coincide with the structural site assessment noted above. On-site activities will include observation and evaluation of the meter and electric rooms, determination of proper clearance for equipment to be serviced, evaluation of the visible condition of the electrical panels, conductors, all wiring and emergency exit sign lighting.

Access into the tenant spaces, electrical and meter rooms, and onto the roof will be coordinated with the Client prior to scheduling the date of the on-site site visits so they can occur concurrent with the evaluation of the common areas and building exterior. Client shall provide an escort throughout the duration of the investigation. All access equipment, ladders, etc., where required, shall be provided by the Client. The escort should be a qualified person who can remove panelboard and other equipment covers to allow the engineer to observe wiring and busbars.

Task 3 – Forms Preparation and Submittal

Once the initial site assessments are completed, Kimley-Horn will schedule a conference call with the Client (or the Client's designated representative), to review our findings and discuss which structural or electrical repairs, if any, require immediate attention or should be addressed prior to finalizing the required BSIP Forms. During this meeting, Kimley-Horn will also discuss what repairs, if any, should be performed beyond those required for recertification.

The deliverable for this Task will consist of a summary letter to describe the recommended repairs. The recommendations in the letter will differentiate between those that are required repairs for building recertification and those that are general recommendations for the building integrity and longevity. The report will also provide recommendations for intrusive testing if repairs or evaluation for deficiencies could not be determined with visual-only observations.

If construction documents are required for the repairs, preparation of these can be provided as an **additional service.**

The Consultant shall complete the Structural & Electrical inspections per the current Broward County certification forms for the Property in accordance with the observed conditions. This agreement assumes only one form for structural and one form for electrical will be submitted.

The Consultant will submit to the AHJ electronically signed and sealed copies of a Cover Letter, the required Forms and Photographs. Electronic copies will also be provided to the Client for review.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Independent Testing Lab Services
- Destructive Testing
- Boundary or Topographic Survey
- Geotechnical Services

- Exterior Evaluation using any type of Suspended Platforms

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

- Additional field inspection days
- Additional phone meetings
- Ownership or Tenant presentations or meetings
- Preparation of Extension Letters
- Re-inspections due to elapsed time
- Report revisions in response to AHJ Comments
- Construction Documents for Repair Recommendations
- Bid, Permitting, or Construction Phase Services

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the Project, including but not limited to the following:

- Original or Record Plans
- Maintenance Records
- Permits from Previous Improvements and Modifications
- Any Available Construction Documents for the Project Site
- Electrical Wiring Diagram

Responsibilities of Client

In addition to other responsibilities set out in this Agreement, the Client shall:

- Retain or provide a qualified electrician for electrical panel cover removal.
- Provide access to the Interior and Tenant spaces during regular business hours.
- Provide all access equipment, ladders, if needed, including roof access
- Provide an escort for full duration of site visit(s) to provide access to each tenant space and the roof(s)
- Provide Parking for two (2) Vehicles

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 3 for the total lump sum labor fee below. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar Project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such

Project fees on the Client's behalf, an invoice for such fees, with a fifteen (15%) markup, will be immediately issued to and paid by the Client.

Task Number & Name		Fee	Type
1	Structural Site Investigation	$5,500	Lump Sum
2	Electrical Site Investigation	$4,300	Lump Sum
3	Form Preparation and Submittal	$9,800	Lump Sum
	Total	$19,600	

Lump sum fees and expenses will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn Project number.

Closure

The terms and conditions of Town of Pembroke Park "Civil Engineering Consultant Services Agreement" Contract; RFQ 22-03 shall govern this scope of services.

We appreciate this opportunity to submit this proposal. Please contact Stefano Viola at 954-535-5133 if you have any questions.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Stefano Viola, P.E.
Senior Vice President

TOWN OF PEMBROKE PARK

SIGNED: _____

PRINTED NAME: _____

TITLE:_____

DATE: _____

Agenda Item Report

Subject:	Proposal: 50-Year Safety Inspection of Town Hall Building
Meeting Date:	Commission Meeting - April 29, 2026
Prepared For:	Town Commission
Staff Contact:	Jeff Odoms, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	Staff requests that the Town Commission approve the proposal for providing engineering services as required for the Building Safety Inspection Program at Town Hall.
Background Information:	Due to the age of the structure, the Town has requested Kimley-Horn perform the required structural and electrical building safety inspection in accordance with BORA policy 05-05 of the Broward County Code. It is also our understanding that an official notice of violation has been issued on August 8th, 2022 from the Authority Having Jurisdiction (“AHJ”). Tasks will include: Structural and Electrical Site Investigation including Form preparation submittal.

Financial Impact:	Project fees on the Client's behalf, an invoice for such fees, with a fifteen (15%) markup, will be immediately issued to and paid by the Client. **Task Number & Name** / **Fee** / **Type** 1 — Structural Site Investigation — $5,500 — Lump Sum 2 — Electrical Site Investigation — $4,300 — Lump Sum 3 — Form Preparation and Submittal — $9,800 — Lump Sum Total — $19,600 Lump sum fees and expenses will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn Project number.
ATTACHMENTS	Kimley Horn Proposal

Agenda Item Report

Subject:	Consideration and authorization for the Town to execute the First Amendment to the Interlocal Agreement establishing the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County - Acting Clerk Commissioner Morrissette **RESOLUTION NO: 2026-041** **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, APPROVING THE FIRST AMENDMENT (THE FACILITIES AMENDMENT) TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; AUTHORIZING THE APPROPRIATE OFFICIAL TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT; AUTHORIZING THE TOWN CLERK TO PROVIDE A COPY OF THIS RESOLUTION AND THE EXECUTED FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	David Sigerson, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to Consider:	

Background Information:	On April 17, the Town received an email from the Solid Waste Authority: I am pleased to report that the Solid Waste Authority Master Plan has been approved by the Governing Board. The next step is for the parties to approve a First Amendment to the ILA (Facilities Amendment). The parties have 120 days to adopt and deliver to the Authority a Resolution approving the Facilities Amendment. The Facilities Amendment will be effective when the Authority has received resolutions approving the Facilities Amendment by the County and Municipal Parties, representing at least 80% of the total Municipal Parties population, no later than August 14, 2026. They are requesting a resolution be entered to enter into the amended agreement.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 4D81766-Final Facilities Amendment
2. 2026-041 Final Form of Resolution Approving Facilities Amendment

FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA

This First Amendment ("Facilities Amendment") to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida ("ILA") is entered into by and among Broward County, a political subdivision of the State of Florida ("County"), and the municipalities in Broward County that formally approve this Amendment pursuant to the ILA's terms and return an executed signature page (each, individually, a "Municipal Party" and collectively, the "Municipal Parties") (collectively, the "Parties" and each individually a "Party").

RECITALS

A. The Parties entered into the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida ("ILA") to form an independent special district known as the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida ("Authority"), which is charged with coordinating regional solid waste disposal and recycling programs pursuant to Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

B. The ILA became effective on August 16, 2023 ("ILA Effective Date"). It requires the adoption of a Facilities Amendment within thirty-six (36) months of the ILA Effective Date as part of the Formation Conditions. This Facilities Amendment, as defined in Section 3.3 of the ILA, is adopted pursuant to that requirement.

C. Section 3.3 of the ILA provides that, to be effective, the Facilities Amendment must be approved by the Broward County Board of County Commissioners and by the governing bodies of municipalities representing at least eighty percent (80%) of the total population of the Municipal Parties to the ILA.

D. As further described in Section 3.3 of the ILA, the purpose of the Facilities Amendment is to: (i) provide long-term contingency plans for waste disposal; (ii) address the use and disposition of Authority facilities and assets in the event of a Wind Down; and (iii) ensure the orderly and efficient allocation of services during that process. The Facilities Amendment reflects lessons from the prior regional solid waste system established in 1986 (the Broward Solid Waste Disposal District governed by the Resource Recovery Board), which dissolved in 2013 and gave rise to asset disputes and litigation that was eventually resolved by settlement in 2015. Through the Facilities Amendment, the Parties seek to avoid similar conflicts by clearly defining procedures for the use and disposition of Authority assets.

E. Consistent with the purposes listed above, this Facilities Amendment is designed to protect public funds and preserve investments in public infrastructure. The Facilities Amendment defines the facilities the Authority may own and operate, establishes standards for open and accountable operation of the System, and includes safeguards intended to keep the Parties' costs fair, predictable, and aligned

with the public interest. The Facilities Amendment also establishes a transparent, orderly Wind Down procedure in which the Authority's assets and liabilities are distributed to continue benefiting the public.

F. This Facilities Amendment does not alter, increase, or reduce the powers of the Authority and, once effective, the ILA, as amended by this Facilities Amendment, may only be modified in compliance with Article 16 of the ILA.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Facilities Amendment shall retain the meaning ascribed to such terms in the ILA.

2. Article 2, entitled "**DEFINITIONS**" of the ILA, is hereby amended to add the following new defined terms:

2.0.1 Authority Fund(s) means all monies and financial instruments held by or for the benefit of the Authority, including, without limitation, funds derived from revenues, fees, charges, debt proceeds, investment earnings, and sale proceeds. Authority Funds do not include Authority-Owned Assets.

2.0.2 Authority-Owned Asset(s) means property owned by the Authority, including, without limitation, real property or tangible property, whether used or unused, and any reserve funds dedicated to such property. This term includes Authority-Owned Facilities but does not include Authority Funds.

2.0.3 Authority-Owned Facility(ies) means any System Facility owned by the Authority and operated as part of the System in relation to the management, collection, disposal, processing, recycling, storage, or transfer of System Waste.

2.0.4 System Facility means any site, facility, or equipment, whether or not owned by the Authority, that is operated for the management, collection, disposal, processing, recycling, storage, or transfer of System Waste. This term includes, without limitation, any permanent drop-off center, recycling facility, transfer station, or solid waste disposal facility that receives System Waste. This term does not include real property not directly used for solid waste management, recycling, or resource recovery purposes

3. The Parties agree that this document constitutes the Facilities Amendment as described in Section 3.3 of the ILA and includes the required provisions as stated therein, and therefore the requirements contained Section 3.3 of the ILA are no longer operative.

4. Section 8.1.8 of the ILA is hereby amended as follows (with such deletions set as ~~strikethroughs~~ and such additions set as <u>underlines):</u>

8.1.8. To the extent permissible under applicable law and provided it does not interfere with County's ability to fulfill its statutory obligations, including under Section 403.706(1), Florida Statutes, the Authority will have the power to provide disposal for Authority Solid Waste generated in the Parties' jurisdictions. The Authority is not granted the power to own or operate a "solid waste disposal facility," as that term is defined in Section 403.703, Florida Statutes (2022), or sell or otherwise transfer an interest in such a facility, unless an amendment to this Agreement, granting such power to the Authority and setting forth the limits and extent of such power, is approved by the elected bodies of: (a) Municipal Parties representing at least ~~two-thirds (2/3)~~ eighty percent (80%) of the total population of the Municipal Parties, and (b) County.

5. A new Article 20 entitled "**AUTHORITY-OWNED FACILITIES: APPROVAL, LIMITATIONS ON OWNERSHIP AND POST-WIND DOWN CONSIDERATIONS**" is hereby added to read as follows:

ARTICLE 20. AUTHORITY-OWNED FACILITIES: APPROVAL, LIMITATIONS ON OWNERSHIP AND POST-WIND DOWN CONSIDERATIONS

20.1 **Purpose**. The Parties wish to provide a framework for the responsible stewardship of public infrastructure and to prioritize publicly owned transfer stations as critical assets that support the System's flexibility, address regional needs, and reduce costs for the public. The Parties also seek to establish a structured pathway to enable the potential expansion to more state-of-the-art public facilities in the future, if required and approved by the Parties pursuant to the terms of the ILA.

20.2 **Approved types of Authority-Owned Facilities**. Notwithstanding anything to the contrary in the ILA, the Authority has the power to own or operate the following without following the procedure set forth in Section 8.1.8 of the ILA:

20.2.1 "Transfer Stations," as defined in Section 403.703, Florida Statutes (2022);

20.2.2 "Permanent Drop-Off Centers," meaning any permanent collection site or facility primarily used for the lawful acceptance of System Waste from the public, that is not a "solid waste disposal facility" as defined in Section 403.703, Florida Statutes (2022); and

20.2.3 "Recycling Facilities," meaning any site, facility, or equipment primarily used for recycling or recovering materials, including, without limitation, the collection, transportation, separation, processing, or reuse of solid waste (or materials that would otherwise become solid waste) in the form of raw materials or intermediate or final products. This term is to be construed liberally to include, without limitation, any recovered materials processing facilities, material recovery facilities, yard waste or organics processing facilities, construction and demolition debris recovery facilities, pulverizers, compactors, shredding and baling plants, composting facilities, other volume reduction plants, biochar pyrolysis plants, organic anaerobic digesters, and other thermal, mechanical, or biological conversion facilities. This term does not include any landfill,

waste-to-energy facility, or other "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022).

Any Authority ownership or operation of any other type of "solid waste management facility," as defined in Section 403.703, Florida Statutes (2022), outside the scope of this Article 20, and not approved through an amendment adopted pursuant to Section 8.1.8 of the ILA, constitutes a material breach subject to the provisions of Articles 15 and 17 of the ILA, including injunctive relief where appropriate.

20.3 **Amendment related to other types of solid waste disposal facilities; requirements.** If, in the future, the Authority is granted the power to own or operate a "solid waste disposal facility" pursuant to Section 8.1.8 of the ILA, the amendment granting that power must, in addition to the requirements of that Section 8.1.8, also establish the rules, procedures, and funding mechanisms for allocating amongst County, the Municipal Parties and any other municipalities the costs of any capital expansion of a County-owned facility that may be required for County to meet its statutory obligations in the event of a Wind Down if caused by the individual or collective action of the Municipal Parties. The allocation of costs may include County paying all costs, the Municipal Parties paying all costs, or a shared arrangement.

20.4 **Other publicly owned System Facilities.**

20.4.1 Nothing in this Facilities Amendment prohibits any individual Party from owning or operating any "solid waste management facility," as defined in Section 403.703, Florida Statutes (2022), any Permanent Drop-Off Center, or any Recycling Facility.

20.4.2 The Authority may contract with any Party to receive services from, or obtain access to, any System Facility owned or operated by that Party. In return, the Authority may agree to a long-term commitment of System Waste to such System Facility or to any other terms mutually agreed upon by the parties. These agreements may include arrangements under which a Party constructs or acquires a System Facility for the Authority's benefit. However, unless the relevant contract expressly states otherwise, any System Facility owned by an individual Party will not be considered an Authority-Owned Facility and will remain the property of that Party upon Wind Down.

20.5 **Public-private partnerships.** The Authority may enter into public-private partnerships as permitted by applicable law. Notwithstanding the foregoing, the Authority is prohibited from entering into any public-private partnership that results in the Authority owning, in whole or in part, any "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022), unless the ILA is amended pursuant to Section 8.1.8 of the ILA.

20.6 **Protection of Authority-Owned Facilities.** Authority-Owned Facilities are held by the Authority in trust for essential governmental and public purposes and are dedicated to the provision of public solid waste and recycling services for the benefit of the Parties, their residents or businesses. Except to the extent expressly pledged pursuant to a written agreement, or as otherwise required under applicable law, Authority-Owned Facilities will not constitute general

assets of the Authority, and all Authority obligations will be non-recourse to Authority-Owned Facilities and payable solely from Authority Funds. No other creditor or claimant may levy upon, attach, execute against, foreclose upon, encumber, or otherwise interfere with any Authority-Owned Facility, and any entity that is not a Party to the ILA that contracts with or asserts a claim against the Authority is deemed, to the fullest extent permitted by Florida law, to have waived any right to receivership or injunctive relief affecting Authority-Owned Facilities. In the event of Wind Down, the Authority's outstanding obligations will be satisfied to the fullest extent possible with Authority Funds.

6. A new Article 21 entitled "**WIND DOWN OF AUTHORITY**" is hereby added to read as follows:

ARTICLE 21. WIND DOWN OF AUTHORITY

21.1 **Purpose**. The Parties desire to ensure that the System remains intact and that investments made in public infrastructure continue to serve public needs in the event of Wind Down. The Parties hereby designate the following rules for Wind Down of the Authority, the orderly transfer of services performed by the Authority, and the transfer of assets of the Authority to a successor entity (or to County if County chooses to perform those services upon Wind Down subject to the requirements set forth below) to benefit all Parties.

21.2 **Schedule**. The general schedule of Wind Down is illustrated in Table 1 below.

Table 1

Days after Notice of Wind Down	Required Action
Day 0	Executive Director issues Notice of Wind Down.
Day 45	Executive Director issues Comprehensive Inventory and begins settling the Authority's debts, liabilities, and obligations using Authority Funds.
Day 99	Deadline for County and Municipal Parties to agree on whether to transfer services to County or a successor entity to the Authority.
	Schedule below applies only to the standard procedure in Section 21.6.1
Day 100	Executive Director issues first Asset Offers to Parties.
Day 150	Applicable Parties' deadline to accept or decline first Asset Offer.
Day 150	The obligation to provide services is transferred to each Party for its geographic jurisdiction, unless County or successor entity has assumed services.
Day 151	Executive Director issues second Asset Offers to Parties.
Day 201	Applicable Parties' deadline to accept or decline second Asset Offer.
After Day 201	Authority sells any Authority-Owned Asset(s) declined by the Parties, uses the proceeds to pay remaining debts and liabilities, and distributes any remaining funds to the Parties.

	The following applies to the standard procedure and both alternate procedures.
No later than 365 days all transfers, debts, and liabilities resolved	Certification and dissolution of the Authority.

Pursuant to this Article 21, the Authority will first pay its debts and liabilities from Authority Funds. Next, once those debts and liabilities are paid, or such funds are exhausted, the Authority will transfer title of any Authority-Owned Assets to the Parties pursuant and subject to Section 21.7 and Article 22. If an Authority-Owned Asset is not transferred to a Party, the Authority will sell that asset. The Authority will use the sale proceeds to pay any remaining debts and liabilities. Finally, the Authority will distribute any surplus sale proceeds and any remaining Authority Funds among the Parties as provided below.

The running of any Wind Down deadline will not be tolled, suspended, delayed, or extended due to the existence of any dispute, request for clarification, or pending arbitration or litigation, except as expressly provided in this Section 21.2. Notwithstanding the foregoing, if the Executive Director or the Authority fails to meet any Wind Down deadline that is applicable to the Executive Director or the Authority, then any deadline applicable to the Parties that is expressly triggered by, or cannot reasonably be performed without, timely completion of such missed obligation will be automatically tolled for a period equal to the duration of such failure (measured from the missed due date until the obligation is satisfied), and the Parties will not be deemed in default for the resulting delay. The Wind Down schedule and all deadlines in this Article 21 are intended to promote fairness, limit dispute, and ensure the orderly and continuous transfer of services and Authority-Owned Assets during Wind Down, and are not intended to be punitive. Pending resolution of any dispute, the Authority and all Parties will continue to perform in good faith and proceed with Wind Down in compliance with this Facilities Amendment, and no tolling will apply except as expressly provided above. For the avoidance of doubt, the Authority will not be considered dissolved until certification pursuant to Section 21.8 below confirms that all Authority obligations have been fully performed and satisfied.

21.3 **Wind Down operations.** During the Wind Down period, the Authority will continue to operate solely for the limited purposes of concluding its affairs, preserving continuity of services, and maintaining assets until such responsibilities are assumed by other entities. The Authority may not accelerate or expand any contracts or enter into new contracts for goods or services that are not required to perform the actions necessary for Wind Down. All actions related to the Wind Down of the Authority will be overseen by the Executive Director and must be completed no later than the applicable deadline specified in this Article 21, including the following:

21.3.1 Providing all Parties a final, comprehensive inventory of all Authority activities, actions, assets, debts, and liabilities;

21.3.2 Liquidating, assigning, or otherwise lawfully disposing of Authority assets, debts, and liabilities;

21.3.3 Assigning all contracts necessary to ensure continuity of services being performed by the Authority and concluding all contracts not necessary for such purpose; and

21.3.4 Transferring operational responsibility for System Waste management services, recycling programs, and other services to the applicable Party(ies).

21.4 **Executive Director's Notice of Wind Down; inventory of assets.** The Executive Director will promptly begin the process of winding down the Authority's operations, upon the occurrence of any of the following events: the Parties fail to extend the ILA pursuant to Section 4.2.1 thereof; the Authority is dissolved by court order; a petition for insolvency or assignment for the benefit of creditors is filed, or any other action that requires or results in the dissolution of the Authority; or the ILA expires or is terminated.

Upon beginning such process, the Executive Director will promptly issue a written "Notice of Wind Down" to all Parties in compliance with the Notices section of the ILA. Within forty-five (45) days after issuing the Notice of Wind Down, the Executive Director will provide all Parties a comprehensive inventory of all Authority activities, actions, assets (including, without limitation, any Authority-Owned Facilities and service contracts), physical address of such assets, reserve funds, debts, and liabilities ("Comprehensive Inventory").

21.5 **Authority debt and liability**. Pursuant to Article 12 of the ILA and Section 163.01(7)(b), Florida Statutes, the Authority's debts, liabilities, and obligations do not constitute the debts, liabilities, and obligations of the Parties. Accordingly, the Authority will use the following process to settle its own debts, liabilities, and obligations.

21.5.1 Use of Authority Funds to satisfy debt, liabilities, and obligations. Upon issuing the Comprehensive Inventory to the Parties, the Executive Director will begin overseeing the payment of the Authority's debts, liabilities, and obligations. Subject to Section 6.9 of the ILA, all outstanding debts, liabilities, and obligations of the Authority, including, without limitation, accounts payable, contractual obligations, retirement liabilities, and any other claims, will be satisfied using all available Authority Funds before any Authority-Owned Assets are sold for that purpose. Regardless of the status of the payment of such debts, liabilities, and obligations, the Authority will begin the Authority-Owned Asset distribution process pursuant to Section 21.7 below. Only after asset distribution as described in Section 21.7 is completed may the Authority satisfy any remaining debts, liabilities, and obligations by selling Authority-Owned Assets that are not transferred to any Party and using the proceeds as described in Section 21.7.1.6 below.

21.5.2 Bond-related debts. The Authority will resolve bond-related debts in accordance with the applicable bond documents.

21.6 **Transfer of services**. The orderly transfer of services in the event of Wind Down is of paramount concern to the Parties. Accordingly, the Parties hereby designate three (3) options for transferring System Waste management services, recycling programs, and other services previously administered by the Authority, each with its own method for dividing obligations and

the manner by which the transfer or sale of Authority-Owned Assets occurs: (a) the standard procedure where each Party provides services or contracts with third parties for the provision of services within each Party's geographic jurisdiction; (b) if County and sufficient Municipal Parties agree, these services would be provided by County; or (c) if County and sufficient Municipal Parties agree, these services would be provided by a successor entity.

The service transitions described in this section may proceed through interim operational agreements, licensing arrangements, and assignment of contracted services, notwithstanding that title transfer of Authority-Owned Assets may occur later pursuant to Section 21.7 below.

21.6.1 Standard procedure; transfer to Parties individually. No later than one hundred fifty (150) days after the Notice of Wind Down is issued, each Party will become responsible for the management of solid waste generated within that Party's geographic jurisdiction (for County, the unincorporated areas) and for determining how recycling and other services previously administered by the Authority will be managed and provided, including by establishing, maintaining, modifying, or discontinuing any programs or contracts it deems appropriate. The Authority will cooperate with each Party, as the applicable Party may agree, to:

21.6.1.1 Assign, amend, or novate relevant service agreements;

21.6.1.2 Transfer records, equipment, and other operational resources;

21.6.1.3 Provide support to facilitate continuity of service during the transition; and

21.6.1.4 Provide each Party with a full accounting of the Authority's customers, service zones, and applicable infrastructure within each such Party's geographic jurisdiction (for County, the unincorporated area).

Each Party will be individually responsible for ensuring uninterrupted service to its geographic jurisdiction (for County, the unincorporated area), and for securing or entering into appropriate service agreements, upon the transition of services from the Authority. All Authority-Owned Assets will be distributed pursuant to Section 21.7.1 of this Facilities Amendment.

21.6.2 Alternate procedure; transfer to County. As an alternative to the standard procedure described in Section 21.6.1 above, County and Municipal Parties representing at least fifty-one percent (51%) of the Municipal Parties' population and at least fifty-five percent (55%) of the total tonnage of all of Broward County may agree, within 99 days after issuance of the Notice of Wind Down, that County will assume operational responsibility for all of the System Waste management services, recycling programs, and other services previously administered by the Authority (the "SWA Services") as follows:

21.6.2.1 Within 60 days of after the Notice of Wind Down is issued, County may issue a non-binding letter to the Municipal Parties indicating its interest to provide the SWA Services ("Service Offer");

21.6.2.2 If County issues a Service Offer, each Municipal Party may respond in writing to indicate its non-binding acceptance or rejection of County's Service Offer; however, any Municipal Party that does not respond before the Board of County Commissioners votes, as referenced in subsection (c) below, will be deemed to have rejected County's Service Offer;

21.6.2.3 The commencement date for County operational responsibility or the SWA Services will be provided for in the agreement between County and each of the applicable Municipal Parties; however, the commencement date may be extended by written notice from the Executive Director should that date interfere with other elements of Wind Down of the Authority; and

Upon receipt of County's written notice that it will provide the services and documentation of the relevant Municipal Parties' agreement, (a) the Authority will coordinate with County to transfer all operational functions, service contracts, Authority-Owned Assets, other equipment, customer data, and financial resources necessary to ensure an uninterrupted transition of the services to those Municipal Parties; (b) the Authority will retain interim custody and continue operations of those services until the transfer is effectuated; and (c) the Authority-Owned Assets associated with the performance of such services will be transferred to County pursuant to Section 21.7.2 below as part of the transition described above.

21.6.3 Alternate procedure; transfer to successor entity. As an alternative to the standard procedure in 21.6.1 above, if, within 99 days after the issuance of the Notice of Wind Down, both the Board of County Commissioners and municipal governing bodies representing at least fifty-one percent (51%) of the total population of the Municipal Parties and at least fifty-five percent (55%) of the total tonnage of Broward County, establish or designate a successor entity to provide the SWA Services, the Authority will cooperate with the successor entity to ensure continuity of operations, including, without limitation, the transfer of the applicable contracts, assets, and liabilities to that successor entity. The Authority will not transfer any such contracts, assets, or liabilities to a successor entity unless such transfer has received formal approval by both the Board of County Commissioners and the elected bodies of the requisite Municipal Parties. If the approvals described above are obtained, the transfer of any Authority-Owned Assets to the successor entity will proceed pursuant to Section 21.7.2 hereof.

21.7 **Disposition of Authority-Owned Assets**. During Wind Down, all Authority-Owned Assets (including, without limitation, any Authority-Owned Facilities and reserve funds) will be distributed as provided in this section and in a manner that ensures continued public benefit,

honors the source and purpose of such funds and assets, and recognizes operational control and jurisdictional authority over the related services.

Regardless of whether all available Authority Funds have been expended pursuant to Section 21.5.1 above, the Authority will work cooperatively with each recipient Party to undertake due diligence and execute all necessary deeds, bills of sale, assignments, and other instruments to lawfully effectuate the transfers described below, including, without limitation, provision for maintenance, insurance, and replacement planning.

21.7.1 Standard procedure; transfer to Parties individually. Notwithstanding anything to the contrary in in the ILA, if operational responsibility for the provision of System Waste management services, recycling programs, and other services previously administered by the Authority is not transferred to either County as provided in Section 21.6.2 above or a successor entity as provided in Section 21.6.3 above, this Section 21.7.1 will govern the disposition of Authority-Owned Assets and reserve funds.

21.7.1.1 Proposed asset offers. At any time after the issuance of the Comprehensive Inventory, any Party may submit to the Executive Director a written proposal identifying the Authority-Owned Asset(s) the Party asserts a right to acquire, together with the factual and legal basis for that assertion under this Facilities Amendment.

21.7.1.2 *Asset offer process*. On the one hundredth (100th) day after the Notice of Wind Down is issued, and not earlier, the Executive Director will send each Party a written offer listing the Authority-Owned Assets that the Party may take ownership of ("Asset Offer") pursuant to Section 21.7.1.4, below, subject to the following procedures:

21.7.1.2.1 Each Party will review the Authority-Owned Assets and give written notice of its decision to accept or decline ownership within fifty (50) days after issuance of the Asset Offer. This deadline applies only to the election to accept or decline. It does not apply to completing the legal transfer. If a Party does not give written acceptance within fifty (50) days, the Party is deemed to have declined the transfer.

21.7.1.2.2 After that fifty (50) day period ends, the Executive Director will send County a second Asset Offer for all Authority-Owned Assets not accepted by any Municipal Party. County has fifty (50) days after receipt to accept or decline in writing.

21.7.1.3 *Asset Offer; required contents*. The Executive Director will include the following information in each Asset Offer: (a) the location of the Authority-Owned Asset; (b) the type of asset; (c) if applicable, the most recent System Facility Report (defined below); (d) if applicable, the most recent permitting, licensing, or other regulatory documents; (e) a statement of the operational and environmental

condition of the Authority-Owned Asset; (f) any known liabilities associated with the Authority-Owned Asset; (g) if applicable, a statement of the specific reserve balances associated with the Authority-Owned Asset; (h) if known, an estimate of the costs of any necessary repairs; and (i) any other documents in the Authority's possession related to the maintenance and status of the Authority-Owned Asset. If any applicable, required content of an Asset Offer is omitted, the applicable Party's deadline to provide written notice of its decision to accept or decline ownership will be tolled until the Authority provides such missing content.

21.7.1.4 *Regional Assets*. Notwithstanding anything else stated in this Facilities Amendment, each Authority-Owned Asset listed below (each a "Regional Asset") will first be offered, subject to the provisions of Article 22, to County and then, if not accepted by County, to Municipal Parties following the procedure stated in Section 21.7.1.5 for non-Regional Assets:

21.7.1.4.1 any "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022) including, without limitation, any plant, material property, or equipment associated with such facility;

21.7.1.4.2 any "transfer station," as defined in Section 403.703, Florida Statutes (2022), materials recovery facility, or property that County elects to use in connection with County's obligations under Section 403.706(1), Florida Statutes;

21.7.1.4.3 any Authority-Owned Facility used for the management, collection, disposal, processing, recycling, storage, or transfer of storm debris that County elects to use in connection with County's obligations under Section 403.706(1), Florida Statutes; and

21.7.1.4.4 any non-monetary Authority-Owned Asset the ownership of which was transferred from County.

Any election made by County pursuant to this section will automatically be presumed valid if County provides a proposed asset offer pursuant to Section 21.7.1.1. above, subject to the dispute resolution process of section 17.1 of the ILA.

21.7.1.5 *Authority-Owned Assets other than Regional Assets.* For all non-monetary Authority-Owned Assets that are not Regional Assets (and for Regional Assets that County chooses not to exercise its first option pursuant to Section 21.7.1.2), that are, as of the date the Notice of Wind Down is issued, located within the geographic jurisdiction of a Party (for County, the unincorporated areas), such asset will be offered, subject to Article 22, to that Party. If such Authority-Owned Asset is physically located within the geographic jurisdiction of more than one Party (e.g., two (2) Municipal Parties or a Municipal Party and unincorporated Broward County), such property will be first offered, subject to Article 22, to the multiple

Parties for joint ownership by the applicable Parties; and if any such Party declines the transfer, the asset will be offered, subject to Article 22 to the other Party (or Parties) with geographical jurisdiction over the property. If all Parties to which an asset is offered decline to accept the asset, the asset will then be offered, subject to Article 22 to County and then to the other Municipal Parties.

21.7.1.6 *Tangible Personal Property of the Authority.* For such Authority-Owned Assets that constitute tangible personal property (i.e., not real property or Authority Funds), such as hauler vehicles or railcars, ownership will be allocated among the Parties in a proportionate and equitable manner based on the aggregate fair market value of such assets, taking into account both the number and condition of the assets.

21.7.1.7 Notwithstanding the foregoing, any non-monetary Authority-Owned Asset whose ownership was transferred to the Authority by a Municipal Party or County will be returned to the originating Party at no cost.

21.7.1.8 The foregoing requirements will also apply to any Authority-Owned Asset in which the Authority has an interest through a joint venture, public-private partnership, or other joint ownership model.

21.7.1.9 If any Authority-Owned Asset may not be distributed to any of the Parties in compliance with the procedures in this section due to requirements contained in applicable bond or other secured debt instruments, the Executive Director will provide the Parties with written notice as early as possible.

21.7.1.10 Any System Facility, or other element of the System, that is owned in fee simple by a Municipal Party or by County will not be considered an Authority-Owned Asset and will be retained by such Party.

21.7.1.11 *Sale of Authority-Owned Asset(s) declined by the Parties; application of sale proceeds*. After the Authority-Owned Asset distribution process is completed, any Authority-Owned Assets not transferred to a Party will be sold by the Authority on commercially reasonable terms following a commercially reasonable process. Nothing in this Facilities Amendment prohibits any Party from participating in this process the same as any non-Party, and any acquisition pursuant this process will not be subject to Article 22. The sale will be conducted through a competitive process determined by the Executive Committee, unless the Executive Committee, by a two-third (2/3) vote which must include County's representative, determines that an alternative process is appropriate, commercially reasonable, and in the public interest. The Authority will apply the net proceeds of any such sale first to satisfy any outstanding debts, liabilities, or other obligations of the Authority associated with the sold asset and any remaining unpaid debts, liabilities, and obligations of the Authority.

21.7.1.12 *Reserve funds; surplus Authority Funds and sale proceeds*. Reserve funds that are expressly designated for maintenance, repair, rehabilitation, replacement, or closure of a specific Authority-Owned Asset, and that are not expended pursuant to Section 21.5 above, will be transferred with the associated asset if, and solely to the extent that, such asset is transferred to one or more of the Parties. Such reserve funds will not transfer in connection with the sale of an Authority-Owned Asset to any third party.

Any surplus proceeds and any remaining Authority Funds not expended to satisfy the outstanding debts, liabilities, or other obligations of the Authority will be distributed among the Parties on a pro rata basis based on the most recent certified population estimates (for County, the unincorporated area) published by the Bureau of Economic and Business Research – University of Florida or other reasonable population data source selected by the Governing Board, subject to Section 6.9 of the ILA.

21.7.2 Alternate procedure if Authority operations are transferred to County or successor entity. Notwithstanding anything to the contrary in herein, if all of the SWA Services are transferred to County or to a successor entity pursuant to Section 21.6.2 or 21.6.3 above, the applicable Authority-Owned Assets (including, without limitation, Authority-Owned Facilities) and reserve funds associated with the assumed services, assets, and facilities will be transferred to the successor entity or to County, as applicable, and will not be subject to Article 22 below.

21.8 **Other distributions and transfers; certification of dissolution**. During Wind Down, the Executive Committee will act as a transition committee to oversee the final disposition of any assets and other details of Wind Down not expressly addressed by this Facilities Amendment or the ILA (including, without limitation, Section 6.9 thereof). Final disposition of any Authority-Owned Asset or other unaddressed detail will require the affirmative vote of: (a) a majority of the Municipal Parties' representatives on the Executive Committee; and (b) County's representative. Resolutions of disputes will follow the procedures described in Article 17 of the ILA. Upon the satisfactory completion of all Wind Down activities in compliance with the above and all applicable law, the Executive Director, the Chair, and the Vice-Chair of the Executive Committee, and the Chair and the Vice-Chair of the Governing Board, will certify in writing that all obligations have been resolved. Upon execution of such certification, the Authority will be deemed dissolved and all legal authority and operational responsibilities of the Authority will terminate.

7. A new Article 22 entitled "**OBLIGATIONS OF THE PARTIES AFTER WIND DOWN**" is hereby added to read as follows:

ARTICLE 22. OBLIGATIONS OF THE PARTIES AFTER WIND DOWN

22.1 **Purpose**. The Parties wish to ensure that any Authority-Owned Asset distributed due to the Authority's Wind Down continues to serve a regional benefit after Wind Down. Accordingly, the Authority will ensure that the obligations set forth in this Article 22 are incorporated into deed

restrictions recorded at the time such property is transferred, and that such deed restrictions clearly identify the Parties and any other entities that may enforce them.

22.2 **Obligation to continue operations**. To ensure that Authority-Owned Assets transferred to a Party continue to serve a public purpose after Wind Down, each Party that exercises its right to accept the transfer of an Authority-Owned Asset pursuant to Section 21.7.1.4 or 21.7.1.5 ("New Owner"), accepts such asset subject to the beneficial ownership and rights of the Parties set forth herein. Except as expressly provided for in this Article, the New Owner must operate each transferred asset for its then-existing purpose, or a related purpose that the Authority was authorized to perform or contract, for five years ("Transition Period"). If the transferred asset is an Authority-Owned Facility, it must be operated for its then-existing purpose or a related solid waste purpose during the Transition Period. The New Owner must operate or contract for the operation of the asset responsibly and in a commercially reasonable manner during the Transition Period. Nothing in this section prohibits the New Owner from expanding, improving, upgrading, or modernizing the asset, or from adding compatible uses, provided that such actions do not materially impair the asset's ability to serve its existing purpose during the Transition Period. If, at any time during the Transition Period, the New Owner elects to cease operating the asset for its prior purpose or for a related solid waste purpose that the Authority was authorized to perform or contract for, and instead elects to use it for a purpose unrelated to solid waste, the Transition Period as to that asset will terminate and the New Owner must pay the value of or sell the asset in accordance with the procedures stated in Section 22.4. The New Owner may at any time end the Transition Period as to any asset that was transferred to it and pay the value of or sell the asset in accordance with the procedures stated in Section 22.4. All Parties agree that any such election will not be grounds for any claim of a fraudulent or improper transfer to the New Owner.

Except as expressly provided for in this Article, the New Owner will not sell, lease, or otherwise transfer the asset during the Transition Period. For avoidance of doubt, this restriction does not prohibit contracts for operation, maintenance, or management that do not convey any ownership interest. Subject to the obligations in Section 22.3. below, and notwithstanding anything to the contrary in any other provision of this Facilities Amendment, the New Owner will have final authority to establish and modify rates, fees, and charges for services provided using the asset.

22.3 **Obligation to provide fair fees to contributing Parties**. To ensure that the Parties and their residents and businesses receive a fair financial benefit from assets their residents or businesses helped fund, the following applies to any New Owner that acquires an Authority-Owned Asset and uses that asset to provide fee-based solid waste services:

22.3.1 If the Authority previously operated the asset in a manner that provides lower fees to the Parties as compared to other users, the acquiring Party must continue a substantially similar fee arrangement during the Transition Period to benefit the Parties.

22.3.2 If the Authority did not operate the asset to provide lower fees to the Parties as compared to other users, but the Authority-Owned Asset was purchased or constructed using funds directly contributed by the Parties or collected through special assessment or

fees paid by the Parties or their residents or businesses, users receiving services for solid waste generated within a Party's jurisdiction will receive a credit against the fees charged for use of the asset during the Transition Period. The amount of the credit will be determined by the Authority's independent auditor, on a pro rata basis based on each Party's documented capital contributions relative to the asset's total capital cost, subject to approval by the Executive Committee pursuant to Section 21.8 above. The credit may be in the form of: (a) a uniform per-ton (or per-load) fee discount; (b) an annual service credit applied to invoices; or (c) if (a) or (b) are not practical, such other benefit as approved by the Executive Committee pursuant to Section 21.8 above that is consistent with the findings of the Authority's independent auditor. The credit will be applied to the fees otherwise payable for use of the asset. Notwithstanding the foregoing, the annual aggregate credit amount may not equal or exceed the acquiring Party's annual cost to operate the asset. In addition, no credit is required if the Authority's independent auditor determines that the aggregate annual benefit to all Parties and their residents or businesses would be less than one percent (1%) of the aggregate annual fees otherwise payable for services using the asset. If the New Owner fails to comply with subsection 22.3.1 or 22.3.2 above, the New Owner will have fifteen (15) days after written notice to cure such noncompliance. Any cure will include retroactive refunds or credits, as applicable, sufficient to place affected Contributing Parties and their residents or businesses in the same financial position they would have been in had the required fees or credits been properly applied when due. If the New Owner fails to cure within the fifteen (15) day period, then the Parties may bring a dispute pursuant to Section 17.1 of the ILA.

22.4 **Obligation to Pay For Or Sell Asset Upon Expiration of Transition Period**. At any time during the Transition Period, but no later than the expiration or earlier termination of the Transition Period, the New Owner will: (a) within 90 days after such election or expiration or earlier termination, as applicable, pay to the other Parties the then-current fair market value of the Authority-Owned Asset, taking into account the value of any reserve funds transferred by the in connection with the Authority-Owned Asset, as determined by an MAI appraiser or another appraiser with appropriate credentials and experience; or (b) promptly use its best efforts to sell the asset through a commercially reasonable, competitive sales process consistent with the New Owner's then-existing regulations for the disposition of that Party's property and in accordance with applicable Florida law. The appraised value (if the New Owner elected to continue ownership) or net sales proceeds (if the New Owner elected to sell the property), will be paid by the New Owner to all Parties on a pro rata basis based on the most recent certified population estimates (for County, the unincorporated area) published by the Bureau of Economic and Business Research – University of Florida or other reasonable population data source selected by the New Owner. Net sale proceeds will be the gross proceeds of the sale, less costs of sale and adjustments for any credits or prorations at the closing.

8. A new Article 23 entitled "**SYSTEM FACILITIES: INSPECTIONS, REPORTING, AND TECHNICAL REVIEW**" is hereby added to read as follows:

ARTICLE 23. SYSTEM FACILITIES: INSPECTIONS, REPORTING, AND TECHNICAL REVIEW

23.1 **Purpose**. The Parties recognize that solid waste and recycling services are essential public functions that depend on many System Facilities, each of which takes years to plan and construct and decades to fund, maintain, and operate through sustained collaboration. For that reason, the Parties hereby establish the following framework to maintain a safe, resilient, and compliant System that meets current and future needs, while reinforcing a strong, accountable, and enduring collaboration among the Parties.

23.2 **Inspection rights.** Upon any Party's written request to inspect any Authority-Owned Facility, the Authority will provide such Party, and Party's contractor(s), with access to the applicable Authority-Owned Facility within a within a reasonable time after receiving such request, provided that such access will not be unreasonably withheld, conditioned, or delayed. The Authority may condition such access on the requesting Party and its contractor(s) executing a reasonable release or indemnification agreement in favor of the Authority. The purpose of such inspection is to evaluate the operation and condition of the Authority-Owned Facility, including any equipment or infrastructure onsite. In addition, upon reasonable prior notice to the Authority, any Party may observe, monitor, and verify compliance with Flow Control Ordinances and other flow control obligations contained in the Master Plan or Article 11 of the ILA by tracking or following Hauler vehicles while transporting System Waste to System Facilities, provided that such observation will be conducted in a lawful manner, without interfering with Hauler operations, and in coordination with any reasonable safety or security protocols established by the Authority or the applicable System Facility operator. The Authority will cooperate in good faith with such verification efforts and will, upon request, provide available routing, delivery, or scale data reasonably necessary to confirm adherence to flow control requirements. The results of any inspection or verification constitute a public record, subject to any applicable legal exemptions or confidentiality restrictions.

23.3 **System facility report**. The Authority will ensure that the System can reliably manage all System Waste it is obligated to handle, and can maintain continuity of service, by evaluating the System Facilities' and the System's overall capacity and operational resiliency (each, a "System Facility Report"). A System Facility Report may be conducted at any time. However, the Authority must complete a System Facility Report within eighteen (18) months prior to the end of any Term of the ILA and, to the extent practicable, within eighteen (18) months prior to the initiation of Wind Down, in compliance with the following:

23.3.1 At a minimum, each System Facility Report will include:

23.3.1.1 <u>System Facility capacity versus projected tonnage</u>. A comparison of constructed and permitted System Facilities' capacity to projected System Waste tonnage over a reasonable planning horizon. The System Facility Report will identify any capacity shortfalls or constraints.

23.3.1.2 Authority-Owned Facility conditions. For each Authority-Owned Facility (whether or not operated by the Authority), an evaluation of its operational condition and environmental status, including, at a minimum, structural conditions; mechanical, electrical, and operational systems conditions; preventive and corrective maintenance status; remaining useful life of major systems and of each facility as a whole; and identification of any deferred maintenance or capital-repair needs. The System Facility Report will also include an analysis of the Authority's operation of each Authority-Owned Facility, identifying any level of throughput, collection, disposal, processing, recycling, storage, or transfer, as applicable, that is below commercially reasonable levels when compared to such facility's design capacity, the capacity authorized by applicable permits and licenses, or applicable industry standards.

23.3.1.3 Contracted facility capacity. Confirmation of the quantity, term, and enforceability of all firm contracted capacity available through the System. The System Facility Report will include a determination of whether such contracted System Facility capacity satisfies projected System Waste needs.

23.3.1.4 Contingency services. An assessment of contingency System Waste management services available to the Parties. The System Facility Report will include alternative facilities, redundancy, emergency arrangements, and surge capability for disaster debris or other extraordinary events.

23.3.2 Any System Facility Report used for Wind Down must contain information that is no more than eighteen (18) months old at the time Wind Down begins. In addition, no later than thirty-six (36) months before the end of any Term of the ILA, the Authority shall begin the process of preparing the System Facility Report, including deciding whether it will be prepared by Authority staff or a consultant and initiating any required procurement process.

23.3.3 The Authority must ensure that the System Facility Report final document includes concise findings and recommendations that are easily understood by a lay audience.

23.3.4 Within ten (10) days after completion, the Authority will provide each completed System Facility Report to all Parties and publish it on the Authority's public website.

The results of each System Facility Report will be used to supplement any Asset Offer issued during Wind Down and may be used to inform, support, or evaluate any proposed amendment to the Master Plan (including any amendment relating to System Facilities, contracted services, flow control, or rate and fee structures).

23.4 **County's right to technical review of matters relating to its statutory obligation to provide access to solid waste disposal capacity**. To ensure County's ability to meet its statutory obligation to provide access to solid waste disposal capacity throughout the incorporated and unincorporated areas of Broward County is not being impeded, County may, in County's sole

discretion and at County's expense, retain an expert to conduct audits, inspections, interviews, or evaluations related to System performance, capacity, compliance, planning, and future needs (each, a "County Technical Review"), as set forth below.

23.4.1 Scope of review. A County Technical Review may only address: (a) Authority operations at any Authority-Owned Facility; (b) the sufficiency of Authority plans, forecasts, and assumptions to meet projected solid waste management needs over a reasonable planning horizon; (c) vendor performance, the Authority's contract administration, and cost controls affecting the System; and/or (d) matters that have, or may in the future have, a material impact on County's statutory obligation to provide access to solid waste disposal capacity.

23.4.2 Authority cooperation. The Authority will cooperate fully with any County Technical Review. The Authority will provide County and County's expert reasonable access, during normal business hours and upon reasonable notice, to all relevant records, data, contracts, reports, and other documents. The Authority will also provide reasonable access to Authority-Owned Facilities and other locations under the Authority's control used for System purposes. The Authority will make Authority personnel available for interviews and reasonable information requests.

23.4.3 Recommendations; Governing Board presentation. County may present the results of a County Technical Review and any recommended corrective actions or other measures ("County Recommendations") to the Governing Board. If County elects to present County Recommendations, the Governing Board will hear the presentation within sixty (60) days after County's request to present, subject to the following procedures:

23.4.3.1 The Governing Board will vote to approve, approve with modifications, or reject County Recommendations no later than thirty (30) days after the presentation.

23.4.3.2 If the Governing Board approves County Recommendations, or approves them with modifications, the Authority will implement them within the time stated.

23.4.3.3 If the Governing Board does not approve any County Recommendation that relates to County's ability to meet its statutory obligations contained in Section 403.706(1),F.S. (or does not hear such County Recommendations or vote within the time required above), County may invoke the informal dispute resolution process under Section 17.1 of the ILA and, if not resolved, through that procedure, County may submit the dispute to binding arbitration.

23.4.4 Arbitration; standard of review. The standard of review in arbitration is whether, based on the totality of circumstances, the Authority has reasonably fulfilled its obligations for the services it has undertaken or agreed to provide by satisfying the following criteria

in a manner that does not materially impair County's ability to meet any of its statutory solid waste management obligations:

23.4.4.1 All standards and required levels of service stated in the Master Plan, as may be amended in accordance with the terms of the ILA; and

23.4.4.2 For any service the Authority has agreed or is obligated to perform, a level of service sufficient to:

23.4.4.2.1 Meet the Parties' current and reasonably projected needs for System Waste management in full compliance with all applicable laws, permits, industry standards; and

23.4.4.2.2 Ensure the continuous management of all System Waste and any other solid waste lawfully accepted into the System, including its transfer, processing, recycling, and disposal, and to secure prompt substitute services in the event of an emergency, disaster, or facility shutdown consistent with reasonable contingency planning practices.

23.4.4.2.3 Temporary interruptions resulting from prudent repair and maintenance activities, or as a result of force majeure (i.e., an event beyond the Authority's reasonable control) will not be deemed a failure to meet this standard. Notwithstanding the foregoing, a material interruption caused by inadequate planning, staffing, resourcing, contracting, preventive maintenance, other operational oversight, willful or negligent action or omission, or lack of reasonable diligence will constitute a failure to meet the standard.

23.4.4.3 Each of the foregoing requirements constitutes an enforceable contractual obligation of the Authority. The arbitrator(s) will have full authority to order and direct the Authority to perform such obligations and to award any relief authorized by law or equity in connection with the dispute, including, without limitation, relief available under Articles 15 and 17, including Section 17.5, of the ILA; provided, however, that the arbitrator(s) may not impose on the Authority any new obligations not otherwise imposed by applicable law, require the Authority to undertake the performance of any services not part of the Master Plan (as may have been amended pursuant to the provisions of the ILA), or to require the planning, financing, or construction of new Authority-Owned Facilities.

23.4.5 Selection of arbitrators. County and the Authority will mutually agree on an arbitrator. If County and the Authority are unable to agree to a single arbitrator, County and Authority will each select an arbitrator, and the two arbitrators will select a third arbitrator. Costs of arbitration will be shared on an equal basis between County and the Authority.

23.4.6 Reservation of rights. County's exercise of its rights under this Section 23.4, or County's decision not to exercise such rights in any instance, will not be deemed a waiver of any right or remedy of County under the ILA or applicable law. No waiver will be deemed effective unless in writing and signed by County.

9. A new Article 24 entitled "**MAXIMUM SERVICE CHARGES**" is added to the ILA to read as follows:

ARTICLE 24. MAXIMUM SERVICE CHARGES

24.1 Purpose. The Parties agree that cost control and transparency are essential to the long-term success of the System, and that no Party should face material rate increases without clear notice and broad consensus. Accordingly, the Parties hereby establish the following procedures to protect affordability, prevent sudden cost increases, and provide the Parties additional resources to manage System-related costs.

24.2 Limitation on service charges; Master Plan amendments impacting costs.

24.2.1 Maximum service charges. In no event will the amounts paid by any Party, or by any Party's residents or businesses, for initial services identified in the Master Plan that are provided by, or through, the Authority exceed the maximum amounts set forth in the Master Plan (the "Maximum Service Charges"). The Maximum Service Charges for those services may be increased only in accordance with the index or other adjustment mechanism stated in the Master Plan or established by the Governing Board upon adoption of the Master Plan, which index or adjustment mechanism must merely address customary annual cost adjustments for provided services as well as adjustments occasioned by emergencies or circumstances outside the control of the Authority (the "Adjustment Index").

24.2.2 Master Plan amendments increasing costs. Any amendment to the Master Plan or adoption of a replacement Master Plan is a "Cost Increase Amendment" if it would: (a) increase costs to the Parties or their residents or businesses above the Maximum Service Charges for the initial services, as modified by the Adjustment Index; (b) change, replace, or modify the Adjustment Index; or (c) provide for new service or technology that would increase the cost paid by any Party or that Party's residents or businesses above the Maximum Service Charges (as modified by the Adjustment Index).

24.2.3 Cost Increase Amendment procedures. A Cost Increase Amendment is effective only if approved in compliance with the following process. First, the Executive Committee must recommend approval of the Cost Increase Amendment by majority vote, including the affirmative vote of County's representative. Second, at a meeting of the Governing Board held at least forty-five (45) days after the Executive Committee's vote, the Cost Increase Amendment must be approved by: (a) the members of the Governing Board representing Municipal Parties comprising at least two-thirds (2/3) of the total population of the Municipal Parties; and (b) County's representative to the Governing Board.

24.3 Facility and service price review. As an exhibit or appendix to the Master Plan, the Authority will provide a required process by which the Authority periodically retains a qualified expert with experience in solid waste and recyclable materials pricing and market analysis to conduct a rate and fee competitiveness study. The results of such study may be used to inform, support, or evaluate any proposed amendment to the Master Plan or service agreement, including any adjustment to rates, fees, Maximum Service Charges, or other pricing provisions.

10. Section 6.2.4. entitled "Approvals" is hereby amended to include new language (as provided by underlines) as follows:

6.2.4. Approvals. Subject to Sections 6.8 and 7.1, the Governing Board may take official action only if: there is a quorum; the action is supported by an affirmative vote of a majority of the representatives present that are eligible to vote; and the action is also supported by the affirmative vote of members representing a majority of the Broward Tonnage of those members that are present and eligible to vote. Alternate members of the Governing Board will count towards quorum only when they are serving as voting members.

11. Section 6.5.1. entitled "Quorum" is hereby amended to include new language (as provided by underlines) as follows:

6.5.1. Quorum. A quorum of the Governing Board will be a majority of the total voting members, provided that the members comprising the quorum must represent at least one-half (1/2) of the Broward Tonnage. With respect to the Executive Committee, a quorum will be a majority of the total members voting members, provided that the members comprising the quorum must represent at least one-half of the Broward Tonnage of those Municipal Parties that are members of the Executive Committee. A quorum of the TAC will be a majority of the total voting members of TAC. Unless otherwise authorized by the Governing Board, the Executive Committee, or the TAC, as applicable, a quorum is determined on the basis of physical attendance. If there is a quorum, all members may vote regardless of whether they are attending the meeting physically or via remote conferencing technology.

12. The reference to Section 6.2.3, in Section 7.1.2.2 entitled "Adoption of Other Amendments to Master Plan," is hereby corrected to read "Section 6.2.4."

13. All other provisions of the ILA remain in full force and effect.

14. **Facilities Amendment Effective Date; Counterparts and Multiple Originals.** This Facilities Amendment will be deemed effective on the first business day after it has been executed by: (i) Municipal Parties representing eighty percent (80%) of the population of the Municipal Parties to the ILA; and (ii) County ("Facilities Amendment Effective Date"). The Facilities Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Notwithstanding the foregoing, this Facilities Amendment shall not become effective unless the Governing Board has first adopted a Master Plan in full compliance with the ILA. The Facilities Amendment does not alter, increase, or reduce the powers of the Authority and, once effective, may only

be modified in compliance with Article 16 of the ILA. The Facilities Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Facilities Amendment on the respective dates under each signature on behalf of each Party to this Facilities Amendment, signing by and through its Mayor or Vice-Mayor, authorized to execute same by action of its elected body.

[*SIGNATURE PAGES OF PARTIES TO FOLLOW*]

FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA

MUNICIPAL PARTY

MUNICIPALITY: _____

ATTEST: By: _____
MUNICIPAL MAYOR

_____ _____
MUNICIPAL CLERK Print Name

_____ day of _____, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

_____
Municipal Attorney

FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By_____
Attorney's Name (Date)
Senior Assistant County Attorney

By_____
Attorney's Name (Date)
Deputy County Attorney

FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA

JOINDER BY AUTHORITY

By affirmative vote of the Governing Board of the Authority, signing by and through its Chair or Vice-Chair, the Authority hereby joins in this Facilities Amendment and further agrees to be bound by all terms, conditions, and obligations stated herein that apply to the Authority.

Signed: _____

Print Name: _____

Title: _____

Date: _____

RESOLUTION NO. 2026-041

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, APPROVING THE FIRST AMENDMENT (THE FACILITIES AMENDMENT) TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; AUTHORIZING THE APPROPRIATE OFFICIAL TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT; AUTHORIZING THE TOWN CLERK TO PROVIDE A COPY OF THIS RESOLUTION AND THE EXECUTED FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park, has previously entered into the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (the "ILA") among Broward County, Florida (the "County") and twenty-eight municipalities in Broward County (each, individually, a "Municipal Party" and collectively, the "Municipal Parties") (collectively with the County, the "Parties," and each individually a "Party") effective as of August 16, 2023 ("ILA Effective Date"), that created the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County (the "Authority");

WHEREAS, the residents, businesses and tourists in Broward County generate 5,000,000 tons of solid waste annually, or 20,000 pounds per minute, double the national average per person;

WHEREAS, commissioned studies project that the amount of future solid waste generation in Broward County will increase by almost 50 percent over the next 40 years;

WHEREAS, the single existing Class I landfill in Broward County currently available for disposal of solid waste is reaching capacity, and will stop accepting Class I waste for disposal at the end of this year;

WHEREAS, the single existing waste-to-energy plant located in Broward County is at capacity and is unable to accept any additional solid waste;

WHEREAS, the County and its municipalities face a solid waste crisis based upon projected increases in the generation of solid waste;

WHEREAS, since the 2013 dissolution of the Resource Recovery System (which had been governed by the Resource Recovery Board), the municipalities and the County have failed to achieve the 75% statutory recycling goal, instead the County recycling rate is approximately 30%;

WHEREAS, even for those municipalities that are participating in recycling efforts, the contamination rates are far too high, resulting in less recycling and increased direct costs to the municipalities that are paid by their residents;

WHEREAS, following the dissolution of the Resource Recovery System and Resource Recovery Board, each of the 31 municipalities and the County (for the unincorporated area) were on their own to manage solid waste disposal and recycling, resulting in variability of costs and disposal services;

WHEREAS, the Solid Waste Working Group and subsequently the Authority have analyzed waste composition, waste generation, existing disposal capacity, and areas where significant improvements in solid waste management would yield economies of scale that are expected to result in lower processing and disposal costs, in order to achieve necessary goals of reduction, reuse and recycling to conserve needed disposal capacity;

WHEREAS, the Governing Board of the Authority, on March 20, 2026, adopted a Master Plan that will enable the Parties to work collaboratively, for at least the next 40 years, to implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to reduction, reuse, recycling, and disposal of solid waste generated in the County;

WHEREAS, the Master Plan outlines strategic actions across several key areas:

- Establishing a waste management system throughout the County that decreases dependency on landfill and waste-to-energy and reduces the risk of market-driven unpredictability of costs for ILA members.
- Ensuring all Parties benefit from streamlined operations, improved access to services, and meaningful participation in long-term decision-making.
- Promoting a circular economy that maximizes the diversion of solid waste from the waste stream into beneficial uses that support domestic supply chains and manufacturing while reducing the reliance on and extraction of virgin natural resources.
- Reducing waste generation through a robust education and outreach program, behavior change, and incentives for circular economy practices.
- Expanding recovery and recycling with construction and demolition (C&D) debris and mandatory commercial recycling ordinances, implementing curbside source-separated yard trash processing, and developing convenience recycling drop-off facilities to protect current and future disposal capacity and maximize value from recovered solid waste commodities for the benefit of ILA members.
- Optimizing the use of existing public and private infrastructure in the most economical and efficient manner, while identifying the potential for new

facility needs for transfer, processing, and disposal over the long term so as to achieve the goals of financial transparency, predictability and savings.

- Improving governance and financial stability via flow control mechanisms, assessment models, and regional policy and service harmonization;

WHEREAS, in order for the Authority to continue in existence, the ILA requires the adoption of a "Facilities Amendment" within thirty-six months of the ILA Effective Date as part of the Formation Conditions of the Authority, all as defined in the ILA;

WHEREAS, as part of the Formation Conditions, each Municipal Party's elected body has one hundred twenty days to adopt and deliver to the Authority a resolution approving the Facilities Amendment;

WHEREAS, if the Town fails to adopt and deliver to the Authority a resolution approving the Facilities Amendment within that one hundred twenty day period, it will be deemed to constitute the Town's withdrawal from the ILA;

WHEREAS, for the Facilities Amendment to be effective, it must be approved by the elected bodies of: (a) Municipal Parties representing at least eighty percent (80%) of the total population of the Municipal Parties; and (b) the County;

WHEREAS, on March 20, 2026, the Governing Board of the Authority voted to recommend the First Amendment to the ILA, which is attached hereto as Exhibit "A" to this Resolution (the "Facilities Amendment"); and

WHEREAS, the Town Commission of the Town of Pembroke Park, deems it to be in the best interest of the Town to support the Master Plan, to continue to be a Municipal Party of the Authority, and to approve the Facilities Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA THAT:

SECTION 1. The foregoing WHEREAS clauses are hereby ratified and incorporated as the legislative intent of this Resolution.

SECTION 2. The Facilities Amendment attached hereto as Exhibit "A" is approved together with such non-substantive changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney.

SECTION 3. The appropriate Town officials are authorized and directed to execute the Facilities Amendment and to send a copy of this Resolution and the executed Facilities Amendment to the Authority.

SECTION 4. The appropriate Town officials are further authorized to execute a revised version of the Facilities Amendment, if requested by the Authority, so long as the revised Facilities Amendment is substantively the same as Exhibit "A" and includes only non-substantive changes that are acceptable to the Town Manager and approved as to form and legality by the Town Attorney, and to send such revised Facilities Amendment to the Authority.

SECTION 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. If any clause, section, or other part of this Resolution shall be considered unconstitutional, or invalid in part, such unconstitutional or invalid provision shall be considered ineffective and will in no way affect the validity of the other provisions of this Resolution.

SECTION 7. This Resolution shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 13th day of May, 2026.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____

JACOB G. HOROWITZ
Town Attorney

EXHIBIT A

Agenda Item Report

Subject:	Consideration and approval of resolution to accept recommendation of Ranking and Award - RFP #26-01 Wastewater and Stormwater Utility Rate Revenue Sufficiency and Bond Feasibility Study - Sponsored by Procurement Administrator Woodbury **RESOLUTION NO: 2026-042** **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING OF PROPOSERS FOR RFP #26-01 "WASTEWATER AND STORMWATER UTILITY RATE REVENUE SUFFICIENCY AND BOND FEASIBILITY STUDY"; AWARDING THE CONTRACT TO THE TOP-RANKED FIRM, RAFTELIS FINANCIAL CONSULTANTS, INC.; AUTHORIZING THE TOWN ADMINISTRATION TO EXECUTE AN AGREEMENT IN THE ESTIMATED AMOUNT OF $118,000; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	Stephanie Woodbury, Procurement Administrator
Dept/Group:	Finance
Recommendation for Counsel to Consider:	
Background Information:	In accordance with the Town of Pembroke Park's Procurement Code, including Sections 2-126 and 2-128 requiring competitive solicitation for procurements meeting established thresholds, the Town issued a formal competitive solicitation "RFP #26-01 Wastewater

	and Stormwater Utility Rate Revenue Sufficiency and Bond Feasibility Study" and invited qualified firms to submit proposals to provide a comprehensive wastewater and stormwater utility rate revenue sufficiency study, including all supporting analyses and municipal financial advisory services necessary to evaluate the Town's wastewater and stormwater utilities to support long-term financial sustainability and capital planning. The scope includes financial advisory and analytical services to research, analyze, and report on the feasibility of issuing debt to finance capital improvements for the Town's wastewater and stormwater utility systems. The study shall assess the overall financial condition of the utilities and evaluate the potential impacts of various policy, operational, and financial scenarios on utility revenues, expenditures, reserves, and future rate adjustments. The Town intends that the resulting studies will serve as foundational planning tools to guide future rate-setting, capital planning, and financing decisions, enhance fiscal stewardship, ensure regulatory and bond covenant compliance, and promote transparency and accountability to the public. On January 21, 2026, in accordance with Florida Statutes, notices were posted in the legal bid advertisement of the Sun-Sentinel newspaper and on DemandStar.com, the Town's electronic bid platform. The notice was subsequently broadcast via DemandStar to 1,827 registered consultants. Thereafter, two (2) addenda were issued to address questions and provide clarification to prospective respondents, on January 29, 2026, and February 9, 2026. On February 16, 2026, the Town received and opened submission of three (3) timely proposals *(in alphabetical order):* Craig A. Smith & Associates, LLC, Raftelis Financial Consultants, Inc., and Willdan Financial Services, Inc. An Evaluation Committee was established comprised of four professionals, consisting of the Town's Public Works Director, Finance Director and Human Resource

Director.

On March 26, 2026, at a publicly advertised meeting, the Evaluation Committee submitted their initial scoring of the responses. The Evaluation Committee conducted a public discussion regarding the established evaluation criteria. Subsequent to the public discussion the Evaluation Committee scored the respondents as follows:

	Initial Score
1st. Raftelis Financial Consultants, Inc.	84.83
2nd. Willdan Financial Services, Inc.	82.34
3rd Craig A Smith & Associates, LLC	75.50

The submittals received were scored heavily on qualifications and past performance. Following the initial ranking, the Evaluation Committee thereafter determined that oral presentations for further clarification was not necessary. They felt that they had sufficient information, and the evaluation was completed objectively completed using the written submissions that show qualifications, experience and staff availability.

The Evaluation Committee approved the final ranking as follows:

	Final Score
1st. Raftelis Financial Consultants,	84.83

<table>
<tr><td></td><td><table>
<tr><td>Inc.</td><td></td></tr>
<tr><td>2nd. Willdan Financial Services, Inc.</td><td>82.34</td></tr>
<tr><td>3rd Craig A Smith & Associates, LLC</td><td>75.50</td></tr>
</table></td></tr>
<tr><td>Staff Recommendations:</td><td>The four (4) member Evaluation Committee recommend the Commission, after conducting their due diligence, concur with the ranking of the proposers as listed above and recommend that the Commission approve the recommendation of award and execute an agreement with the top ranked proposer Rafetlis Financial Consultants, Inc. in the estimated amount of $118,000 for the Town of Pembroke Park Wastewater and Stormwater Utility Rate Revenue Sufficiency and Bond Feasibility Study.

*Note: Following the Evaluation Committee’s review, ranking and recommendation of award, the Procurement Division engaged with Raftelis Financial Consultants regarding potential pricing flexibility of their proposal. As a result of these discussions, Rafatelis agreed to provide a voluntary price reduction, lowering their original proposed total cost from $131,000 to $118,000.</td></tr>
<tr><td>Procurement:</td><td>RFP</td></tr>
<tr><td>Financial Implications:</td><td></td></tr>
<tr><td>Alternatives:</td><td></td></tr>
</table>

Attachments:

1. Resolution No: 2026-042
2. RFQ_26-01 Evaluation Score Matrix March 26
3. RFP 26-01 Wastewater and Stormwater Utility Rate Sufficiency Study and Bond Feasibility Study w adde 1 and 2

4. Raftelis Financial Consultants Submittal w price amended

RESOLUTION NO. 2026-042

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING OF PROPOSERS FOR RFP #26-01 "WASTEWATER AND STORMWATER UTILITY RATE REVENUE SUFFICIENCY AND BOND FEASIBILITY STUDY"; AWARDING THE CONTRACT TO THE TOP-RANKED FIRM, RAFTELIS FINANCIAL CONSULTANTS, INC.; AUTHORIZING THE TOWN ADMINISTRATION TO EXECUTE AN AGREEMENT IN THE ESTIMATED AMOUNT OF $118,000; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park issued a formal competitive solicitation, RFP #26-01 "Wastewater and Stormwater Utility Rate Revenue Sufficiency and Bond Feasibility Study," in accordance with the Town's Procurement Code, including Sections 2-126 and 2-128, which require competitive solicitation for procurements meeting established thresholds; and

WHEREAS, the purpose of the RFP was to obtain qualified firms to provide a comprehensive wastewater and stormwater utility rate revenue sufficiency study, including all supporting analyses and municipal financial advisory services necessary to evaluate the Town's wastewater and stormwater utilities, assess long-term financial sustainability, and evaluate the feasibility of issuing debt to finance capital improvements; and

WHEREAS, notice of the solicitation was published on January 21, 2026, in the Sun-Sentinel legal advertisements and posted on DemandStar.com, reaching 1,827 registered consultants; and

WHEREAS, the Town issued two addenda on January 29, 2026, and February 9, 2026, to address questions and provide clarification to prospective respondents; and

WHEREAS, on February 16, 2026, the Town received three timely proposals from the following firms:

1. **Craig A. Smith & Associates, LLC**
2. **Raftelis Financial Consultants, Inc.**
3. **Willdan Financial Services, Inc.; and**

WHEREAS, an Evaluation Committee consisting of the Town's Public Works Director, Finance Director, and Human Resources Director met on March 26, 2026, at a publicly advertised meeting to review, score, and rank the proposals based on qualifications, experience, past performance, and staff availability; and

WHEREAS, the Evaluation Committee determined that oral presentations were not necessary and finalized the following ranking:

- 1st – Raftelis Financial Consultants, Inc. – 84.83
- 2nd – Willdan Financial Services, Inc. – 82.34
- 3rd – Craig A. Smith & Associates, LLC – 75.50; and

WHEREAS, following the Committee's recommendation, the Procurement Division engaged Raftelis Financial Consultants, Inc. regarding pricing flexibility, resulting in a voluntary reduction of their proposed cost from $131,000 to $118,000; and

WHEREAS, the Evaluation Committee recommends that the Town Commission approve the ranking and award the contract to the top-ranked proposer, Raftelis Financial Consultants, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The Town Commission hereby approves the Evaluation Committee's final ranking for RFP #26-01 as follows: 1) Raftelis Financial Consultants, Inc.; 2) Willdan Financial Services, Inc. and 3) Craig A. Smith & Associates, LLC.

Section 2. The Town Commission hereby awards the contract for the Wastewater and Stormwater Utility Rate Revenue Sufficiency and Bond Feasibility Study to Raftelis Financial Consultants, Inc. in the estimated amount of $118,000.

Section 3. The Town Officials are authorized to execute an agreement with Raftelis Financial Consultants, Inc. and to take all necessary actions to implement the intent of this Resolution.

Section 4. The foregoing WHEREAS clauses are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. If any clause, section, or other part of this Resolution shall be considered unconstitutional, or invalid in part, such unconstitutional or invalid provision shall be considered ineffective and will in no way affect the validity of the other provisions of this Resolution.

Section 7. This Resolution shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 13th day of May, 2026.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____

JACOB G. HOROWITZ
Town Attorney

	Pts	Craig A Smith & Associates	Raftelis Financial Consultants	Willdan Financial Services
Summary of Financial Consultant Team Qualifications and Subconsultants				
Brad Frishman		9	22	17
Dan Decoursey	**25**	20	22	20
James Davermann		19	23	25
Jeff Odoms		18	24	21
Total		**16.5**	**22.75**	**20.75**
Experience and Qualifications				
Brad Frishman		13	23	16
Dan Decoursey	**25**	20	22	20
James Davermann		16	25	24
Jeff Odoms		17	24	21
Total		**16.5**	**23.5**	**20.25**
Project Understanding, Approach and Availability				
Brad Frishman		15	21	20
Dan Decoursey	**25**	20	20	10
James Davermann		17	22	25
Jeff Odoms		18	23	20
Total		**17.5**	**21.5**	**18.75**
Price Proposal				
Scored by Procurement	**25**	**25**	**17.08**	**22.59**

Total Average Score Overall	**75.5**	**84.83**	**82.34**

REQUEST FOR PROPOSAL
RFP # 26-01

WASTEWATER AND STORMWATER UTILITY RATE REVENUE SUFFICIENCY AND BOND FEASIBILITY STUDY

Dear Potential Respondent:

NOTICE IS HEREBY GIVEN: The Town of Pembroke Park is soliciting proposals from all experienced and qualified financial consulting firms to provide a comprehensive wastewater and stormwater utility rate revenue sufficiency study, including all supporting analyses and municipal financial advisory services necessary to evaluate the Town's wastewater and stormwater utilities to support long-term financial sustainability and capital planning. The scope includes financial advisory and analytical services to research, analyze, and report on the feasibility of issuing debt to finance capital improvements for the Town's wastewater and stormwater utility systems.

The Town invites qualified contractors to submit sealed proposals in accordance with the requirements stated herein, no later than 10:00 a.m. on Monday, February 16, 2026, for "RFP #26-01 Wastewater and Stormwater Utility Rate Revenue Sufficiency and Bond Feasibility Study" at which time all proposals will be electronically decrypted and publicly opened.

All questions and/or comments regarding this request for proposal should be directed to the Procurement Department at the following email at procurement@tppfl.gov. All inquiries must reference "RFP No. 26-01 - Wastewater and Stormwater Utility Rate Revenue Sufficiency and Bond Feasibility Study in the subject line. No phone calls will be accepted in reference to this RFP. The deadline to submit questions is Friday, February 6, 2026.

Proposals must be submitted electronically through DemandStar.com by the date and time stated above. Any submission may be withdrawn until the date and time set above. Responses sent in any manner other than electronically via Demandstar.com will not be accepted. Hard copies, faxed proposals, and electronically submitted proposals sent directly to the Town will not be accepted. Proposals must be submitted prior to the deadline for submission. Proposers are responsible for taking all necessary steps to ensure that their proposal is uploaded before the due date and time. The Town is not responsible for technology and/or any other issues that cause the proposal deadline to be missed. Proposals will be opened publicly.

INTERPRETATION / ADDENDUMS

DemandStar.com is the preferred sourcing of notices, addenda, proposals and other communications. The Town is not under any obligation and does not guarantee that prospective proposers will receive email notifications concerning the posting, amendments or the close of the solicitation. Prospective

respondents are responsible for checking the DemandStar.com for information, addendum and updates concerning the solicitation. Unless otherwise noted, RFP documents are available at no charge.

The Town of Pembroke Park encourages all segments of this business community to participate in its procurement opportunities, including small business, minority/women owned businesses, and disadvantaged business enterprises. The Town does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The selection of the successful Proposers shall be at the Town's discretion and shall be made in a prompt manner after the receipt and evaluation of all RFP responses. The Town of Pembroke Park reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, to solicit and re- advertise for statements of qualifications and to make awards in the best interest of the Town.

AMERICANS WITH DISABILITIES ACT: Persons with disabilities needing a special accommodation to participate in this Request for Qualifications should contact the Town Clerk, Cynthia Garcia-Lima, at 954-966-4600 ext. 235 or email at townclerk@tppfl.gov , at least seven (7) days before the date that the accommodation is necessary.

TENTATIVE SCHEDULE OF EVENTS

EVENT	TIME &/OR DATE
Issuance of Solicitation (Posting Date)	Wednesday, January 21, 2026
Question Due Date	Friday, February 6, 2026
Proposals will be accepted until	Monday, February 16, 2026
Recommendation of Award to Town Commission	* March 2026
Commencement	* March, 2026

*Tentative

The Town reserves the right to accept or reject any and all RFPs in whole or in part, to waive informalities in the RFP documents, to obtain new RFPs, to postpone the opening of RFPs, or if unable to negotiate a satisfactory contract to terminate all negotiations under the RFP and proceed by whatever appropriate means it may elect.

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

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1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Proposers prior to the opening of Bids/Proposals.

Advertisement for Proposals: The public notice inviting the submission of bids for the work.

Applicable Law means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

Bid/Proposal Bond: A bond executed by a Bidder/Proposer and its Surety in the attached form guaranteeing that the Bidder/Proposer, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the Town, the Consultant and the Consultant's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Town Manager and/or Town Commission.

Chief Procurement Officer: The procurement and contracts manager, who is the individual in charge of and responsible for centralized procurement for the Town.

Contract: The written agreement between the Town and the Proposer for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Proposes, Proposal Form, Proposal Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Contract Manager: Town Manager or designee or duly authorized representative designated to manage the Contract.

Consultant: The individual, firm, partnership, corporation, or joint venture whose bid is accepted and who enters into a Contract with The Town and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

Consultant/Contractor means the person, firm, corporation, or other entity who enters into an agreement with the Town to perform the construction work for the Project.

County means Broward County, a political subdivision of the State of Florida and representatives authorized by the Board of County Commissioners or the Broward County Charter to act on behalf of County.

County Business Enterprise or CBE means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Consultant to the Town's Contract Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with The Town.

Notice To Proceed (NTP): The written communication issued by the Town to the CONSULTANT directing the CONSULTANT to begin contract work and establishing the date of commencement of the work.

Owner: The term Owner as used in this Contract shall mean the Town.

Oversight Board means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Consultant to fulfill the Consultant's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The Town's authorized representative designated to manage the Project.

Proposal/ Work Order Form: The form on which proposals are submitted

Services or Scope of Services means the work set forth in the Scope of Services attached to the Consulting Agreement, and shall include civil, structural, mechanical, and electrical engineering, architectural services, and other professional design services as applicable for the Project, and any optional services procured under the Original Agreement.

Small Business Enterprise or SBE means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

Subcontractor or Sub-consultant: Any person, entity, firm, or corporation, other than the employees of the Consultant, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Consultant and whether or not in private of Contract with the Consultant.

Town: A political subdivision, Incorporated Town within Broward County of the State of Florida, whose governing body is a Town Commission consisting of a Mayor, a Vice Mayor and three (3) Town Commission members.

Town Manager: The Manager of the Town of Pembroke Park.

The words **"Work", "Services", "Program", or "Project"**: All matters and things required to be done by the Proposer in accordance with the provisions of the Contract.

The words **"Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed"**, or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Town's Contract Manager; and similarly the words **"approved", acceptable", "satisfactory", "equal", "necessary"**, or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Town's Contract Manager. In resolving disputes and in all respects the Town Manager's decision shall be final.

1.2 VENDOR NOTIFICATION

It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Solicitation are encouraged to submit proposals. To get solicitation document, specifications and updates go to: www.demandstar.com

1.3 PROPOSERS RESPONSIBILITIES

Proposers are required to submit their bids upon the following express conditions:

A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions, and all other contract documents.

B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the solicitation conditions. No plea of ignorance, by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Town or the compensation due the Proposer.

1.4 SUBMISSION OF PROPOSALS

Proposals and Addenda thereto shall be electronically submitted in DemandStar,com by the due/time specified. Late bids will not be accepted.

1.5 ADDENDA

The Town may issue an addendum in response to any inquiry received, prior to the proposal opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The

Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documents.

Proposer(s) shall acknowledge receipt of any formal Addenda. Failure to acknowledge Addenda shall deem the response non-responsive provided, however, that the Town may waive this requirement in its best interest.

1.6 REJECTION OF PROPOSAL

The Town reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

1.7 WITHDRAWAL OF PROPOSAL

A. Proposals may not be withdrawn and shall be deemed enforceable for a period of one hundred twenty (120) days after the time set for the proposal opening.

B. Proposals may be withdrawn prior to the time set for the proposal opening. Such request must be in writing.

C. The Town will permanently retain as liquidated damages the proposal deposit furnished by any Proposer who requests to withdraw a proposal after the Proposal opening.

1.8 LATE PROPOSALS OR MODIFICATIONS

Only proposals received as of opening date and time will be considered timely. Proposal and modifications received after the time set for the Proposal opening will be rejected as late.

1.9 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Scope of Services, Proposal Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the Special Conditions, General Terms and Conditions, the Scope of Services, and the Proposal Submittal Section.

1.10 GOVERNMENT RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this proposal prior to delivery, it shall be the responsibility of the proposer to notify the Town at once. The Town reserves the right to accept the alteration or cancel the Contract at no expense to the Town.

1.11 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a Proposal for this contract is in doubt as to the true meaning of the specifications or other Proposal documents or any part thereof, he/she may submit to the Purchasing Division on or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Proposal, if made, will be made only by Addendum duly issued. The Town will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract.

1.12 INVOICING/PAYMENT

In accordance with Florida State Statutes, Chapter 218, payment will be made within forty-five (45) days after receipt of services and a proper invoice. The Town cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Proposers should state any payment discount in the space provided on the Proposal form.

1.13 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Town Manager:

Office of the Town Manager
3150 SW 52nd Ave
Pembroke Park, FL 33023
(954) 966-4600

and,

To the Town Attorney:

The Town
Office of the Town Attorney
Goren Cherof Doody Ezrol

3099 E Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
(954) 771-4500 X 5055

To the Consultant:

_____

_____

Notices will be sent to the Proposer at the e-mail address and to the person listed in the Proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.14 EMPLOYEES

All employees of the Proposer shall be considered to be at all times the sole employees of the Proposer under the Proposer's sole direction, and not employees or agents of The Town. The Proposer shall supply competent and physically capable employees and the Town is authorized to require the Proposer to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town.

1.15 AWARD OF PROPOSAL

The Town also reserves the right to award the contract on a individual item basis, or such combination as shall best serve the interest of the Town.

The Town also reserves the right to accept or reject any or all Proposals, part of Proposals, and to waive minor irregularities or variationsto specifications contained in Proposals, and minor irregularities in the process.

A. Responsibility: In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

B. Responsiveness: In order to be considered responsive to the solicitation, the firm's Proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

1.16 PROTESTS

A. Right to protest. Any Proposer or interested parties (hereinafter collectively referred to as the ("Proposer") who has a substantial interest in and is aggrieved in connection with the solicitation or proposed award of the RFP may protest to the Town Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from the specifications, requirements and/or terms set forth in the RFP.

1. Any person may protest the specifications contained in a solicitation issued by the Town by delivering a letter of specification protest to the Procurement Administrator between the date of the electronic release of the solicitation and five (5) days prior to the date the bids or proposals are due, excluding Saturdays, Sundays, and holidays observed by the Town. The date on which the letter of protest is received in the office of the CPO shall constitute the date of delivery.

2. Such protest must be made in writing (as provided for herein *Notice Requirements*) to the Town Manager and Town Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest RFP specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.

B. The Town may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees, and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.

C. Authority to resolve protests.

1. The Chief Procurement Officer (CPO) shall first have the authority to settle and resolve any written protest within seven (7) days from receipt of a timely written protest by sending a written decision to the protesting party by mail or email upholding or denying the protest or staying the award process for further investigation.

2. The protesting party may appeal to the Town Manager a decision by the CPO denying the protest by delivering a notice of appeal to the CPO within three (3) days from the protesting party's receipt of the CPO's decision. Upon

receipt of a timely notice of appeal the CPO will forward the protest to the Town Manager for consideration. The Town Manager may affirm, reverse, or modify the CPO's decision.

3. The Town's consideration of a timely written protest shall not necessarily stay the solicitation process, as may be in the best interest of the Town. The CPO may recommend to the Town Manager to render moot any written protest that is overtaken by events, in which case such protest may be abated and dismissed as determined by the Town Manager.

D. *Computation of days.* In computing any period of time prescribed or allowed by this protest policy, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or holiday observed by the Town, in which event the period shall run until the end of the next business day which is neither a Saturday nor Sunday, nor a holiday observed by the Town. Service of a protest or a notice of appeal by mail or courier shall not expand the time period allowed for delivery.

E. Responsiveness. Prior to any decision being rendered under this section with respect to a protest, the Town Manager and the Town Attorney, or their respective designees, shall certify whether the submission of the response to the RFP in question is responsive. The parties to the protest shall be bound by the determination of the Town Manager and the Town Attorney with regard to the issue of responsiveness.

F. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the Town Manager and the Town Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the Town Manager, the Town Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Seventieth Judicial Circuit in and for Broward County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the Town and attorney's fees incurred by the Town in defense of such wrongful action.

G. Stay of procurements during protests. In the event of a timely protest under this section, the Town shall not proceed further with the solicitation or with the award pursuant to the RFP unless a written determination is made by the Town Manager, that the award pursuant to the RFP must be made without delay in order to protect a substantial interest of the Town.

H. The institution and filing of a protest under this section is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the Town concerning the subject matter of the protest.

I. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.

J. At the time, the Town Manager's written recommendation for award of the RFP is presented at a meeting of the Mayor and Town Commission, the Town Attorney, or designee, shall present a report to inform the Mayor and Town Commission of any legal issues relative to any protest filed in connection with the RFP in question.

K. The determination of the Town Manager and the Town Attorney with regards to all procedural and technical matters shall be final.

1.17 AGREEMENT

An agreement shall be sent to the awarded Proposer to be signed, witnessed, and returned to the Town for execution. The Town will provide a copy of the fully executed agreement to the awarded Proposer.

1.18 DISQUALIFICATION OF PROPOSERS

A Proposer may be disqualified temporarily or permanently, and his/her Proposal(s) rejected for:

Poor performance or default, in the Town's opinion, on previous contracts with the Town. Poor performance or default, in the Town's opinion, on previous contracts with other public entities. Insufficient financial or company size, in the Town's opinion, to perform the requirements of the contract.

1.19 SUBCONTRACTING

The Proposer will not assign, transfer or sub-contract any work either in whole or in part, without prior written

approval of the Town. The Proposer shall furnish in writing to the Town the names of the Subcontractors. The Proposer shall not contract with any Subcontractors to whom the Town has made reasonable and timely objection. The final Subcontractors list shall be presented to the Town.

1.20 ASSIGNMENT

The successful Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the Town and Town's approval.

1.21 DEBARRED OR SUSPENDED PROPOSERS OR PROPOSERS

The Proposer or Proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

1.22 FRAUD AND MISREPRESENTATION

Pursuant to Broward County Code of Ordinances, Chapter 1 – Administration**,** Article XIV, Sections 1-276 through 1-286**,** any individual, corporation, or other entity that attempts to meet its contractual obligations with the Town through fraud, misrepresentation, or material misstatement, may be debarred from doing business with the Town. The Town as further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.23 COLLUSION

The proposer, by affixing his signature to this Proposal, agrees to the following: "Proposer certifies that his/her Proposal is made without previous understanding, agreement, or connection with any person, firm or corporation, making a Proposal for the same items, or the initiating Town department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.24 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a Proposal, the Proposer, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Consultant is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

A. The Consultant shall be liable and responsible for any and all claims made against the Town for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Town's continued use of the deliverables furnished hereunder. Accordingly, the Consultant at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Town and defend any action brought against the Town with respect to any claim, demand, and cause of action, debt, or liability. The Consultant shall be solely responsible for determining and informing the Town whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Consultant shall enter into agreements with all suppliers and subcontractors at the Consultant's own risk. The Town may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Town's judgment, use thereof would delay the Work or be unlawful.

1.25 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Proposers' requests to the contrary, at the time the Town provides notice of a decision or intended decision, or thirty (30) days after Proposal or bid opening, whichever is earlier.

Financial statements submitted in response to a request by the Town are confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of

bid/proposal submittals will be available for public inspection after opening of bids/proposals in compliance with Chapter 119 of the Florida Statutes. The Proposer shall not submit any information in response to this invitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the Town in connection with this RFP shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Proposer. In the event that the Proposer submits information to the Town in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the Town shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the bid/proposal. The redaction or return of information pursuant to this clause may render a Proposal/response non-responsive.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELE: 954-966-4600 ext. 235, EMAIL: TOWNCLERK@TPPFL.GOV AND MAILING ADDRESS:TOWN CLERK, 3150 SW 52nd AVE. PEMBROKE PARK, FL 33023

1.26 EXCEPTIONS TO PROPOSAL

The Proposer must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Town, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Town shall require the Proposer to comply with the particular term and/or condition of the RFP to which the Proposer took exception to (as said term and/or condition was originally set forth on the RFP.)

1.27 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Proposer shall indemnify and hold harmless the Town and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

Nothing herein shall be construed to extend the Town's liability beyond that provided in Section 768.28, Florida Statutes.

1.28 COPELAND "ANTI-KICKBACK"

Consultant and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.29 CHOICE OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and choice of law principles.

1.30 CLAIMS

Successful Proposer(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.31 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.32 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.33 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.34 DRUG-FREE WORKPLACE PROGRAM

Proposers are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Proposers shall complete and submit a copy of the attached form with their Proposal.

1.35 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Proposers shall sign and submit the attached form indicating understanding and compliance with the State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your Proposal being declared non-responsive; provided, however, that the low Proposer may be given the opportunity to submit the form to the Town within five (5) calendar days after notification by the Town, if this is determined to be in the best interest of the Town.

1.36 ACCESS TO RECORDS

The Consultant shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Consultant agrees to make available to the Town Auditor or the Town Auditor's designee, during normal business hours and in Broward, Miami- Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Consultant shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for five (5) years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the Florida Department of State, whichever is later.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELE: 954-966-4600 ext. 235, EMAIL: TOWNCLERK@TPPFL.GOV AND MAILING ADDRESS: TOWN CLERK, 3150 SW 52nd AVE. PEMBROKE PARK, FL 33023

1.37 BEST INTEREST OF TOWN OF PEMBROKE PARK

The Town reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.

1.38 INSURANCE REQUIREMENTS

The Proposer shall maintain and carry in full force during the Term the insurance required herein. Upon Town's notification, the Proposer shall furnish to the Purchasing Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

The successful Proposer shall furnish to the Town the certification or proof of insurance required by the provisions set forth above, within ten (10) days of notification of award.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by The Town.

The Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of

the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Town.

The selected firm shall provide a Certificate of Insurance listing The Town as "Certificate Holder" and "The Town is Additional Insurance as respect
to coverage noted."

The certification or proof of insurance must contain a provision for notification to the Town thirty (30) days in advance of any material change in coverage or cancellation.

A. WORKER'S COMPENSATION INSURANCE

Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees), but no less than
$1,000,000 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of The Town and its agents, employees and officials. The Consultant further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. LIABILITY INSURANCE

a. Naming The Town as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

b. Professional Liability (Errors and Omissions) coverage shall include coverage for all claims arising out of the services performed with limits not less than $1,000,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

C. COMPREHENSIVE GENERAL LIABILITY

Insurance including, but not limited to, Independent, Consultant, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Two Million and 00/100 Dollars ($2,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars ($1,000,000.00), each occurrence. (Combined single limits of not less than Two Million and 00/100 Dollars [$2,000,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars ($50,000.00) per occurrence, unless otherwise stated by exception herein.

D. COMPREHENSIVE AUTOMOBILE AND TRUCK LIABILITY

covering owned, hired, and non-owned vehicles with combined single limits of not less than One Million and 00/100 Dollars ($1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

E. WAIVER OF SUBROGATION

Required insurance coverages shall not prohibit the service provider from waiving the right of subrogation prior to a loss. Service provider shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

F. DEDUCTIBLE

Any deductible or self-insured retention must be approved in writing by the Town and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

G. FAILURE TO MAINTAIN COVERAGE

The service provider agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Town. The Town shall have the right to withhold any payment due the service provider until compliance with the insurance provisions of this agreement are satisfied.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Proposer. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:
The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.

NOTE: TOWN OF PEMBROKE PARK CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Agreement.

~~1.39~~ PERFORMANCE AND PAYMENT BOND: ~~-~~NOT REQUIRED

~~If a performance bond is required in Special Conditions, the Consultant shall within ten (10) working days after notification of award.~~

1.40 ELECTRONIC SUBMITTAL

Respondents shall submittal proposal documents electronically through www.demandstar.com.

The Town is not under any obligation and does not guarantee that prospective Proposers will receive email notifications concerning the posting, amendment or close of solicitations. Prospective Proposers are responsible for checking the DemandStar.com website for information and updates concerning solicitations. It shall be the Proposer's responsibility to verify the validity of all Proposal information received by sources other than those listed.

1.41 DISCLAIMER

The Town may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all Proposals; re-advertise this RFP; postpone or cancel at any time this RFP process; or waive any formalities of or irregularities in the process. Proposals that are not submitted on time and/or do not conform to The Town's requirements will not be considered. After all Proposals are analyzed, Proposer(s) submitting Proposals that appear, solely in the opinion of The Town, to be the most qualified, shall be submitted to The Town Commission, and the final selection will be made thereafter with a timetable set solely by The Town. The selection by The Town shall be based on the RFP, which is, in the sole opinion of the Town Commission, in the best interest of The Town. In all cases The Town shall have no liability to any Proposal for any costs or expense incurred in connection with this RFP.

1.42 CONFIDENTIALITY

As a political subdivision, The Town is subject to the Florida Government in the Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of The Town's evaluation are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.43 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered, or amended only by a written amendment duly executed by both parties hereto and their authorized representatives.

The Proposer shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder.

The Proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Proposer shall perform the same as though they were specifically mentioned, described, and delineated.

The Proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Town's Contract Manager.

The Proposer acknowledges that the Town shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Proposer agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Town. The

Proposer agrees to act in an expeditious and fiscally sound manner in providing the Town with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.44 PAYMENT FOR SERVICES / AMOUNT OBLIGATED

The Proposer warrants that it has reviewed the Town's requirements and has asked such questions and conducted such other inquiries as the Proposer deemed necessary in order to determine the price the Proposer will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Proposal Form. The Town shall have no obligation to pay the Proposer any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Town and experienced, and licensed the Proposer.

All Services undertaken by the Proposer before Town's approval of this Contract shall be at the Proposer's risk and expense.

1.45 PROPOSALS FIRM FOR ACCEPTANCE:

Proposer warrants, by virtue of submitting a proposal, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the Town for a period of one hundred twenty (120) days from the date of Proposal opening unless otherwise stated in the RFP.

1.46 MANNER OF PERFORMANCE

A. The Proposer shall provide the services described herein in a competent and professional manner satisfactory to the Town in accordance with the terms and conditions of the Agreement. The Town shall be entitled to a satisfactory performance of all services described herein and to full and prompt cooperation by the Proposer in all aspects of the services. At the request of the Town, the Proposer shall promptly remove from the project any Proposer's employee, subcontractor, or any other person performing Services hereunder. The Consultant agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Proposer.

A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Town from and against damages, losses, costs, and expenses (including reasonable attorneys' and experts' fees, interest, and court costs) to the extent such damages result from the negligent act, error, or omission of the Consultant, its employees, subconsultants, or anyone for whose actions Consultant is legally responsible. Town shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant from and against damages, losses, costs, and expenses (including reasonable attorneys' and experts' fees, interest, and court costs) to the extent such damages result from the negligent act, error, or omission of Town, its employees, construction managers, subcontractors, or anyone for whose actions Town is legally responsible. Neither of the parties is obligated to indemnity the other party in any manner whatsoever for its own negligence. The parties expressly agree this indemnity provision does not include - and in no event shall Consultant be required to assume - any obligation or duty to defend any claims, causes of action, demands, or lawsuits in connection with or arising out of this Agreement or the services rendered by consultant. The Town agrees to extend any and all liability limitations and indemnifications for performance of services under this Agreement to, in and including, but not limited to Consultant's officers and employees, their heirs and assigns, and Consultant's Subconsultants, their heirs and assigns.

B. The Proposer agrees that at all times it will employ, maintain and assign to the performance of the services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Proposer agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Town, should the Town make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

C. The Proposer warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Services described herein, in a competent and professional manner.

D. The Proposer shall at all times cooperate with the Town and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

The Proposer shall comply with all provisions of all Federal, State, and local laws, Statutes,

Ordinances, and regulations that are applicable to the performance of the Agreement.

1.47 INDEPENDENT CONSULTANT RELATIONSHIP

The Consultant is, and shall be, in the performance of all work services and activities under the Agreement, an independent Consultant, and not an employee, agent or servant of the Town. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Consultant's sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the Town shall be that of an independent Consultant and not as employees and agents of the Town.

The Consultant does not have the power or authority to bind the Town in any promise, agreement or representation other than specifically provided for in the Agreement.

1.48 AUTHORITY OF THE TOWN'S PROJECT MANAGER

A. The Consultant hereby acknowledges that the Town's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including but not limited to: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

B. The Proposer shall be bound by all determinations or orders and shall promptly comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Consultant agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

C. The Consultant must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Consultant and the Project Manager are unable to resolve their difference, the Consultant may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

a. In the event of such dispute, the parties to the Agreement authorize the Town Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Town Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Town Manager within 10 days of the occurrence, event or act out of which the dispute arises.

b. The Town Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Consultant's performance or any deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement.

CI. All such disputes shall be submitted in writing by the Consultant to the Town Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken.

CII. The Town Manager shall render a decision in writing and deliver a copy of the same to the Consultant. Except as such remedies may be

limited or waived elsewhere in the Agreement, Consultant and the Town reserve the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.49 MUTUAL OBLIGATIONS

The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations, where the Agreement imposes an indemnity or defense obligation on the Consultant, the Town may, at its expense, elect to participate in the defense if the Town should so choose. Furthermore, the Town may at its own expense defend or settle any such claims if the Consultant fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Consultant.

1.50 QUALITY ASSURANCE / QUALITY ASSURANCE RECORD KEEPING

The Consultant shall maintain, and shall require that its subcontractor and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Consultant and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of five (5) years from the expiration date of the Agreement and any extension thereof.

1.51 SUBSTITUTION OF PERSONNEL

In the event the Consultant wishes to substitute personnel for the key personnel identified by the Consultant's Proposal, the Consultant must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.52 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Consultant understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the Town were provided to the Consultant for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events, the Town makes no representations or guarantees, the Town shall not be responsible for the accuracy of the assumptions presented, the Town shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Consultant. The Consultant accepts all risks associated with using this information.

1.53 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.53 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

A. The Town may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Town through fraud, misrepresentation, or material misstatement.

B. The Town may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Town. Such individual, corporation or other entity shall be responsible for all direct and indirect costs

associated with such termination or cancellation, including attorney's fees.

C. Consultant acknowledges and agrees that ten dollars ($10.00) of the compensation to be paid by the Town, the receipt and adequacy of which is hereby acknowledged by Consultant is given specific consideration to Consultant for Town's right to terminate this Agreement for convenience.

D. The Town, through its Town Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant of such termination, which shall become effective within fifteen (15) days following receipt by the Consultant of such notice. If the Contract is terminated for convenience by

the Town, the Consultant shall be paid for any services satisfactorily performed up to the date of termination; following which the Town shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement may be debarred from Town contracting in accordance with the Town debarment procedures. The Consultant may be subject to debarment for failure to perform.

In addition to cancellation or termination as otherwise provided in the Agreement, the Town may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Consultant and in such event:

F. The Consultant shall, upon receipt of such notice, unless otherwise directed by the Town:

1. Stop work on the date specified in the notice ("the Effective Termination Date").

2. Take such action as may be necessary for the protection and preservation of the Town's materials and property.

3. Cancel orders.

4. Assign to the Town and deliver to any location designated by the Town any non-cancelable orders for deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services.

5. Take no action which will increase the amounts payable by the Town under the Agreement.

G. In the event that the Town exercises its right to terminate the Agreement pursuant to this Article the Consultant will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

2. Non-cancelable deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

H. All compensation pursuant to this Article is subject to audit.

1.54 EVENT OF DEFAULT

A. An Event of Default shall mean a breach of the Agreement by the Consultant. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Consultant has not delivered deliverables on a timely basis.

2. The Consultant has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel.

3. The Consultant has failed to make prompt payment to subcontractors or suppliers for any Services.

4. he Consultant has become insolvent (other than as interdicted by the bankruptcy laws) or has assigned the proceeds received for the benefit of the Consultant's creditors, or the Consultant has taken advantage of any insolvency statute or debtor/creditor law or if the Consultant's affairs have been put in the hands of a receiver.

5. The Consultant has failed to obtain the approval of the Town where required by the Agreement.

6. The Consultant has failed to provide "adequate assurances" as required under subsection "B" below; and

7. The Consultant has failed in the representation of any warranties stated herein.

B. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Consultant's ability to perform the Services or any portion thereof, the Town may request that the Consultant, within the time frame set forth in the Town's request, provide adequate assurances to the Town, in writing, of the Consultant's ability to perform in accordance with terms of the Agreement. Until the Town receives such assurances the Town may request an adjustment to the compensation received by the Consultant for portions of the Services which the Consultant has not performed. In the event that the Consultant fails to provide to

the Town the requested assurances within the prescribed time frame, the Town may:

1. Treat such failure as a repudiation of the Agreement.

2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the Town shall terminate the Agreement for default, the Town or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.55 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Consultant shall be liable for all damages resulting from the default, including but not limited to:

A. Lost revenues. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Town for procurement of Services, including procurement and administrative costs; and,

B. Such other direct damages.

The Consultant shall also remain liable for any liabilities and claims related to the Consultant's default. The Town may also bring any suit or proceeding for specific performance or for an injunction.

1.56 PROPRIETARY RIGHTS

A. The Proposer hereby acknowledges and agrees that the Town retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Town to the Proposer hereunder or furnished by the Proposer to the Town and/or created by the Proposer for delivery to the Town, even if unfinished or in process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Proposer as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Proposer shall not, without the prior written consent of the Town, use such documentation on any other project in which the Proposer or its employees, agents, subcontractors, or suppliers are or may become engaged. Submission or distribution by the Proposer to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the Town's copyrights or other proprietary rights.

B. All rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Proposer and its subcontractors specifically for the Town, hereinafter referred to as "Developed Works" shall become the property of the Town.

C. Accordingly, neither the Proposer nor its employees, agents, subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Proposer, or any employee, agent, subcontractor, or supplier thereof, without the prior written consent of the Town, except as required for the Proposer's performance hereunder.

1.57 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Proposer agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

B. Occupational Safety and Health Act (OSHA) as applicable to this contract.

C. Environmental Protection Agency (EPA), as applicable to this Contract.

D. All Consultants and subconsultants performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation;

and selection for training, including apprenticeship. The Consultant agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

E. Florida Building Code (FBC).

F. Notwithstanding any other provision of the Agreement, Consultant shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Consultant, constitute a violation of any law or regulation to which Consultant is subject, including, but not limited to, laws and regulations requiring that Consultant conduct its operations in a safe and sound manner.

1.58 FORCE MAJEURE

The Agreement which is awarded to the successful Proposer may provide that the performance of any act by the Town or Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Town shall have the right to provide substitute service from third parties or Town forces and in such event the Town shall withhold payment due Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the Town may, at its option and discretion, cancel or renegotiate the Agreement.

1.59 NONDISCRIMINATION

During the performance of this Contract, Proposer agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the job training. By entering into this Contract with the Town, the Proposer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Proposer or any owner, subsidiary or other firm affiliated with or related to the Proposer is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Proposer submits a false affidavit or the Consultant violates the Act during the term of this Contract, even if the Proposer was not in violation at the time it submitted its affidavit.

1.60 CONFLICT OF INTEREST

The Proposer represents that: No officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the grant of the Agreement.

A. There are no undisclosed persons or entities interested with the Proposer in the Agreement. The Agreement is entered into by the Proposer without any connection with any other entity or person making a Proposal for the same purpose, and without collusion, fraud, or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

   1. Is interested on behalf of or through the Proposer directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or

   2. Is an employee, agent, advisor, or consultant to the Consultant or to the best of the Proposer's knowledge, any subcontractor or supplier to the Proposer.

B. Neither the Proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer's faithful performance of its obligations under the Agreement; provided that the Town Attorney, in its sole discretion, may consent in writing to such a relationship, and provided the Proposer provides the Town with a written notice, in

advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Town's best interest to consent to such relationship.

C. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.

D. In the event Proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above,

Proposer shall promptly bring such information to the attention of the Town's Attorney. Proposer shall thereafter cooperate with the Town Attorney's review and investigation of such information and comply with the instructions Proposer receives from the Contract Manager in regard to remedying the situation.

1.60 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Proposer, its employees, agents, subcontractors, and suppliers, without the express written consent of the Town:

A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Proposer first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

B. Communicate in any way with any Consultant, department, board, agency, Commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Town; and

C. Represent, directly or indirectly, that any product or service provided by the Proposer, or such parties has been approved or endorsed by the Town, except as may be required by law.

1.61 BANKRUPTCY

The Town reserves the right to terminate this contract if, during the term of any contract the Proposer has with the Town, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

1.62 GOVERNING LAW/VENUE

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Broward County.

1.63 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Proposer and the Town under the Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

1.64 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any Town employee. Only those communications which are in writing from an authorized Town representative may be considered. Only written communications from Proposer, which are assigned by a person designated as authorized to bind the Proposer, will be recognized by the Town as duly authorized expressions on behalf of Proposer.

1.65 PROHIBITION OF INTEREST

No contract will be awarded to a proposing firm who has Town elected officials, officers or employees affiliated with it, unless the proposing firm has fully complied with current Florida State Statutes relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer or termination of the agreement, removal of the Proposer from the Town's Proposer lists, and prohibition from engaging in any business with the

Town.

1.66 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

1.67 E-VERIFY

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of:

(a) all persons employed during the contract term by the Consultant to perform employment duties within Florida; and

(b) all persons (including subcontractors) assigned by the Consultant to perform work pursuant to the contract with the State agency.

1.68 BUDGETARY CONSTRAINTS

In the event the Town is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum thirty (30) day notice prior to any such reduction in budget.

1.69 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the Town waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

1.70 SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

As a condition precedent to the effectiveness of this Agreement, subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), and that it is not engaged in a boycott of Israel. The Town may terminate this Agreement at the Town's option if the Consultant is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

1.71 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING - F.S. 287.05701:

Contractors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the Town will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the Town's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 COMPETENCY OF PROPOSERS

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a minimum of five (5) years and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and personnel to complete the Scope of Services. Proposer shall be insured, licensed and certified by all applicable local, county, and state agencies.

2.2 PERFORMANCE OF SERVICES

Proposer agrees to perform services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality services shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Town may be rejected.

2.3 CONTRACT TERM

The contract term shall commence upon final execution of the contract by the Town and shall expire upon the completion of services.

2.4 UNAUTHORIZED WORK

The Successful CONSULTANT(s) shall not begin work until a Contract has been awarded by the Town Commission and a notice to proceed has been issued. CONSULTANT(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the CONSULTANT(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the CONSULTANT(s) from commencing the work once the Town Commission has awarded the contract and notice to proceed is issued.

If the Proposer is awarded a contract under this solicitation, the price agreed between the Town and the selected Proposer shall remain fixed and firm during the term of contract, except for any change orders or variations that may be approved, which must meet the prior approval and authorization of the Town.

2.5 REQUESTS FOR INFORMATION

For Requests for Information (RFI) prior to the Proposal opening, the Proposer is to follow this procedure.For information concerning specifications please contact procurement@tppfl.gov Questions of a material nature must be received prior to the cutoff date specified in the solicitation. Material changes, if any, to the scope of services or proposal procedures will only be transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a Proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire Proposal response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted shall become part of any contract that is created from this RFP.

2.6 PROPOSER AS AN INDEPENDENT CONSULTANT

It is expressly agreed that the Proposer is an independent CONSULTANT and not an agent of Town. The Proposer shall not pledge or attempt to pledge the credit of Town or in any other way attempt to bind the Town.

2.7 PROPOSER'S REPRESENTATIONS

Proposer must familiarize itself with the nature and extent of the Solicitation Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Proposer must give Project Manager written notice of all conflicts, errors or discrepancies that he has discovered in the Solicitation Documents and the written resolution thereof by Project Manager is acceptable to Proposer.

2.8 PERSONNEL

Proposer's personnel shall carry photo identification, commercial driver's license, and show same to Town personnel at any time upon request. The Town reserves the right to request the same of Subconsultants.

2.9 REQUIRED LICENSES AND CERTIFICATIONS

Proposer must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of proposal submission.

2.10 PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.

If this contract contemplates the Town giving access to an individual's personal identifying information, then the following applies:

A. Pursuant to Section 287.138, Florida Statutes, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria of Section 287.1838, Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

2.11 NONCOERCIVE CONDUCT AFFIDAVIT.

Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

END OF SECTION

3.0 SCOPE OF SERVICES

The Town of Pembroke Park (the "Town") is seeking proposals from qualified professional consulting firms to provide financial consulting services to provide a comprehensive utility rate Study, including all supporting analyses and municipal financial advisory services necessary to evaluate the Town's wastewater and stormwater utilities to support long-term financial sustainability and capital planning.

The Town Manager reserves the right to make an award to the top-ranked, most qualified firm as determined by the Town and in the best interest of the Town.

3.1 INTENT AND PURPOSE:

The study shall assess the overall financial condition of the utilities and evaluate the potential impacts of various policy, operational, and financial scenarios on utility revenues, expenditures, reserves, and future rate adjustments.

The Town intends that the resulting studies will serve as foundational planning tools to guide future rate-setting, capital planning, and financing decisions, enhance fiscal stewardship, ensure regulatory and bond covenant compliance, and promote transparency and accountability to the public.

3.2 DESCRIPTION OF THE TOWN OF PEMBROKE PARK

The Town of Pembroke Park is a Florida municipal corporation and is in the southeastern part of the state in Broward County. The Town has a current estimated permanent population of 6,700 residents with a large influx of seasonal residents each winter. The Town has a total area of 1.7 square miles.

The Town is governed by five (5) Town Commissioners, operating under a Commission/Manager form of government and has 50 employees. The Town Commission is responsible for passing Town Ordinances and Resolutions, adopting the annual budget, appointing committees, and setting policies. The Town Manager is responsible for the overall management and administration of each Department within the Town and implements Town policies in the direction of the Town Commission.

3.3 MINIMUM QUALIFICATIONS

To be eligible to respond to this RFP, the Proposer must demonstrate sufficient capacity, resources and experience to provide the Town with the necessary services. Proposer that fail to meet all the following minimum criteria shall be noted as "non-responsive" and will not be evaluated/scored.

3.3.1 The Consultant must possess a minimum of five (5) years of demonstrated experience providing professional utility rate, revenue sufficiency, and financial

consulting services for municipal or governmental wastewater and/or stormwater utilities.

3.3.2 Firms must be authorized to do business in the State of Florida and must possess professional service registrations in accordance with applicable statutes, regulations, and rules. Firms must be knowledgeable of, and in compliance with, the requirements of all Federal, State, and local laws and regulations applicable to the provision of their services.

3.3.3 The Consultant must have sufficient qualified staff to complete applicable work in the time required and in accordance with State statutes and standards.

3.4 SCOPE OF SERVICES

The selected Consultant shall develop a comprehensive utility rate sufficiency study, including all supporting analyses and municipal financial advisory services necessary to evaluate the Town's wastewater and stormwater utilities. The work shall assess the financial condition of the utilities and evaluate the potential impacts of various policy and operational scenarios on utility revenues, expenditures, reserves, and future rate adjustments.

At a minimum, the utility rate model update shall include the following:

Evaluate current and projected operating and capital costs.

1. Evaluate revenues generated by the Town's wastewater and stormwater utility rates to determine whether they are sufficient to maintain operations at current service levels, while accounting for anticipated cost increases in the immediate and foreseeable future and addressing capital needs and system depreciation.

2. Evaluate whether revenues are sufficient to meet existing debt service coverage requirements and any future debt obligations that may be necessary to finance capital improvements.

3. Analyze the financial impacts of potential courses of action available to the Town.

4. Review and confirm policies regarding adequate reserve levels for operations, rate stabilization, and capital improvement and debt-related expenses.

5. Identify any required or recommended future rate adjustments necessary to ensure the long-term financial sustainability of the utility systems.

3.5 TOWN STAFF SUPPORT AND COOPERATION

The Town shall cooperate fully with the awarded Consultant and shall provide data, staff access, timely review comments, and meeting coordination as required to support the successful completion of the study.

3.5.1 Historical Utility Rate Assessment (2001–2025)

The Town has not performed a comprehensive or qualitative utility rate assessment covering the period from Fiscal Year 2001 through Fiscal Year 2025 for its utility systems. While certain historical documents may exist—such as select prior rate ordinances, limited financial summaries, or fragmented planning materials, the Town's historical utility rate records are incomplete and not centrally maintained, and therefore provide limited analytical value.

To the extent such historical information is available, the Town may provide reasonable access to existing records to the Consultant for background reference purposes only. Due to the absence of a complete and reliable historical dataset, the Consultant should anticipate limited record support from the Town for earlier fiscal years.

The Consultant shall conduct a fully independent and comprehensive evaluation for the Wastewater Utility Rate Study, Stormwater Utility Revenue Sufficiency Study, and Bond Feasibility Study. The Consultant's analysis shall be based primarily on current system conditions, verified financial data, regulatory requirements, and forward-looking assumptions, and shall not rely on historical rate studies or prior assessments except where such information can be reasonably validated.

3.6 WASTEWATER UTILITY RATE REVENUE SUFFICIENCY STUDY

The Consultant shall perform a comprehensive Wastewater Utility Rate Study for the Town in accordance with generally accepted public utility rate-setting principles and applicable Florida statutory, regulatory, and bond covenant requirements. The study shall be suitable for use in support of rate adoption, financial planning, and, if applicable, future debt issuance.

The Consultant shall evaluate the financial condition of the Wastewater Utility, assess revenue sufficiency, and develop rate recommendations designed to ensure long-term financial sustainability, compliance with debt covenants, and maintenance of adequate operating and capital reserves.

The Consultant shall coordinate closely with Town staff and shall incorporate Town policies, budget assumptions, and capital planning documents into the analysis.

3.6.1 Project Initiation and Data Collection – Task One

3.6.1.1 The Consultant shall prepare a comprehensive written data request identifying the financial, operational, customer, engineering, and planning data necessary to perform the Wastewater Utility Rate Study. Data shall include, but not be limited to:

- Historical financial statements and audit reports.
- Current and historical wastewater rate schedules and ordinances.
- Operating budgets, expenditure data, and staffing assumptions.
- Capital Improvement Plans (CIP), funding sources, and project schedules.
- Existing debt service schedules, bond ordinances, and covenant requirements.
- Wholesale treatment agreements and related rate structures.
- Fixed asset inventories and infrastructure data.
- Customer billing, consumption, and account data.

3.6.1.2 The Consultant shall review, validate, and incorporate the data into a defensible financial planning and rate modeling framework. Follow-up data requests may be required to ensure data completeness and accuracy.

3.6.1.3 This task shall include one (1) project kickoff meeting to confirm project objectives, scope, schedule, roles, and data requirements.

3.6.2 Customer, Sales, and Revenue Forecast – Task Two

3.6.2.1 The Consultant shall prepare updated customer, usage, and revenue forecasts for the Wastewater Utility using detailed billing and consumption data provided by the Town.

This task shall include:

- Review of historical customer counts and usage trends by service type and rate class.
- Evaluation of customer growth, demographic, and development assumptions.
- Development of customer and usage forecasts using best available information.
- Preparation of billing determinant profiles for use in financial and rate modeling.

3.6.2.2 Existing wastewater rates shall be applied to forecasted billing determinants to project baseline revenues over the study period. The

Consultant shall coordinate with Town staff to confirm forecast assumptions and validate results.

3.6.3 Revenue Requirements and Financial Forecast – Task Three

3.6.3.1 The Consultant shall prepare a five-year financial forecast and revenue requirements analysis for the Wastewater Utility based on the Town's proposed FY 2026 budget, adopted Capital Improvement Plan, and established financial policies.

The analysis shall include, at a minimum:

- Operations and maintenance costs.
- Capital expenditures and funding strategies.
- Existing and proposed debt service obligations.
- Debt service coverage requirements.
- Renewal and replacement funding needs.
- Transfers and other non-operating costs

3.6.3.2 Projected revenues shall include rate revenues, service charges, and other legally available income, including interest earnings. Existing revenues shall be compared to projected revenue requirements to assess the adequacy of current rates.

3.6.3.3 The Consultant shall perform a general review of compliance with existing and proposed debt covenants, including additional bonds tests and rate covenant requirements, as applicable.

3.6.3.4 Based on this analysis, the Consultant shall develop and evaluate up to three (3) rate adjustment and/or funding scenarios to address revenue sufficiency, affordability considerations, and financial policy objectives.

3.6.3.5 Up to two (2) meetings are anticipated for this task.

3.6.4 Wastewater Rate Design – Task Four

3.6.4.1 Based on the revenue requirements identified in section 3.5, the Consultant shall develop proposed wastewater rate structures consistent with Florida municipal rate-setting practices. Proposed structures shall include base charges and usage-based charges designed to promote equity, revenue stability, and compliance with applicable legal and bond requirements.

3.6.4.2 Up to two (2) rate design scenarios shall be evaluated.

This task shall include:

- Evaluation of the feasibility of a wholesale treatment cost adjustment clause.
- Comparison of proposed rates to existing Town rates.
- Benchmarking of proposed rates against comparable or neighboring utilities.

3.6.4.3 Up to two (2) meetings are anticipated for this task.

3.6.5 Study Results and Public Presentations – Task Five

3.6.5.1 The Consultant shall prepare a comprehensive written report and presentation materials summarizing study assumptions, methodologies, analyses, findings, and recommendations. The final work product shall be suitable for public presentation, adoption by the Town Council, and review by bond counsel and financial advisors.

3.6.5.2 Deliverables shall include:

- PowerPoint presentation materials.
- Draft and final written Wastewater Utility Rate Study report.
- Review and written comments on the Town's draft wastewater rate. resolution prepared by the Town Attorney.

3.6.5.3 The Consultant shall present the results of the Wastewater Utility Rate Study at:

- One (1) onsite public workshop, and
- One (1) onsite public hearing before the Town Council

3.6.5.4 Minimum Wastewater Utility Study Deliverables

At a minimum, the Consultant shall provide the following:

1. Written data request memorandum.
2. Five-year financial forecast and revenue requirements analysis.
3. Rate adequacy and debt covenant compliance analysis.

4. Proposed wastewater rate schedules and ordinances support.

5. Rate comparison and benchmarking analysis.

6. Public presentation materials.

7. Final Wastewater Utility Rate Study report suitable for adoption and future financing use.

3.7 STORMWATER UTILITY REVENUE SUFFICIENCY STUDY

The Consultant shall perform a Stormwater Utility Revenue Sufficiency Study to evaluate the financial condition of the Town's stormwater utility, assess the adequacy of existing revenues, and develop rate recommendations that support long-term operational stability and capital funding needs. The Study shall be prepared in accordance with generally accepted Florida municipal stormwater utility practices and shall be suitable for use in public hearings and rate adoption.

The Consultant shall coordinate closely with Town staff and incorporate Town financial policies, budgets, and capital planning documents into the analysis.

3.7.1 Project Initiation and Data Collection – Task One

3.7.1.1 The Consultant shall conduct one (1) kickoff meeting and prepare a written data request for operating, financial, customer, and planning information necessary to complete the Stormwater Utility Revenue Sufficiency Study.

3.7.1.2 Data shall include, but not be limited to:

- Operating budgets and projected operating expenses.
- Five-year Capital Improvement Plan.
- Equivalent Residential Unit (ERU) billing statistics.
- Staffing levels and future staffing needs.
- Existing stormwater rate schedules and ordinances.

3.7.1.3 The Consultant shall review, validate, and incorporate the data into a financial planning and analysis framework.

3.7.2 Stormwater Utility Financial Analysis – Task Two

3.7.2.1 The Consultant shall prepare a five-year financial analysis for the Stormwater Utility based on the Town's proposed FY 2026 operating and capital budgets.

3.7.2.2 The analysis shall include, at a minimum:

- Identification of expenditure needs for operations, maintenance, administration, equipment, capital improvements, asset replacement, and staffing.
- Projection of revenues under existing stormwater rates, including anticipated impacts of new development.
- Evaluation of the adequacy of current stormwater rates to meet identified funding requirements.

3.7.2.3 Based on the analysis, the Consultant shall develop and evaluate up to three (3) rate adjustment and/or funding scenarios.

3.7.2.4 Up to three (3) meetings are anticipated for this task.

3.7.3 Stormwater Rate Development – Task Three

3.7.3.1 Using the Town's existing stormwater rate methodology, the Consultant shall develop proposed stormwater rate adjustments to address identified revenue sufficiency needs.

3.7.3.2 This task shall include:

- Preparation of proposed stormwater rate schedules of up to three scenarios.
- Comparison of proposed rates with existing Town rates.
- Benchmarking against comparable or neighboring stormwater utilities.
- Review and written comments on the Town's draft stormwater rate ordinance prepared by the Town Attorney.

3.7.4 Stormwater Rate Development – Task Four

3.7.4.1 Using the Town's existing stormwater rate methodology, the Consultant shall develop proposed stormwater rate adjustments to address identified revenue sufficiency needs.

3.7.4.2 This task shall include:

- Preparation of proposed stormwater rate schedules up to three scenarios.
- Comparison of proposed rates with existing Town rates.
- Benchmarking against comparable or neighboring stormwater utilities.
- Review and written comments on the Town's draft stormwater rate ordinance prepared by the Town Attorney.

3.7.5 Stormwater Study Report and Public Presentations – Task Five

3.7.5.1 The Consultant shall prepare a comprehensive written Stormwater Utility Revenue Sufficiency Study report documenting study assumptions, methodologies, analyses, findings, and conclusions. The final report shall be suitable for public presentation and rate adoption.

3.7.5.2 The Consultant shall present the study results at up to two (2) onsite public meetings before the Town Commission.

3.7.6 Stormwater Utility Study Deliverables – Task Six

At a minimum, the Consultant shall provide the following deliverables:

- Initial written data request memorandum.
- Five-year stormwater utility financial analysis.
- Rate adequacy and scenario analysis.
- Proposed stormwater rate schedules.
- Rate comparison and benchmarking analysis.
- Public presentation materials.
- Final Stormwater Utility Revenue Sufficiency Study report

3.8 BOND FEASIBILITY STUDY

The Consultant shall provide professional financial advisory and analytical services to research, analyze, and report on the feasibility of issuing debt to finance capital improvements for the Town's wastewater and stormwater utility systems.

The Bond Feasibility Study shall evaluate the viability of a potential bond issuance, including projected revenues, operating results, debt affordability, and repayment

capacity, in a manner consistent with rating agency analytical frameworks commonly applied by Moody's Investors Service, S&P Global Ratings, and Fitch Ratings.

The Bond Feasibility Study shall be prepared following adoption of the Wastewater Utility Rate Study and the Stormwater Utility Revenue Sufficiency Study and shall be suitable for review by the Town, bond counsel, financial advisors, and credit rating agencies.

3.8.1 Data Acquisition and Review – Task One

3.8.1.1 The Consultant shall prepare a written data request identifying the information required to complete the Bond Feasibility Study. The Town shall compile and provide the requested information following adoption of the utility rate studies.

3.8.1.2 Data requested shall include, but not be limited to:

- Historical operating results for Fiscal Years 2021 through 2025 for each utility system.
- Historical customer billing information for the ten (10) largest customers of each system.
- Historical and projected population, development, and service area growth information.
- Updates to the Capital Improvement Program (CIP).
- Planning documents, including current and planned level-of-service standards.
- Any additional data necessary to perform the feasibility analysis.

3.8.1.3 The Consultant shall attend up to six (6) meetings, each up to two (2) hours in duration, with the Town's financing team to review data, confirm assumptions, and obtain direction on study objectives.

3.8.1.3 Data gathering and compilation activities associated with this task are anticipated to require approximately ten (10) hours of professional effort.

3.8.2 Historical and Projected Operating Results – Task Two

3.8.2.1 The Consultant shall review and summarize service area demographics and the types of customers served by the wastewater and stormwater utility systems, including projections of population and new

development by category (e.g., single-family, multi-family, commercial).

3.8.2.2 The Consultant shall compile and evaluate historical operating results for Fiscal Years 2021 through 2025 and develop projected operating results based on the adopted Wastewater Utility Rate Study and Stormwater Utility Revenue Sufficiency Study.

3.8.2.3 Projected operating results shall incorporate:

- Planned capital financing strategies and timing.
- Existing and proposed debt service requirements.
- Projected debt service coverage levels under base and stress scenarios.
- Sensitivity analyses reflecting potential changes in usage, expenses, or capital timing.

3.8.3 Preparation of Bond Feasibility Report – Task 3

3.8.3.1 The Consultant shall coordinate with the Town's engineering, financial, and legal staff, including bond counsel, to prepare a comprehensive Bond Feasibility Report structured to address key rating agency analytical considerations.

3.8.3.2 At a minimum, the Bond Feasibility Report shall include:

- Description of the wastewater and stormwater utility systems and service areas.
- Summary of adopted utility rates, rate-setting authority, and rate covenant provisions.
- Historical and projected operating results and financial metrics.
- Evaluation of revenue sufficiency, debt affordability, and projected debt service coverage.
- Discussion of proposed capital improvement financing plans, including pay-as-you-go and debt financing.
- Assessment of financial flexibility, including reserve levels and liquidity.

3.8.3.3 Up to three (3) draft iterations of the Bond Feasibility Report are anticipated prior to finalization.

3.8.4 Additional Bonds Test and Certificates – Task Four

3.8.4.1 Based on available historical and projected information, the Consultant shall prepare an Additional Bonds Test, if required by existing or proposed bond covenants, for inclusion in the Bond Feasibility Report.

3.8.4.2 The Additional Bonds Test shall evaluate compliance with rate covenant requirements and projected debt service coverage levels consistent with rating agency expectations.

3.8.5 Anticipated Deliverables – Bond Feasibility Study – Task Five

3.8.5.1 At a minimum, the Consultant shall provide the following deliverables:

- Written data request memorandum.
- Draft Bond Feasibility Study report addressing rating agency analytical factors.
- Final Bond Feasibility Study report suitable for credit review.
- Additional Bonds Test (if required).
- Closing Certificate or similar certification (if required).

3.8.6 Meetings – Task Six

The Consultant shall attend up to six (6) meetings during the course of the Bond Feasibility Study to discuss data, assumptions, study progress, and deliverables with the Town's financing team.

3.9 ADDITIONAL SERVICES

3.9.1 During the course of the project, the Town may request additional services beyond those specifically identified in this Scope of Services. Any such additional services shall be performed only upon prior written authorization issued by the Town's authorized representative and set forth in an addendum to the contract between the Town and the firm.

3.9.2 All additional services shall be compensated on a time-and-materials (hourly) basis using the Consultant's hourly rate schedule submitted with Section 4.0 Price Proposal and approved by the Town. No additional services shall be

performed, and no costs shall be incurred or reimbursed, without written authorization from the Town.

3.9.3 Additional services may include, but are not limited to, the following:

1. Attendance at meetings beyond those expressly contemplated in this Scope of Services.

2. General consulting services related to coordination with third parties, fee derivation, expert consultation, or litigation support.

3. Additional data gathering, research, or compilation beyond the assumptions of the tasks.

4. Schedule delays, suspensions, or scope modifications affecting the approved scope or budget that are not attributable to the Consultant.

5. Development of additional rate, revenue, or funding scenarios beyond those adopted in the utility rate studies.

6. Preparation of additional drafts or revisions of the Bond Feasibility Report beyond the three (3) draft iterations contemplated.

7. Extensive public outreach beyond stated meetings.

8. Bond Issuance, underwriting or closing services.

SECTION 4.0 PRICE PROPOSAL (25 Points)

1.1 PRICE PROPOSAL

The Proposer shall include the Lump Sum Cost proposed to perform the requirements of the work, and to complete the Project as described in this Solicitation. The Town will not be responsible for expenses incurred in preparing and submitting the technical and price proposal. Such costs should not be included in the proposal.

Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the Town.

Item	SCOPE OF SERVICES	
1	Wastewater Utility Rate Sufficiency Study, including all labor, data collection, analysis, meetings, and deliverables.	$_____ Lump Sum
2	Stormwater Utility Revenue Sufficiency Study, including all labor, overhead, data collection, analysis, meetings, and deliverables.	$_____ Lump Sum
3	Bond Feasibility Study, including all labor, overhead, meetings, analyses, and deliverables necessary.	$ _____ Lump Sum
Lump Sum Total (Lines 1 and 3)		$ _____

1.2 RATES AND SCHEDULE OF FEES FOR ADDITIONAL PROFESSIONAL SERVICES

The Proposer shall include a separate sheet in its Price Proposal identifying its schedule of fees and expenses, including hourly rates for all personnel classifications that may be utilized for Additional Services.

Any such additional services agreed to by the Town and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the Price Proposal, unless otherwise agreed to in writing by the Town.

SIGNATURE IS REQUIRED AT THE END OF THIS SECTION

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

END OF SECTION

SECTION 5.0 RESPONSE REQUIREMENTS

Respondents shall submit a complete proposal package in response to ""RFP #26-01 Wastewater and Stormwater Utility Rate Revenue Sufficiency and Bond Feasibility Study" no later than 10:00 a.m. Monday, February 16, 2026 at which time all submittals will be publicly opened. Proposals must be submitted electronically through DemandStar.com https://network.demandstar.com by the date and time stated above. Any proposals received after the due date and time specified will not be considered.

Proposers must carefully review all the materials contained herein and prepare their Proposals in accordance with this RFP. The detailed requirements set forth below will be used to evaluate the Proposals and failure of a Proposer to provide the information requested for a specific requirement may render their Proposal non-responsive and will result in rejection.

The Respondent shall submit in accordance with the content and format requirements set forth in this RFP. The Proposal shall be written in sufficient detail to permit Town of Pembroke Park to conduct a meaningful evaluation.

To ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the submittals be organized in the manner specified below. **Proposal packages shall be clearly divided using the below format with tabs and titles indicating sections as prescribed:**

By submitting a response, the respondent is accepting the instructions and conditions of this RFP and the respondent is acknowledging that their team is capable of performing all tasks contained in their proposal.

5.1 TITLE PAGE, TABLE OF CONTENTS, AND INTRODUCTORY LETTER

1. Cover must be clearly marked with the RFP number and project title; the Proposer's agency or firm name, address, telephone number, and name of contact person; and the date. Section dividers for each of the sections listed below should be included.

2. The table of contents shall list all major topics with their corresponding section title or heading and beginning page number.

3. Include an introductory letter which shall be addressed to the Town and titled as indicated on the cover page of this proposal. indicating the underlying philosophy of the firm in providing the services stated herein A legal representative of the successful firm, authorized to bind the firm in contractual matters must sign the cover letter and the proposal.

    a. The cover letter will state the name of the person(s) authorized to represent the er in any negotiations,

    b. The name(s) of the person(s) authorized to sign any contract that may result, the contact person's name, mailing or street addresses, phone and fax numbers, and email addresses.

5.2 COVER LETTER / EXECUTIVE SUMMARY (NOT SCORED)

The cover letter / executive summary should be signed by the Proposer's representative who is authorized to negotiate terms, render binding decisions and commit the Proposer's

resources. Summarize the Proposer's understanding of the work to be done and make a positive commitment to perform the work in accordance with the terms of the response being Current and projected workload of the Firm, provide project and client names and commencement and projected completion dates, and dollar value of the project.

A brief statement must be included which explains why your proposal would be the most effective and beneficial to the Town of Pembroke Park.

5.3 CONSULTANT, STAFF & SUBCONSULTANTS (SCORED 25 POINTS)

1. A concise summary of the key attributes of the prime Proposer's company and any of its sub-consultants shall be provided. Prime Proposer and sub-consultant responsibilities shall be discussed, with clear identification of the specific entity responsible for each portion of the work.

2. Describe services/functional roles to be performed by each team member (including all sub-consultants).

3. The selected Proposer will be required to commit that the key personnel and/or principals named in the proposal shall remain assigned to the project throughout the period of the contract. No diversion or substitution of personnel or principals will be allowed without submission of a written request with the qualifications and experience of the proposed replacement and agreement from the Town. The proposed key staff shall be named in the response.

4. Furthermore, Proposer shall clearly describe all examples where the prime Proposer and the sub- consultant(s) have worked together in Florida and in the United States in the last five (5) years and specific roles, responsibilities, and authority.

5.4 EXPERIENCE AND QUALIFICATIONS (SCORED 25 POINTS)

1. Provide a thorough background and qualifications summary of your firm in providing financial consulting services for comprehensive utility rate revenue sufficiently studies and bond feasibility studies. Proposers should emphasize both the experience and capability of particular personnel who will actually perform the work. Provide the relevant qualifications of the Key Staff proposed for the project. Provide key staff qualifications and resumes and shall all have a minimum of five years of applicable experience.

2. For each component of the envisioned deliverables and tasks (Section 3.5) as broadly described herein, the Proposer shall provide a summary discussion of the Proposer's technical qualifications and expertise for the scope elements of this project. The summary shall address all aspects of technical capabilities that the Proposer considers relevant and important for The Town of Pembroke Park.

3. Provide examples of three (3) to five (5) projects the firm took a lead role in the preparation of a utility rate revenue sufficiently studies and bond feasibility studies. The projects should be compatible in complexity, size, scope and discipline (as described in the Scope of Work (Section 3.4) and been undertaken during the past five years.

4. Proposer to provide a ist of three (3) to five (5) references the Town may contact (preferably from the projects of municipal agencies of similar size and demographics) with client contact information (current email and telephone). Information to be included on Proposer Questionnaire 7.3.

This section should be limited to 15 pages; however, proposed staff resumes included at the end of this section will not be included in the page count..

5.5 PROJECT UNDERSTANDING, APPROACH AND AVAILABILITY (SCORED 25 POINTS)

1. Provide a narrative of the firm's full understanding of the project and related work required and understanding of community parks and recreation services and the issues commensurate to the provision of such services.

2. Describe in detail the approach to the project identifying all tasks and activities that the firm will perform. Provide a project schedule identifying major activities and the amount of time required to complete each project activity. Include any innovative approaches to providing the services. Please address each component described in the scope of the project under Section 3.4 of the Scope of Work. as well as the methods used to complete assigned tasks.

3. Identify any issues or concerns of significance that may be appropriate.

4. Include project goals, anticipated outcomes, and timeframes for completion including work plan schedule after award of contract. Key provisions of the proposal should be clearly identified with timeframes.

5. Also provide information on your firm’s current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer.

This section should be limited to 10 pages.

5.6 REQUIRED PRICE PROPOSAL (SCORED 25 POINTS)

Required Section 4.0 Price Proposal Form shall be submitted in a separate sealed envelope and the form must be signed by an authorized representative of the firm.

The Project Cost for each proposer will be multiplied against the Town's estimated amounts, to determine the Proposal amounts for each proposer.

Then the Lowest Proposal will be divided by Proposer "X" Cost Proposal times the Maximum Available Points for the Pricing Criteria = Proposer "X" Cost Score.
Example:

Firm "A" cost proposal is $10,000 and is the lowest cost proposal
Firm "B" cost proposal is $15,000
Firm "C" cost proposal is $20,000

Maximum Points Available for the "Proposed Cost" criteria: 25

Calculation:

Firm "A": Lowest price and receives 25 points
Firm "B": $10,000/$15,000 x 25 points= 16.67 points
Firm "C": $10,000/$20,000 x 25 points= 12.5 points

5.7 FINANCIAL, REGULATORY, CONTRACT COMPLIANCE AND REFERENCES (NOT SORED)

Proposers shall also provide a summary statement regarding any legal charges and/or convictions of the organization or its officers regarding fraud, bribery, or criminal offenses. Specific legal matters and law suits within the last five (5) years.

Additionally, Proposer shall list any contracts or agreements terminated for convenience, cause, or default within the past three (3) years and shall provide an explanation of each occurrence (if any). If no occurrences, Proposer shall so indicate.

5.8 INSURANCE AND GUARANTEES

The prime Proposer shall include written evidence confirming the ability to provide the required coverages as outlined in Section 1.38.

The Town may require additional coverage to be included in the negotiated agreement, the coverages and amounts included herein are minimums.

5.9 PROFESSIONAL LICENSURE

State if the business is licensed, permitted and/or certificated to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

5.10 ACKNOWLEDGEMENTS

The Proposer shall complete, sign as required, and submit and all forms from Section 7 as a part of its submittal. Non-compliance with this requirement may result in the rejection of the proposal.

END OF SECTION

SECTION 6.0 THE EVALUATION PROCESS

6.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this Solicitation. A responsive Proposal is one that follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

6.2 REVIEW OF PROPOSALS FOR RESPONSIBILITY

Each Proposer will be reviewed to determine if the Proposer is a responsible Proposer. A responsible Proposer is a Proposer which the Town affirmatively determines (prior to the award of a contract) has the ability, capability and skill to perform under the terms of the contract; can provide the materials or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meet the Minimum Qualification requirements in this RFP.

6.3 EVALUATION CRITERIA

Proposals will be evaluated by a committee who will score and rank Proposals on the criteria listed below. The Evaluation Committee will be comprised of appropriate Town personnel and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge.

Award will be made to responsible firm possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted. The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The criteria are itemized below with their maximum scores for a maximum total of one hundred (100) points per proposal.

Evaluation Criteria	Maximum Points
Summary of Financial Consultant Team Qualifications and Subconsultants	25
Experience and Qualifications	25
Project Understanding, Approach and Availability	25
Price Proposal	25
Total Possible Points	**100**

The above is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Committee during the shortlisting and final anking of Proposers by establishing a general frame work for those deliberations. During the evaluation process, Town reserves the right, where it may serve the Town best interest, to request additional information or clarification from Proposers.

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the lowest volume of work on Town projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City's option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the Town limits or principal office closest to Town Hall.

6.2 ORAL PRESENTATIONS

Upon completion of the initial criteria evaluation ranking, the Committee may elect to shortlist all responsive proposals and may proceed with conducting oral presentation(s) with the Proposer(s) which the Evaluation Committee deems to warrant further consideration. Should the Town require such oral presentation(s), the Proposer will be notified seven (7) days in advance of appearing before the Evaluation Committee. The Proposer's Project Manager shall be the sole presenter. The Evaluation Committee will then re-rank the finalist's proposals. The Town also reserves the right to request additional materials of Proposers, including, but not limited to, financial statements, etc. Upon completion of oral presentation(s) and/or facility site visits, the Committee will re-evaluate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation(s) and/or facility site visits.

6.3 PRICE EVALUATION

After the initial evaluation of the Proposals, the Town will evaluate the price Proposals of those Proposers remaining in consideration. The price Proposal will be evaluated on how well it matches the Proposer's understanding of the Town 's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest- ranked Proposer. The Town reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of the Town.

6.4 NEGOTIATIONS

Contract(s) may be awarded on the basis of offers received, without discussion. Therefore, proposals should contain the Proposer's best terms. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations, the Evaluation Committee will recommend that a contract be negotiated with the highest ranked responsive and responsible Proposer. Pursuant to Section 287.055(9)(c)2 Florida Statutes, the Town may select no fewer than three firms with which to commence negotiations. The Town may enter into contract negotiations with the recommended Proposer or take such other actions in the best interest of the Town.

6.5 CONTRACT AWARD

The Town reserves the right to waive formalities in any response and further reserves the right to take any other action that may be necessary in the best interest of the Town. The Town further reserves the right to reject any or all responses, with or without cause, to waive technical errors and informalities or to accept the response which in its judgment, best serves The Town.

Any contract, as a result of this RFP, will be submitted to Town Manager for considerations and may be submitted to the Town Council for their approval. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the Town to be in the best interest of the Town. The Town's decision to make the award and which proposal is in the best interest of the Town shall be final.

END OF SECTION

SECTION 7.0 REQUIRED FORMS

Business Name: _____ D.B.A.:_____

Business Address: _____

City :_____ State:_____ Zip: _____

Federal I.D. No.: _____

1. Acknowledgement of Addendum

By responding to this sealed Solicitation, the Bidder/Proposer makes all representations required by the Solicitation and further warrants and represents that Bidder/Proposer acknowledges that it has received and examined copies of the entire Solicitation documents including all of the following addenda:

Addendum No.:_____Dated:_____ Addendum No.:_____Dated:_____

Addendum No.:_____Dated:_____ Addendum No.:_____Dated: _____

☐ No Addendum Issued

2. Conflicts of Interest*

Respondent covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Respondent to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Respondent any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Respondent, and its subconsultants at any tier, certify that they have not entered into any contract, subcontract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Respondent or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Respondent, and its subconsultants at any tier, shall insert the following provision into each of their contracts and subcontracts: "No member, officer, or employee of the subconsultant, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

Do you have any Conflicts of Interest to report?

☐ Yes

☐ No

**Response required*

When equals "Yes" Please upload a document listing all your Conflict of Interest

3. No Contingency Affidavit*

Affiant certifies the following:

a. Neither Firm nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not and will not pay, a fee the amount of which is contingent upon the Town of Pembroke

Park awarding a contract.

b. Firm warrants that neither it, nor any principal, employee, agent, or representative has procured, or attempted to procure, a contract with the Town of Pembroke Park in violation of any of the provisions of the Broward County conflict of interest and code of ethics ordinances.

c. Consultant acknowledges that a violation of this warranty may result in the termination of any contracts and forfeiture of funds paid, or to be paid, to the Consultant if awarded a contract.

☐ Please Confirm

**Response required*

4. Copeland Anti-Kickback Affidavit*

Affiant certifies that no portion of any sums will be paid to any employees of the Town of Pembroke Park, its elected officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by Proposer or any member of Proposer's firm or by any officer of the corporation in exchange for business with the Town of Pembroke Park.

☐ Please Confirm

**Response required*

5. Certifications*

Respondent certifies that they comply (or will comply) with the statements concerning, but not limited to: Compliance with Laws, Conflict of Interest, Convictions, Debarment, Discriminatory Vendor, Drug Free Workplace, Equal Employment Opportunity, E-Verification System, Gopher Tortoise Relocation, Immigration and Nationality Act, Lobbying, Non-Collusion, Prohibited Interests, Public Entity Crime and Scrutinized Companies.

☐ Please Confirm

**Response required*

6. Compliance with Laws*

Respondent shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority . These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Code of Federal Regulations and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

☐ Please Confirm

**Response required*

7. Convictions*

Respondent has fully informed Owner of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

☐ Please Confirm

**Response required*

8. Debarment*

Respondent certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three -year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise Town immediately if their status changes and will provide an explanation for the change in status.

☐ Please Confirm

**Response required*

9. Drug-Free Workplace Certification*

In accordance with Florida Statute 287.087 (current version), Respondent hereby certifies the following:

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

3. Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

4. Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

By clicking confirm below, Respondent certifies that the information as provided in this Drug-Free Workplace Certification, is truthful and correct at the time of submission.

☐ Please Confirm

**Response required*

13. Discriminatory Vendor*

Respondent certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with public entity.

☐ Please Confirm

**Response required*

14. Equal Employment Opportunity*

Respondent shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C.§ 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. Seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Respondent shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the Secretary of Labor, or Town may require. The above shall be required of any subcontractor hired by Respondent. All Equal Employment Opportunity requirements shall be included in all non-exempt subcontracts entered into by Respondent. Subcontracts entered into by Respondent shall also include all other applicable labor provisions. No subcontract shall be awarded to any non-complying subcontractor. Additionally, Respondent shall insert in its subcontracts a clause requiring subcontractors to include these provisions in any lower tier subcontracts that may in turn be made. Respondent shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

☐ Please Confirm

**Response required*

15. E-Verification System*

Respondent and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, https://www.uscis.gov/, in accordance with Section 448.095, Florida Statutes, to verify the employment eligibility of: (1) all persons employed by Respondent during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Coordinating Consultant to perform work pursuant to this Contract. Respondent meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. Respondent and its subcontractors shall provide Town with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. Town is obligated to terminate this Agreement upon a good faith belief that Respondent or its subcontractors has knowingly violated Section 448.095, Florida Statutes. E-Verification Identification

☐ Please Confirm

**Response required*

16. E-Verification Identification Number*

Provide your E-Verification Identification Number _____

**Response required*

17. Immigration and Nationality Act*

Respondent shall comply with all immigration laws as outlined in 8 USC § 1324a Unlawful employment of aliens. Town will not intentionally award Town contracts to any Respondent who knowingly employs unauthorized Alien workers . Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with Town may result in immediate termination of the Agreement. Town will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by Town, if Consultant knowingly employs unauthorized aliens.

☐ Please Confirm

**Response required*

18. Lobbying*

Respondent confirms that it will not, in connection with the Agreement, directly or indirectly

A. offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Town officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty,

or

B. offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any Town officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

☐ Please Confirm

**Response required*

19. Non-Collusion*

Respondent agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Respondent intends to do the work with its own bona fide employees or subcontractors and has not provided a Proposal for the benefit of another Consultant/Vendor. Furthermore, Respondent certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Proposal on any public contract.

☐ Please Confirm

**Response required*

20. Prohibited Interests*

Respondent, and its subcontractors at any tier, certify that they have not entered into any contract, subcontract, or arrangement in connection with the project covered under this Request for Proposal, or of any property included or planned to be included in the project, in which any member, officer, of employee of the Respondent or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect.

☐ Please Confirm

**Response required*

21. Public Entity Crime*

Pursuant to 287.133, Florida Statute, A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for

CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

☐ Please Confirm

**Response required*

22. Scrutinized Companies*

Respondent certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Respondent further understands and accepts that any contract issued as a result of this Proposal shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by Town in the event there is any misrepresentation or false certification on the part of Respondent.

☐ Please Confirm

**Response required*

PROPOSER AFFIRMATION

I, the undersigned affiant, being first duly sworn as an authorized agent of the below-named firm, does hereby affirm and attest under penalty of perjury as the proposed Consultant for the Town of Pembroke Park that the certifications and statements provided above on behalf of Consultant are true to the best of affiant's knowledge and belief and that Consultant is compliant with all requirements outlined in these Town of Pembroke Park Affidavits. Consultant acknowledges it is required to comply with and keep current all statements sworn to in the above affidavits and will notify the Town of Pembroke Park immediately if any of the statements attested hereto are no longer valid.

_____ _____

Consultant Name Date Signed

_____ _____

Affiant Signature Affiant Name & Title (Printed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was affirmed, subscribed, and sworn to before me this_____day of_____, 20____by means of ☐ physical presence or ☐ online notarization, by _____ who is personally known to me or who produced the following identification:_____.

(Notary Seal)

Notary Public for the State of _____

My commission expires: _____

7.1 AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with the Town of Pembroke Park is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and the Town of Pembroke Park, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____ _____

Witness #1 Print Name: _____ Print Name: _____

_____ Title: _____

Witness #2 Print Name: _____ Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 20___, by_____ _____(name of person) as _____(type of authority) for _____(name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

7.2 AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the Town of Pembroke Park may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Town of Pembroke Park which would grant the entity access to an individual's personal identifying information.

1. _____("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____ _____

Witness #1 Print Name: _____ Print Name: _____

Title: _____

_____

Witness #2 Print Name: _____ Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 20___, by_____ _____(name of person) as _____(type of authority) for _____(name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

7.3 PROPOSER QUESTIONNAIRE

The completed Proposer Questionnaire form should be submitted with the solicitation response. If not submitted with solicitation response. Failure to timely submit may affect may result in Proposer being deemed non-responsive.

If a response requires additional information, the Proposer should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Proposer's business and operations.

1. Legal Business Name: _____

2. Doing Business as / Fictitious Name: (if applicable): _____

3. Federal Employer I.D. No. (FEIN): _____

4. Website address: (if applicable): _____

5. Principal place of business address: _____

6. Office location responsible for this project: _____

   Telephone No.: _____

7. Type of business *(check appropriate box):*

- ☐ Corporation (specify the State of Incorporation): _____
- ☐ Sole Proprietor
- ☐ Limited Liability Company (LLC)
- ☐ Limited Partnership
- ☐ General Partnership (State and County filled in) _____
- ☐ Other – Specify: _____

8. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

   Name: _____

   Title: _____

   E-mail: _____

   Telephone No. _____

Name: _____

Title: _____

E-mail: _____

Telephone No. _____

9. List name and title of each principal, owner, officer, and major shareholder:

a) _____

b) _____

c) _____

d) _____

10. Affiliated Entities of the Principal(s):

List the names and addresses of "affiliated entities" of the Proposer's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Proposer with the Town. Affiliated entities of the principal(s) are those entities related to the Proposer by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

a) _____

b) _____

c) _____

d) _____

11. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three (3) years? *If yes, specify details in an attached written response.*

☐ Yes ☐ No

12. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? *If yes, specify details in an attached written response the reinstatement date, if granted.*

☐ Yes ☐ No

13. Specify the type of services or commodities your firm offers: _____

_____

_____

14. How many years has your firm been in business while providing the services offered within this solicitation?_____years.

15. Is your firm's business regularly engaged in and routinely providing the services offered within this solicitation?

☐ Yes ☐ No

16. Has your firm ever failed to complete any services during the last three (3) years? *If yes, specify details in an attached written response.*

☐ Yes ☐ No

17. Is your firms or any of its principals or officers currently principals or officers of another organization? *If yes, specific details in an attached written response.*

☐ Yes ☐ No

21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three (3) years? *If yes, specify details in an attached written response.*

☐ Yes ☐ No

22. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract?

☐ Yes ☐ No

23. Non-Collusion Certification: Proposer shall disclose, to their best knowledge, any Town of Pembroke Park officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1)(c), the Florida Statues who is an officer or director of, or has a material interest in, the Proposer's business, who is in a position to influence this procurement. Any Town officer or employee who has input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Proposer to disclose any relationship described herein shall be reason for debarment *(check one).*

☐ Proposer certifies that this offer is made independently and free from collusion; or

☐ Proposer is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. *Proposer must include a list of name(s), and relationship(s) with its submittal.*

24. Participation in Solicitation Development *(check one):*

☐ I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of the Town of Pembroke Park.

☐ I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of the Town of Pembroke Park.

If this box is checked, provide the following:

Name of Person the information was provided: _____
Title: _____

Date Information provided: _____

For what purpose was the information provided? _____

_____

25. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed services.

REFERENCE: #1

Scope of Work: _____

Contract/Project Title: _____

Agency: _____

Contact Name/Title: _____

Contact Telephone: _____

Email: _____

REFERENCE: #2

Contract/Project Dates (Month and Year): _____ Contract Amount: _____

Scope of Work: _____

Contract/Project Title: _____

Agency: _____

Contact Name/Title: _____

Contact Telephone: _____

Email: _____

Contract/Project Dates (Month and Year): _____ Contract Amount: _____

REFERENCE: #3

Scope of Work: _____

Contract/Project Title: _____

Agency:_____

Contact Name/Title: _____

Contact Telephone: _____

Email: _____

Contract/Project Dates (Month and Year):_____Contract Amount: _____

REFERENCE: #4

Scope of Work: _____

Contract/Project Title: _____

Agency:_____

Contact Name/Title: _____

Contact Telephone: _____

Email: _____

Contract/Project Dates (Month and Year):_____Contract Amount: _____

REFERENCE: #5

Scope of Work: _____

Contract/Project Title: _____

Agency:_____

Contact Name/Title: _____

Contact Telephone: _____

Email: _____

Contract/Project Dates (Month and Year):_____Contract Amount: _____

ADDENDUM No. 1
RFP # 26-01
WASTEWATER AND STORMWATER UTILITY RATE REVENUE SUFFICIENCY AND BOND FEASIBILITY STUDY

Issued January 29, 2026

This Addendum No. 1 is issued in response to a question received regarding proposal submission requirements and shall be considered part of the above-referenced RFP.

1. **Question: The RFP states that proposals must be submitted electronically through DemandStar.com; however, Section 4.0 Price Proposal Form, Item 1.2 Rates and Schedule of Fees, and Section 5.0 Response Requirements, Item 5.6 Required Price Proposal, indicate that the price proposal must be submitted in a separate sealed envelope.**

   Please confirm whether the Price Proposal Form should be mailed separately or uploaded as a separate document through DemandStar.com.

   Town's Response: No. Separate sealed envelopes and mailed submissions will not be accepted.. All proposal materials, including the Price Proposal Form, shall be submitted electronically through DemandStar.com.

   The following amendments are hereby made:

   - *Section 4.0 Price Proposal Form – Item 1.2 Rates and Schedule of Fees for Additional Professional Services:*

     The Proposer shall include ~~a separate sheet in~~ its Price Proposal identifying its schedule of fees and expenses, including hourly rates for all personnel classifications that may be utilized for Additional Services.

   - *Section 5.0. Response Requirements - Item 5.6 Required Price Proposal*

     Required Section 4.0 Price Proposal Form shall be submitted electronically ~~in a separate sealed envelope and the form~~ must be signed by an authorized representative of the firm.

   All bids must be received electronically via DemandStar.com no later than 10:00 a.m. Monday, February 16, 2026, at which time all proposals will be decrypted and publicly opened. Mailed and hand-delivered proposals will not be accepted. Any proposals received after the due date and time specified will not be considered.

Any questions regarding this Addendum should be submitted in writing to the Procurement Administrator at procurement@tppfl.gov.

Bidders are reminded to acknowledge receipt of this addendum as part of your RFP submission.

ADDENDUM II

RFP # 26-01 WASTEWATER AND STORMWATER UTILITY RATE REVENUE SUFFICIENCY AND BOND FEASIBILITY STUDY

This Addendum No. 2 is issued in response to questions received and shall be considered part of the above-referenced RFP.

1.) Is the Introductory Letter in Section 5.1 and the Cover Letter in Section 5.2 supposed to be the same? Do two letters need to be provided? Both have similar requirements and need to be signed by a representative.

Response 1: No, proposers are not required to submit two separate letters. A single signed cover/introductory letter may be submitted, provided it clearly addresses all requirements outlined in Sections 5.1 and 5.2 of the RFP.

2.) Section 5.5, paragraph 1 asks for "understanding of community parks and recreation services and the issues commensurate to the provision of such services." Is this a typo, since this project does not involve the use of community parks and recreation services?

Response 2: Yes, this reference is a typographical error. The intended requirement is for the proposer to demonstrate an understanding of wastewater and stormwater utility services, including financial, operational, and regulatory considerations relevant to rate revenue sufficiency and bond feasibility. Proposers should address their experience and understanding as it relates to wastewater and stormwater utilities only.

3.) Does the Town need two (2) Bond Feasibility Reports, one for wastewater and one for stormwater?

Response 3: The Town anticipates a single integrated study that evaluates wastewater and stormwater as separate enterprise funds within one engagement. The feasibility analysis should clearly distinguish between each system, including separate revenue streams, financial metrics, borrowing capacity, and repayment considerations, while allowing the Town to evaluate financing options for either or both systems as appropriate. Proposers should structure their approach to provide system-specific analyses within one comprehensive deliverable, unless otherwise recommended by the consultant based on best practices.

4.) If the borrowing amount is not optimal for revenue bonds and alternative financing (bank loans or State Revolving Fund) is more appropriate, does the Town still want a full Bond Feasibility Report?

Response 4: The Town's intent is for the Bond Feasibility component to be flexible and proportional to the recommended financing strategy. If revenue bonds are not the most practical option, the consultant should adapt the feasibility effort to support alternative funding mechanisms, including comparative analysis, funding strategy recommendations, and assistance with loan or funding application support as appropriate. The objective is to provide actionable financing guidance aligned with the scale and needs of each utility system.

All bids must be received electronically via DemandStar.com no later than 10:00 a.m. Monday, February 16,2026, at which time all proposals will be decrypted and publicly opened. Mailed and hand delivered proposals will not be accepted. Any proposals received after the due date and time specified will not be considered.

Any questions regarding this Addendum should be submitted in writing to the Procurement Administrator at procurement@tppfl.gov

Proposers are reminded to acknowledge receipt of this addendum as part of your RFP submission.

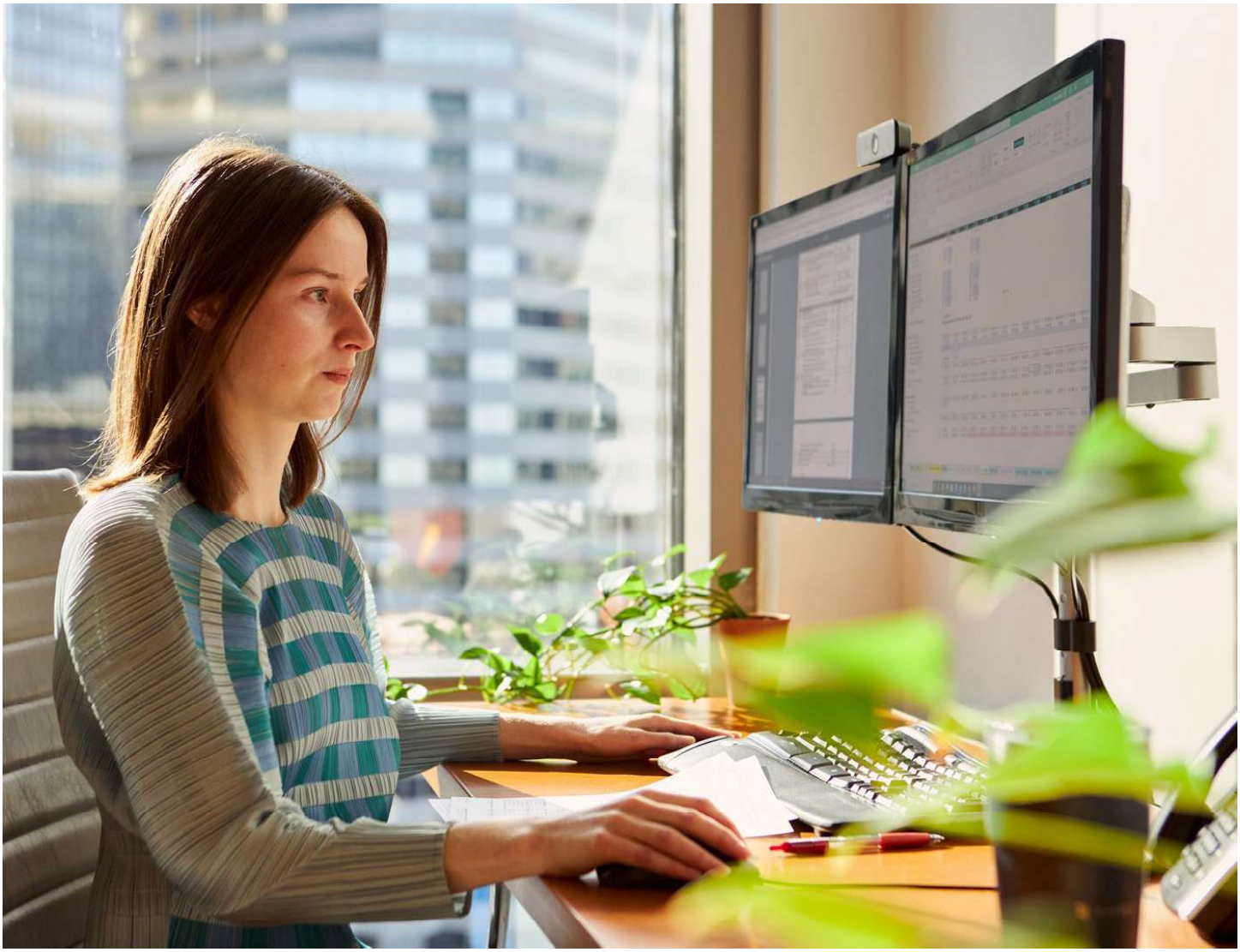
RAFTELIS

Town of Pembroke Park

Wastewater and Stormwater Utility Rate Revenue Sufficiency and Bond Feasibility Study

RFP #26-01 / FEBRUARY 16, 2026

Firm Name: Raftelis Financial Consultants, Inc.
Address: 341 N. Maitland Avenue, Suite 300, Maitland, FL 32751
Contact Person: Henry Thomas, Senior Vice President / P: 407.628.2600



REGISTERED MUNICIPAL ADVISOR

Raftelis is registered with the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor.

Registration as a Municipal Advisor is a requirement under the Dodd-Frank Wall Street Reform and Consumer Protection Act. All firms that provide financial forecasts that include assumptions about the size, timing, and terms for possible future debt issues, as well as debt issuance support services for specific proposed bond issues, including bond feasibility studies and coverage forecasts, must be registered with the SEC and MSRB to legally provide financial opinions and advice. Raftelis' registration as a Municipal Advisor means our clients can be confident that Raftelis is fully qualified and capable of providing financial advice related to all aspects of financial planning in compliance with the applicable regulations of the SEC and the MSRB.

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INTRODUCTORY LETTER/EXECUTIVE SUMMARY

Introductory Letter/Executive Summary

February 16, 2026

Ms. Donna Rockfeld
Procurement Administrator
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Subject: Proposal for Wastewater and Stormwater Utility Rate Revenue Sufficiency and Bond Feasibility Study (RFP #26-01)

Dear Ms. Rockfeld:

Raftelis Financial Consultants, Inc. (Raftelis) is pleased to respond to the Town of Pembroke Park's (Town) RFP #26-01 – Wastewater and Stormwater Utility Rate Revenue Sufficiency and Bond Feasibility Study. Based on our review of the request for proposals, we understand that the Town seeks to engage a utility rate consultant to provide a utility rate study to include developing rates for wastewater and stormwater utility services and a bond feasibility study to support financing activities for these utility systems. The Town recognizes the importance of developing a sound financial plan for its utility systems that helps achieve its objectives. Having a strong financial plan is crucial to ensure sustainable operations, maintain infrastructure, and invest in future projects that enhance service reliability while keeping rates equitable and affordable for customers.

Municipal utilities across the country are facing significant challenges due to aging infrastructure, stringent regulatory requirements, and a lack of accessible, low-cost funding. These factors place a heavy financial burden on utilities, which often translates into higher costs for ratepayers, some of whom are economically vulnerable. To address these issues, it is crucial for utilities to partner with financial experts like Raftelis, who can help ensure financial stability by employing best practices in financial planning.

I will be the Project Director for this engagement and will be responsible for overall project accountability. I have over 47 years of utility financial consulting experience and will be assisted by staff who also have extensive rate consulting experience. Our Project Manager will be Shawn Ocasio, who has over 16 years of experience in various municipal finance engagements, including utility system revenue sufficiency analyses, retail and wholesale cost of service rate design, miscellaneous service fee design, development of utility and municipal impact fees, and financing feasibility studies. Raftelis offers the Town highly specialized capabilities, skills, and experience required to successfully deliver the wastewater and stormwater utility rate consulting services requested by the Town. The qualifications offered by Raftelis include:

Experience and Technical Expertise – Raftelis provides a full range of financial, rate, and management consulting services to publicly-owned utilities and local governments. Our clients include water, wastewater, stormwater, solid waste, electric, and gas utility systems. We offer innovative business solutions based on industry recognized best management practices and a thorough understanding of the utility business. Our technical capabilities coupled with our consulting staff's commitment to providing high quality and responsive service has resulted in a level of value that has been consistently recognized by our clients.

Industry Leadership – Raftelis has been a leader in assisting utility systems develop utility business plans and rate studies to achieve financial, operational and service delivery objectives since 1993. We have worked for over 200 publicly-owned utility systems in Florida and throughout the nation and have completed over 1,750 individual consulting projects on

behalf of our clients. Members of our staff regularly contribute to the development of municipal utility industry rate and financial practices and standards through their involvement in regional and national industry trade organizations such as the American Water Works Association's Rates and Charges and Finance, Accounting and Management Controls Committees, and the Florida Government Finance Officers Association. Raftelis' involvement in these industry leading organizations and our extensive and growing client base ensures that we maintain the insight required to offer an up-to-date, fresh perspective on the emerging issues facing our utility industry clients.

Independent Perspective – Raftelis is well known for providing objective advice and independent opinions regarding utility rate and financial issues. A primary example is our involvement in preparing financial feasibility evaluations. Raftelis is the Florida industry leader in assisting publicly-owned utilities issue tax exempt debt to finance capital improvement projects. The firm has been involved in providing independent financial evaluations and opinions associated with the issuance of over $10.0 billion in utility revenue bonds, State Revolving Fund and Water Infrastructure Finance and Innovation Act of 2014 (WIFIA) loans for municipally-owned utilities located throughout the State of Florida, Virginia and the U.S. Virgin Islands. Our staff members have participated in numerous presentations and conferences with bond rating agencies and bond insurance companies.

Human Resources – Raftelis' approach to conducting utility rate and financial assignments is to ensure that our clients' goals and objectives are clearly identified and successfully achieved by assigning a highly qualified project team for each engagement. Raftelis is one of the largest utility rate and financial planning groups in the country, with over 190 employees dedicated full time to utility rate and financial consulting.

Technical Resources – Raftelis' approach to addressing the Town's utility rate and financial planning issues has been facilitated by the use of our utility rate and financial planning model that will be specifically tailored to accommodate the Town's existing budgetary process and the data that is readily available from financial information systems and customer billing and operating reports. The rate and financial model is an excellent tool to support decision making and communicate the sensitivity of key variables.

Local Knowledge – Working with other nearby communities such as the Cities of Deerfield Beach, North Miami Beach, and Hallandale Beach we are familiar with issues impacting municipal wastewater and stormwater utility systems in the region and can develop expert and targeted solutions to the issues the Town is facing.

Workload and availability – Raftelis is currently conducting hundreds of projects and we are unable to provide specific details such as pricing and client names for each individual project. Upon request, we can provide further information of our current and projected workload. With the depth of more than 190 consulting professionals, and specifically the current and anticipated workload of the individuals assigned to this project, we have the availability to provide the requested services in a timely and efficient manner to meet the scheduling requirements and objectives of the Town. As a rule, Raftelis operates at a company-wide project utilization of approximately 65% to 75%. This level of utilization, which we expect to continue through the proposed timeline of this project, will provide the project team with ample time to allocate to the Town's engagement.

Raftelis actively manages the distribution of our staff hours to ensure we allocate the necessary resources to meet the needs of each of our clients. Raftelis' executive and management team participate in a weekly conference call to review the number of consulting hours required to meet the needs of our clients during the upcoming week. This weekly meeting allows our project managers to deploy our consulting staff in a flexible manner that ensures a suitable level of hours will be devoted to each client.

Our philosophy is to provide actionable high quality financial solutions through a collaborative process working with the Town's utility and finance team that will achieve the Town's goals and objectives for its customers and stakeholders.

With this proposal we affirm our commitment to assist the Town in successfully achieving its utility rate, financial and administrative goals and objectives. We look forward to the opportunity to work with the Town and thank you for allowing us to submit our proposal for your consideration.

If you have any questions about this proposal, please do not hesitate to contact us with the following contact information:

Sincerely,



Henry L. Thomas
Senior Vice President (Authorized to bind the firm and represent the firm in any negotiations)
341 N. Maitland Avenue, Suite 300, Maitland, FL 32751
P: 407.628.2600 / E: hthomas@raftelis.com / F: 407.628.2610

CONSULTANT, STAFF & SUBCONSULTANTS

Consultant, Staff & Subconsultants

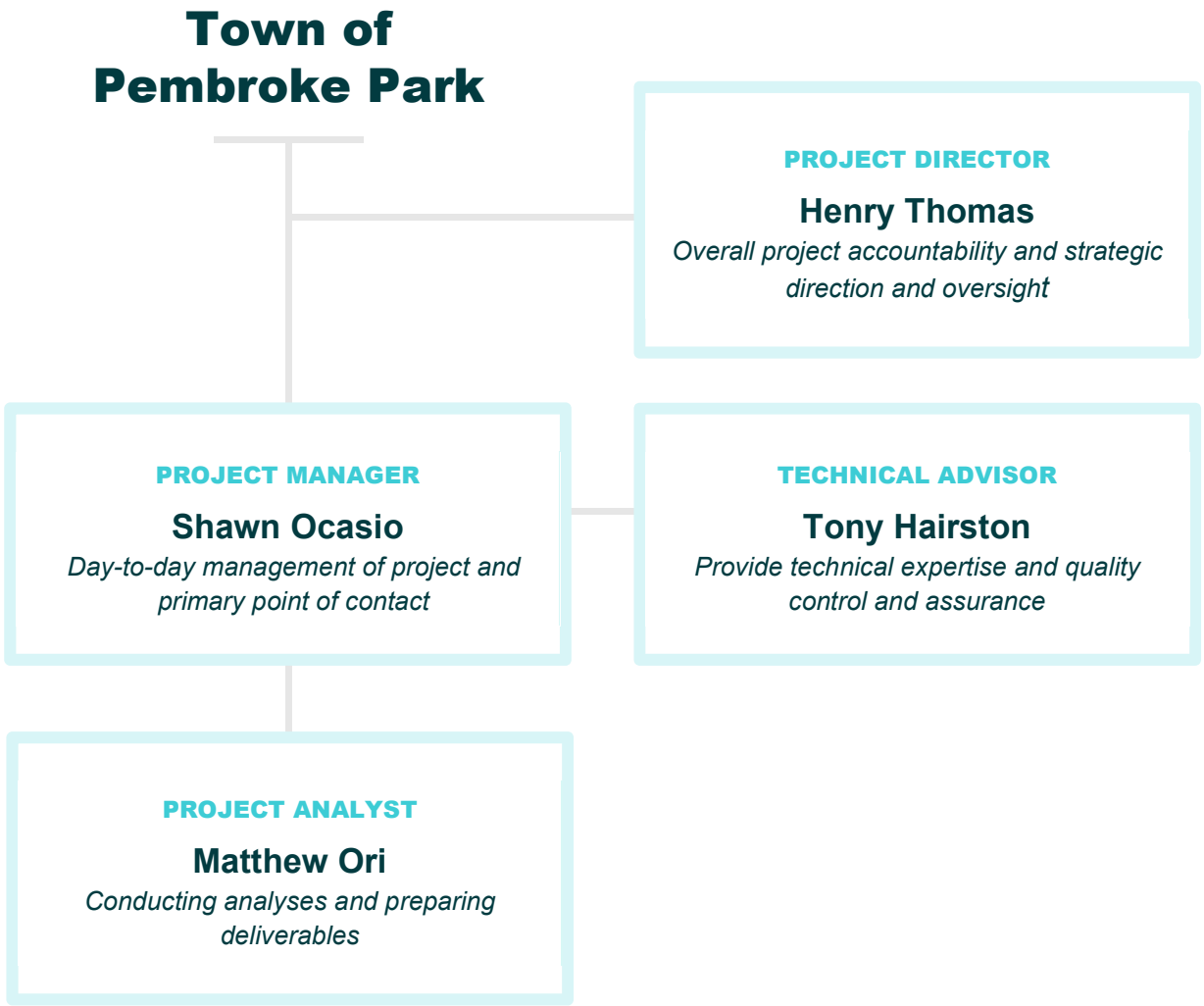
Consultant, Staff & Subconsultants

WE HAVE DEVELOPED A TEAM OF CONSULTANTS WHO SPECIALIZE IN THE SPECIFIC ELEMENTS THAT WILL BE CRITICAL TO THE SUCCESS OF THE TOWN'S PROJECT.

Our team includes senior-level professionals to provide experienced project leadership with support from talented consultant staff. This close-knit group has frequently collaborated on similar successful projects, providing the Town with confidence in our capabilities.

Here, we have included an organizational chart showing the structure of our project team. In the Experience and Qualification section, we have included resumes for each of our team members as well as a description of their role on the project.

We do not plan to use any subconsultants for this engagement as we have the capacity to complete this project internally.



EXPERIENCE AND QUALIFICATIONS

Experience and Qualifications

Qualifications

HELPING LOCAL GOVERNMENTS AND UTILITIES THRIVE

Local government and utility leaders partner with Raftelis to transform their organizations by enhancing performance, planning for the future, identifying top talent, improving their financial condition, and telling their story. We've helped more than 700 organizations in the last year alone.

We believe that Raftelis is the *right fit* for this project. We provide several key factors that will benefit the Town and help to make this project a success.

RESOURCES & EXPERTISE: This project will require the resources necessary to effectively staff the project and the skillsets to complete all of the required components. With more than 190 consultants, Raftelis has the largest water-industry financial and management consulting practice in the nation, including many of the industry's leading rate consultants and experts in key related areas, like stakeholder engagement and data analytics. Our depth of resources will allow us to provide the Town with the technical expertise necessary to meet your objectives.

DEFENSIBLE RECOMMENDATIONS: When your elected officials and customers are considering the validity of recommended changes, they want to be confident that they were developed by experts using the latest industry standard methodology. Our staff are involved in shaping industry standards by chairing committees within the American Water Works Association (AWWA) and the Water Environment Federation (WEF) and co-authoring many industry-standard books regarding utility finance and rate setting. Being so actively involved in the industry will allow us to keep the Town informed of emerging trends and issues and to be confident that our recommendations are insightful and founded on sound industry principles. In addition, with Raftelis' registration as a Municipal Advisor, you can be confident that we are fully qualified and capable of providing financial advice related to all aspects of utility financial planning in compliance with federal regulations.

HISTORY OF SIMILAR SUCCESSES: An extensive track record of past similar work will help to avoid potential pitfalls on this project and provide the know-how to bring it across the finish line. Raftelis staff has assisted 1,700+ local governments and utilities throughout the U.S. with financial, rate consulting services with wide-ranging needs and objectives. Raftelis has also been involved in providing independent financial evaluations associated with the issuance of over $10.0 billion in utility revenue bonds, State Revolving Fund and Water Infrastructure Finance and Innovation Act of 2014 (WIFIA) loans for municipally-owned utilities located throughout the State of Florida, Virginia and the U.S. Virgin Islands. Our extensive experience will allow us to provide innovative and insightful recommendations to the Town and will provide validation for our proposed methodology ensuring that industry best practices are incorporated.

RATES THAT ARE ADOPTED: For the study to be a success, rates must be successfully approved and implemented. Even the most comprehensive rate study is of little use if the recommendations are not approved and implemented. Raftelis has assisted numerous agencies with getting proposed rates successfully adopted. We focus on effectively communicating with elected officials about the financial consequences and rationale behind recommendations to ensure stakeholder buy-in and successful rate adoption.

32 years serving the public sector

How we stack up

OUR TEAM INCLUDES

190+ consultants focused on finance/management/communication/technology for the public sector

2 chairs & **16** members of AWWA and WEF utility finance and management committees and subcommittees

RAFTELIS HAS PROVIDED ASSISTANCE FOR

1,700+ public agencies and utilities

that serve more than **25%** of the U.S. population

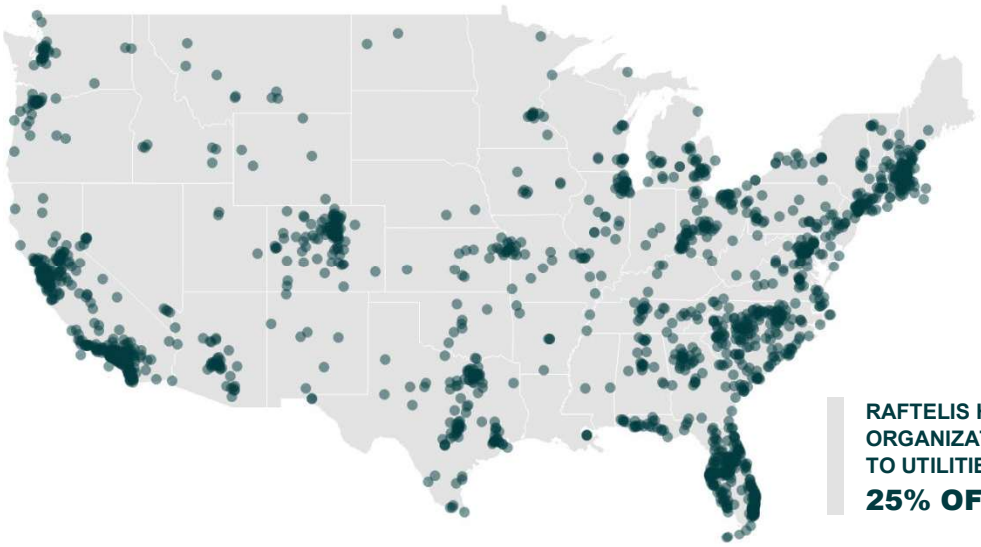
including the agencies serving **41** of the nation's 50 largest cities

in the past year alone, we worked on **1,300+** projects for **700+** agencies in **47** states

Experience

RAFTELIS HAS THE MOST EXPERIENCED PUBLIC UTILITY FINANCIAL AND MANAGEMENT CONSULTING PRACTICE IN THE NATION.

Our staff has assisted more than 1,700 local government agencies and utilities across the U.S., including some of the largest and most complex agencies in the nation. In the past year alone, Raftelis worked on more than 1,300 financial, organizational, and/or technology consulting projects for over 700 agencies in 47 states, the District of Columbia, and Canada. Below, we have provided descriptions of projects that we have worked on that are similar in scope to the Town's project. We have included references for each of these clients and urge you to contact them to better understand our capabilities and the quality of service that we provide.



RAFTELIS HAS PROVIDED FINANCIAL/ ORGANIZATIONAL/TECHNOLOGY ASSISTANCE TO UTILITIES SERVING MORE THAN **25% OF THE U.S. POPULATION.**

City of Sanford FL

Reference: Brynt Johnson, Public Works & Utilities Director
P: 407.688.5085 / E: brynt.johnson@sanfordfl.gov
Contract Dates: January 2025 – October 2025 / **Contract Amounts:** $43,100 and $30,000

The services that have been provided by Raftelis include comprehensive water, wastewater, and stormwater rate studies that have performed on an annual basis with the most recent studies being completed in 2025. The tasks included as a part of the annual rate studies and annual financial plan updates included: i) a utility financial forecast including a capital funding analysis and preparation of capital financing plans in support of SRF loans; ii) cost of service analyses for water and wastewater service; iii) design of water, wastewater, and reclaimed water rates to satisfy projected revenue requirements and encourage the conservation of water resources; iv) implementation of an annual rate indexing policy to help maintain the utility's operating margins; and v) development of fees and charges for miscellaneous services. Raftelis also prepared a bond feasibility study included in the Official Statement issued in support of the Utility System Revenue Bonds, Series 2003. The study addressed the City of Sanford's (City) historical and projected financial operating results to ensure compliance with the requirements of the Bond Resolution. Raftelis also assisted the City with the development of impact fees for utility and municipal services. The results for all these studies were presented before the City Commission

and successfully adopted by the City. We have been working with the City on similar studies for their water, wastewater utilities since 1999. Additionally, we have been preparing annual studies for the City since 2009.

City of Hallandale Beach FL

Reference: Geovanne Neste, Finance Director
P: 954.457.1371 / E: gneste@hallandalebeachfl.gov
Contract Dates: November 2021 – October 2024 / **Contract Amounts:** $115,950, $80,850, and $139,090

Between November of 2021 through October of 2024 Raftelis performed a water and wastewater utility rate study, a stormwater utility rate study, and a bond feasibility study in support of the issuance of the Series 2024 Utility System Revenue Bonds. The rate studies included detailed review of historical financial results as well as the development of detailed projections of customers and sales, rate and other revenues, operating expenses, annual debt service payments, interfund transfers and deposits, and the development of a capital improvement funding plan. A review of stormwater Equivalent Dwelling Units (EDUs) was also performed as a part of the stormwater rate study. A rate adjustment plan was then developed for each utility system to ensure that the projected revenues of the system would be sufficient to recover the revenue requirements of the various utility systems. This rate plan was subsequently documented in a detailed narrative report and presented to the City of Hallandale Beach's (City) elected officials and was adopted successfully. Subsequent to the rate studies a financing feasibility analysis was performed in support of the issuance of additional debt to fund projects in the utility systems capital improvement programs. A detailed review of the prior 5 years of historical financial results and debt service coverage analysis was performed along with a projection of debt service coverage for 5 years into the future to ensure continued compliance with the City's loan covenants. Raftelis also participated in calls with Rating Agency's as well as the City's financial advisors and Bond Counsel in order to develop the feasibility report and the bonds were successfully issued in late 2024.

City of Apopka FL

Reference: Blanche Sherman, Finance Director
P: 407.703.1709 / E: bsherman@apopka.net
Contract Dates: September 2023 – October 2025 / **Contract Amount:** $79,127

Raftelis conducted a comprehensive multi-utility rate study to evaluate the financial health of the City of Apopka's (City) water, wastewater, and reclaimed water systems. This study was completed over a series of planned stages over the contract period. The engagement centered on a detailed revenue sufficiency analysis that included a projected of customers, sales, and revenues and was designed to determine the revenue adjustments required to fully fund operating expenses, existing and proposed debt service obligations, interfund transfers, and utility reserve targets. A key component of the study involved evaluating the City's Capital Improvement Plan (CIP) to develop an optimized capital funding strategy that balanced cash-funding (PAYGO) with future debt issuances. Multiple rate and capital funding scenarios were developed as a part of the study to develop a rate plan that mitigated rate impacts to the City's customers. Based on the financial requirements of the selected scenario, the project team designed multi-year rate schedules tailored to ensure long-term sustainability of the various utility systems. Throughout the process, Raftelis participated in public workshops with City staff and elected officials to build consensus on the proposed financial plan. The study culminated in a final report and public presentations to the City Council, ultimately resulting in the successful adoption of the recommended rate adjustments.

City of Deerfield Beach FL

Reference: Stephanie Tinsley, Chief Financial Officer (Former)
P: 954.921.3610 / E: stinsley@hollywoodfl.org
Contract Dates: August 2022 – October 2023 / **Contract Amount:** $89,000

Raftelis performed a comprehensive rate and bond feasibility study for the City of Deerfield Beach's (City) water and wastewater utility systems to develop a rate plan that would support operations and planned major capital expansions. The project began with a revenue sufficiency analysis, where the project team reviewed historical operating data and developed a multi-year financial forecast that included detailed projections of customer growth, consumption patterns, and billable flows to accurately estimate future revenues under existing rates. Projections of revenue requirements such as operating expenses, existing debt payments, internal fund transfers, and other requirements were also developed as a part of the analysis. To support the City's Capital Improvement Plan (CIP), Raftelis conducted a capital project funding analysis to evaluate the timing and cost of capital projects and create an optimized funding strategy. This process involved balancing use of rates and reserves with the issuance of new utility revenue bonds. Raftelis then worked with the City's financing team to review various proposed debt scenarios. The team calculated historical and projected Debt Service Coverage (DSC) ratios to project and ensure compliance with existing bond covenants and the Additional Bonds Test required for new debt issuance. Furthermore, Raftelis developed multiple financial scenarios and performed sensitivity analyses on revenue and expense assumptions, allowing the City to visualize trade-offs between various borrowing levels and rate increases that would satisfy credit rating agencies and bond insurers. A formal Feasibility Report was developed and included in the Official Statement for the bond transaction, as well as the successful adoption of the recommended multi-year rate adjustments necessary to repay the new debt.

Panama City Beach FL

Reference: Holly White, Assistant City Manager
P: 850.814.3094 / E: holly.white@pcbfl.gov
Contract Dates: June 2023 – October 2025 / **Contract Amount:** $48,000

Raftelis provided a utility rate sufficiency study for the City of Panama City Beach's (City) water and wastewater utility systems. As a part of this study a comprehensive financial forecast was developed that included projections of customers and rate revenues, operating expenses, interfund transfers, capital projects, and annual debt service payments. A detailed capital improvement program funding analysis was performed with the City's project team to develop a rate plan that would maintain the utility system's financial health and creditworthiness while also balancing the impact to its customers. A detailed narrative report was developed along with presentation briefing documents to support the recommendations. The study was presented to the City's elected officials and stakeholders publicly and subsequently adopted successfully.

FLORIDA EXPERIENCE

The Raftelis team has extensive experience serving Florida public-sector agencies. The matrix below shows some of the Florida public-sector entities/utilities that the Raftelis team has served.

	Rate Studies & Pricing																
	Water	Wastewater	Stormwater	Irrigation Water	Raw Water	Reuse Water	Solid Waste	Wholesale Rates	Enterprise Consolidation	Financial Planning	Impact Fees	Management Consulting	Valuation	Litigation Support	Management Accounting	Contracts/Ordinances	Debt Issuance Assistance
City of Alachua						●											
City of Apopka	●	●	●								●	●					●
City of Arcadia	●	●					●										●
City of Auburndale	●	●								●	●					●	●
Babcock Ranch Community Independent Special District (BRCISD)	●	●					●										●
Bay County	●	●			●	●		●	●	●	●				●	●	●
City of Boca Raton	●	●										●					
Bonita Springs Utilities	●	●		●						●	●						
City of Cape Canaveral		●							●							●	
Charlotte County	●	●					●	●									
City of Clermont	●	●	●				●			●	●		●				●
Collier County	●	●	●	●	●	●	●	●		●	●					●	●
City of DeLand	●	●		●		●				●	●					●	
City of Deerfield Beach	●	●					●			●							●
City of Davie	●	●								●	●						●
Destin Water Users	●	●		●				●		●	●	●				●	
City of Edgewater	●	●					●			●							
City of Eustis	●	●	●	●		●				●	●	●				●	
Florida Keys Aqueduct Authority	●	●		●		●		●		●	●	●					●
Town of Fort Myers Beach	●									●						●	
City of Fort Walton Beach	●	●		●				●		●	●					●	●
City of Groveland	●	●		●		●				●	●						●
Hernando County	●	●					●			●							
Hallandale Beach	●	●	●							●	●						●
Hillsborough County	●	●	●	●	●	●	●	●		●	●		●			●	●
Indian River County	●	●		●		●		●			●					●	
Village of Islamorada		●				●		●		●		●				●	●
Town of Jupiter	●		●							●	●				●		
Town of Key Biscayne			●														
Town of Lauderdale-by-the-Sea	●	●	●	●				●		●						●	
City of Lake Alfred	●	●	●	●						●	●					●	
City of Largo		●	●			●		●		●	●					●	
City of Lake Wales	●	●		●						●							
Lee County	●	●	●	●	●	●	●	●		●	●		●	●		●	●
Manatee County	●	●					●			●							
City of Marathon		●	●			●			●	●	●						●

FLORIDA EXPERIENCE

The Raftelis team has extensive experience serving Florida public-sector agencies. The matrix below shows some of the Florida public-sector entities/utilities that the Raftelis team has served.

	Rate Studies & Pricing																
	Water	Wastewater	Stormwater	Irrigation Water	Raw Water	Reuse Water	Solid Waste	Wholesale Rates	Enterprise Consolidation	Financial Planning	Impact Fees	Management Consulting	Valuation	Litigation Support	Management Accounting	Contracts/Ordinances	Debt Issuance Assistance
City of Margate	●	●	●							●	●						●
Martin County	●	●				●	●	●		●	●	●	●	●		●	●
City of Mascotte		●						●		●	●					●	
City of Melbourne	●	●						●			●					●	●
City of Miami Beach	●	●	●					●		●							●
City of Miramar	●	●	●							●		●				●	●
Town of Oakland	●	●						●		●	●	●				●	●
City of Oakland Park	●	●					●	●				●					●
City of Ocala	●	●	●	●				●		●	●	●	●	●		●	
City of Oldsmar	●	●	●	●		●		●		●	●	●					
City of Orlando		●	●							●							
City of Oviedo	●	●		●		●				●	●	●	●			●	●
Town of Palm Beach								●		●			●				
Palm Beach County	●	●				●		●		●	●			●			
Village of Palm Springs	●	●	●													●	
City of Panama City	●	●					●			●							
Pinellas County	●	●		●		●	●	●		●		●					
City of Plant City	●	●	●	●		●	●			●	●						●
City of Pompano Beach	●	●				●		●		●	●	●				●	
City of Port St. Lucie	●	●	●	●				●		●	●	●	●	●		●	●
St. Johns County	●	●		●	●	●		●		●	●		●			●	●
City of Sanford	●	●	●	●		●				●	●	●				●	●
Sarasota County	●	●					●			●							●
South Walton Utility Co., Inc.	●	●		●						●	●	●					
City of Stuart	●	●	●				●					●					●
City of Sunrise	●	●				●		●		●				●	●		●
Village of Tequesta	●		●							●		●		●		●	●
Tohopekaliga Water Authority	●	●		●		●		●		●	●			●			●
City of Tampa	●	●	●	●		●	●	●		●	●		●			●	●
City of Tavares	●	●		●		●			●	●	●					●	●
Volusia County	●	●	●	●		●		●		●	●	●	●			●	
Village of Wellington	●	●					●			●						●	●
City of West Palm Beach	●	●	●		●		●	●		●	●	●	●			●	●
City of Wilton Manors	●	●	●							●	●						
City of Winter Haven	●	●	●	●		●		●	●	●	●	●	●			●	●
City of Zephyrhills	●	●								●	●					●	●

Henry Thomas

PROJECT DIRECTOR

Senior Vice President



ROLE

Henry will be responsible for overall project accountability and will be available to provide quality assurance and control, industry perspective, and insights into the project.

PROFILE

Henry has over 47 years of utility industry rate and financial experience focusing on business issues facing water, wastewater, solid waste, natural gas, electric, and stormwater utilities. Henry's experience includes directing financial consulting services for publicly-owned utilities and governmental entities. He has been responsible for preparing utility rate and cost-of-service studies, business plans, bond feasibility studies, designing water conservation rates, connection and development fees, municipal impact fees, developing utility financial policies and assisting with the acquisition of utility properties and other management consulting services. During his career, he has served over one hundred and twenty clients including county and municipal governments and publicly-owned utility districts, authorities, and cooperatives.

Specialties

- Business/strategic plans
- Cost-of-service & rate studies
- Bond financing
- Water conservation rates
- Contract negotiation
- Utility acquisitions
- Development fees
- Municipal impact fees

Professional History

- Raftelis: Senior Vice President (2025-present); Vice President (2019-present); Senior Vice President, PRMG (1994-2019)

Education

- Bachelor of Science in Business Administration, Economics - University of Florida (1977)

Professional Memberships

- Florida Government Finance Officers Association
- AWWA

KEY PROJECT EXPERIENCE

City of Lakeland (FL): Utility Rate, Financial Planning, and Management Consulting Services

Henry has served the City of Lakeland (City) since 2009 providing utility rate, financial planning, and management consulting services to the water and wastewater utility systems. On behalf of the City, Henry has directed a comprehensive cost-of-service/rate study and annual revenue sufficiency updates. Major issues addressed for the City include water conservation rates and rate structures that promote revenue stability and evaluating the size and timing of capital projects.

Polk County (FL): Utility Rate, Financial Planning, and Management Consulting Services

Henry has served Polk County since 2013 providing utility rate, financial planning, and management consulting services to the water and wastewater systems. His experience includes directing utility rate and cost-of-service studies including the development of water conservation rate structures and preparing bond feasibility studies.

Charlotte County (FL): Utility Rate, Financial Planning, and Management Consulting Services

Henry has served Charlotte County Utilities (County) since 1996 providing utility rate, financial planning, and management consulting services to the County's water and wastewater systems. As part of this ongoing engagement Henry has directed comprehensive water and wastewater rate studies, bond feasibility studies, utility valuations, impact fee studies and assisted in the development of water conservation rates and utility expansion policies and the evaluation of wholesale rate issues related to the Peace River/Manasota Water Supply.

City of Ocala (FL): Utility Rate, Financial Planning, and Management Consulting Services

Henry has served the City of Ocala since 1992 providing utility rate, financial planning, and management consulting services to the water and wastewater systems. Henry has directed comprehensive water and wastewater cost-of-service/rate studies and annual revenue sufficiency updates for the City. He has also been involved in the development of

system development charges, water conservation rates and strategies related to providing incentives for growth and economic development.

City of Tampa (FL): Utility Rate Consulting Services

Henry has served the City of Tampa since 2005. He has directed comprehensive, water, wastewater and solid waste rate studies, and annual revenue sufficiency updates, developed capital charges related to new development, participated in City's water and wastewater master planning process to evaluate the financial impact of capital projects and prepared bond feasibility studies associated with the issuance of long-term debt.

City of Titusville (FL): Utility Rate Consulting Services

Henry has served the City of Titusville, Florida since 2000. He has directed comprehensive water and wastewater rate studies and annual revenue sufficiency updates. In addition, he has been involved in providing capital funding plans for State Revolving Loans from the State of Florida, Department of Environmental Protection (FDEP) and assisted in negotiations related to the formation of a joint public/private entity to provide future water supplies for the City.

PROJECT LIST

- Apopka (FL)
- Auburn, AL
- Bartow (FL)
- Cape Coral (FL)
- Casselberry (FL)
- Citrus County Utilities (FL)
- Clermont (FL)
- Cocoa Beach (FL)
- Crystal River (FL)
- Dade City (FL)
- Dania Beach (FL)
- Destin Water Users (FL)
- Dundee (FL)
- Edgewater (FL)
- Enterprise, CDD (FL)
- Fort Pierce Utilities Authority (FL)
- Fort Walton Beach (FL)
- Gasparilla Island Water Association (FL)
- Greater Pine Island Water Association (FL)
- Groveland (FL)
- Haines City (FL)
- Hallandale Beach (FL)
- Helena (MT)
- Immokalee Water and Sewer District (FL)
- Inverness (FL)
- Jacksonville Electric Authority (JEA) (FL)
- Lakeland (FL)
- Largo (FL)
- Lee County Electric Cooperative (FL)
- Leesburg (FL)
- Maitland (FL)

- Melbourne (FL)
- Midway Water System (FL)
- Miramar (FL)
- Mount Dora (FL)
- Newberry (SC)
- New Smyrna Beach Utilities Commission (FL)
- North Port (FL)
- Oakland Park (FL)
- Ocoee (FL)
- Okeechobee Utility Authority (FL)
- Oldsmar (FL)
- Orange City (FL)
- Orlando Utilities Commission (FL)
- Oviedo (FL)
- Palatka (FL)
- Palm Bay (FL)
- Palm Coast (FL)
- Panama City (FL)
- Panama City Beach (FL)
- Pembroke Pines (FL)
- Plant City (FL)
- Polk County Utilities (FL)
- Port Orange (FL)
- Regional Utilities of Walton County (FL)
- Sanford (FL)
- South Walton County Utilities (FL)
- Stuart (FL)
- Sunrise (FL)
- Town of Bedford (NH)
- Town of Davie (FL)
- Town of Goffstown (NH)
- Umatilla (FL)
- Vero Beach (FL)
- Virgin Islands Water and Power Authority (Virgin Islands)
- Volusia County Utilities (FL)
- Wabash Valley Power Association (IN)
- Warner Robins (GA)
- West Melbourne (FL)
- Winter Springs (FL)

Tony Hairston

TECHNICAL ADVISOR

Vice President



ROLE

Tony will provide oversight for the project ensuring it meets both Raftelis and industry standards.

PROFILE

Tony currently serves as Vice President in Raftelis' Maitland, FL Office. He has 27 years of experience implementing financial, management, and data solutions for utility and other municipal clients. He has both managed and provided technical analysis on a variety of complex financial and management projects including comprehensive utility rate studies, impact fees, bond feasibility reports, and assisting numerous municipalities and utilities in addressing their rate-setting and financial planning goals. He has assisted governmental clients with projects including the creation and planning of several new wastewater utilities to protect the near shore water quality of the Florida Keys. Tony has presented papers at the WateReuse Foundation, Florida and Alabama/Mississippi AWWA conferences, and regional conferences such as the Tampa Bay Water Shortage Management workshop. Tony also co-authored a chapter entitled, "Projecting Customer Demand," for the Fourth Edition of the industry guidebook, *Water and Wastewater Finance and Pricing: The Changing Landscape.*

Specialties

- Utility cost-of-service & rate structure studies
- Bond feasibility reports
- Impact fee studies
- Alternative water supply planning
- Long range financial planning & feasibility studies
- Cost analysis & cost allocation

Professional History

- Raftelis: Vice President (2018-present); Senior Manager (2015-2018); Manager (2012-2014)
- Public Resources Management Group (PRMG): (1998-2012)
- Federal Reserve Bank of Richmond, VA: Bank Analyst (1995-1998)

Education

- Master of Science in Economics - Florida State University (1995)
- Bachelor of Science in Economics - Florida State University (1993)

Certifications

- Series 50 Municipal Advisor Representative

Professional Memberships

- AWWA: Founding Chair of Florida Section Rates & Finance Committee
- Florida Government Finance Officers Association
- Florida Stormwater Association

KEY PROJECT EXPERIENCE

Florida Keys Aqueduct Authority (FL): Bond Feasibility Report, Service Area Expansion, System Development Charges, Miscellaneous Charges, Reclaimed Water Rate Study, Utility Policy, Water Rate Study, Sewer Rate Study

Tony served as project manager for numerous water and wastewater rate projects for the Florida Keys Aqueduct Authority (FKAA) since 1999. Various projects have included the bond feasibility report for the Series 2019 Water Revenue Bonds ($45,010,000), Series 2007 Water Revenue Bonds ($53,975,000) and Series 2006 Water Revenue Bonds ($49,700,000). Feasibility reports for various wastewater program initiatives, development of wastewater rates in five (5) separate wastewater service areas and the eventual consolidation of wastewater rates. Tony provided public outreach to future customers in each of these service areas and presented rates to the FKAA Board for adoption. Tony conducted a comprehensive water rate and impact fee study for the Aqueduct and provided periodic updates of the water financial forecast and capital financing plan. Tony also developed initial reclaimed water rates and financial policy for the FKAA's initial reclaimed water program in the Big Coppitt service area.

Volusia County (FL): Utility Rate Studies, Service Area Evaluations

Tony has been the project manager or lead consultant on numerous engagements with Volusia County (County). In 2016 Raftelis is providing an alternative water supply cost allocation analysis to the County and three nearby municipal utilities. In 2010, Tony managed a utility rate study including a five-year financial forecast and design of potable water, wastewater, and reclaimed water rates. The County was enduring several years of stagnate growth while addressing several regulatory challenges such as alternate water supply planning and effluent disposal quality and capacity. The financial forecast element was focused on capital finance planning including the purchase of a strategic land area for the purpose of developing alternative water sources. The rate design efforts included the adjustment of base water rates to

increase revenue stability, adjustments to water conservation rates including non-residential customers, wastewater rate adjustments, and reclaimed water rate alignment with potable water incentives. The proposed rates were presented to the County Council during a public workshop and again at a public hearing for adoption by resolution. Other projects provided to the County have included service area evaluations, impact fee studies, developer fee analysis, and ongoing capital finance planning.

Tampa Bay Water (FL): Financial Planning Study

Project experience with Tampa Bay Water includes future water supply financial planning, reclaimed water resources pricing, and Member Government outreach services. A customized interactive financial forecast and rate model for the Tampa Bay Water Member Government Reclaimed Committee was created and presented to the Committee for future water supply planning. The project included careful review of forecast assumptions with Member Government representatives and Tampa Bay Water management and featured an analysis of the City of Tampa's proposed TAP project, Hillsborough County's SHARP project, along with other traditional water supply options. The report was finalized in July 2018 and adopted by the Member Government Reclaimed Water Committee.

Pinellas County (FL): Utility Business Case and Rate Sustainability Study

Tony has served as project manager for a Utility Business Case and Rate Sustainability study for the Pinellas County (County) potable water, wastewater, and reuse water utility. This project is a comprehensive analysis that combines business planning with rate sustainability analysis. The rate sustainability analysis included a review of all potable water, wastewater, and reuse water rates. A pricing objectives workshop was conducted with key stakeholders in order to prioritize the rate structure pricing objectives. After a review of all monthly rates with the County, potable water and wastewater rate structures that included base charges by meter size, potable water conservation rates, and modifications to multi-family base charges were all designed and validated by the County steering committee. Relevant bill impact and comparisons were reviewed in order to gain an understanding of impacts to customers.

The business plan involved the review of various business processes and impact analysis on a number of potential process changes including conversion from bi-monthly billing to monthly billing and implementation of AMI metering infrastructure. The steering committee included staff from all utility functions including budget, operations, maintenance, field services, revenue collection, customer service representatives and management. Through a series of workshops with the County, a business case was developed that included both the financial and organization and customer service impacts to each initiative. The results of both the rate sustainability and business case were reviewed and validated by the County steering committee. Final results are scheduled for completion and presentation to the Board of County Commission in early 2015.

Emerald Coast Utilities Authority (Pensacola, FL): Series 2015 - Bond Feasibility Study

Emerald Coast Utilities Authority (ECUA) has identified over $233 million of water/wastewater capital improvements to be implemented in order to be consent order and maintain its utility infrastructure. Raftelis developed an interactive utility financial model to support ECUA's bond and provide a decision support tool for ECUA staff. The financial model provided a five year forecast, interactive dashboard, and capital funding/bond analysis features in order for ECUA to evaluate various alternative funding scenarios. Raftelis collaborated with ECUA staff to develop a strategy of bond sizing placements to complete critical capital improvements while maintaining a strong financial position. Raftelis also develop a financial feasibility report for inclusion in ECUA's official statement for the proposed Utility System Refunding Revenue Bonds, Series 2015 and provided support to ECUA's team of financial advisors.

Village of Islamorada (FL): Wastewater Rate Study, Procurement and Alternative Project Delivery Evaluation

The Village of Islamorada (Village), located in the Florida Keys, is implementing a $115 million central wastewater program by 2015 in order to comply with State of Florida mandates regarding near shore water quality. The wastewater project involves the retrofit of essentially its entire incorporated area, which is currently served by septic tanks and package plants. Tony has served as project manager with regard to ongoing financial planning and wastewater rate policy for the Village. Originally, the financial model included a 10-year forecast based on the Village's planned method of

delivery using the traditional design-bid-build procurement process. However, in 2010 the Village began to explore the design-build-operate (DBO) procurement process as an expedited and more cost effective approach to complete this project. The Village has also maintained two options for treatment services, including onsite wastewater treatment facilities or wholesale treatment services from a nearby special utility district. The financial forecast has evolved to include the DBO procurement method and include the two treatment options, along with additional funding and other options. The financial forecast has been used by the Village for securing $20 million in grant funds, $46 million in low-interest loans, and additional line of credit funding. In addition to financial forecasting and rate policy consulting, Tony participated as a selection committee member with regard to the qualifications and selection process of the DBO procurement. Tony led the committee member efforts regarding evaluation of the various pricing proposals submitted by qualified DBO entities, and presented the results which were accepted by the Village Council. Tony is currently conducting a wastewater rate study for the Village and continues to manage ongoing utility rate and financial consulting services for the Village.

City of Marathon (FL): Wastewater and Stormwater Rate Study, Financial Forecast and Financial Policy Development

The City of Marathon (City) is one of several jurisdictions located in the Florida Keys that has been mandated by the State of Florida to provide central wastewater service to its residents. The City also implemented extensive stormwater infrastructure improvements concurrent to the wastewater project. Tony initially provided public outreach and financial and rate planning support to the City beginning in 2006. As the program became more developed, Tony led a financial forecast study to provide the City with a planning tool for future policy decisions and loan procurement. In 2008, Tony managed a financial feasibility study/report which was used by the City and its financial advisor to secure $30 million of bank-qualified financing and over $80 million of SRF loan financing for the stormwater and wastewater project. Later in 2008, Tony led the City's initial rate study including public outreach and presentation to the City Council. The proposed rates and stormwater assessments were adopted and implemented by the City. Tony continues to manage ongoing utility rate and financial consulting services to the City of Marathon.

Key Largo Wastewater Treatment District (FL): Wastewater Rate Study

Tony has served as project manager for the initial wastewater rate and rate policy development for the Key Largo Wastewater Treatment District (District). The Key Largo Wastewater Treatment District was created by the Florida legislature in June 2002 for the purpose of constructing wastewater treatment systems in the Upper Florida Keys. In 2005, the District was nearing completion of construction in two areas and needed to establish utility rates for these areas and future wastewater service areas where additional construction was planned. Tony led a study of the District's near and long-term revenue requirements with respect to serving these areas. Because the initial wastewater service area was relatively small, a careful analysis of potable water consumption patterns was conducted in order to reasonably forecast future wastewater billings. Initial rates were developed for the first service areas, and these rates were tested and revised in order to provide a consistent rate policy and structure as new areas were added and economies of scale were anticipated. The initial rates and financial forecast were presented to the District Board and adopted as proposed in 2005. Updates to the wastewater financial forecast were provided in 2007 and 2009 which showed that the initial rate development remained valid. The 2009 update was utilized by the District to secure $30 million in a bank qualified loan to finalize its capital funding efforts.

City of Boca Raton (FL): Utility Rate Study, Sewer Availability Policy

Tony managed several projects including a utility revenue sufficiency analysis and a utility rate study for the City of Boca Raton (City). The rate study was completed at the time of decreasing water demand and uncertain economic conditions while significant capital improvements were being completed by the City. Rates were proposed and adopted by the City Council based on recommendations from the rate study and subsequent presentations by Tony. Other studies completed for the City include electric pass-through costs analysis and wastewater availability charge analysis.

City of Oviedo (FL): Utility Acquisition Analysis, Bond Feasibility Report, Utility Rate Study, Reclaimed Water Rate Analysis, Impact Fee Analysis

Tony has managed several projects for the City of Oviedo (City) including an acquisition analysis of the Alafaya Utilities wastewater system (Utilities), financial feasibility report for the Series 2010A and 2010B Bonds ($35,900,000), and ongoing financial forecasts for the City's utility system. The acquisition analysis included a review of historical Utilities' operations and several meetings with the owner's representatives and City representatives. The acquisition analysis considered the historical net revenue stream and reflected certain adjustments for operations under City ownership including a combination of benefits from management synergies as well as lost revenue due to property and franchise fee collections. The City negotiated a successful agreement for the purchase of the Utilities system and has integrated the system into the City's operations. Tony also led utility rate studies that included new reclaimed water service to existing City potable water customers. A financial and demand model was created in order to assist the City in anticipating potable water demand reductions in response to increasing reclaimed water availability. Rate structures were recommended to the City in order to mitigate the impact of the expected loss of potable water revenue on the City's financial condition.

City of Sanford (FL): Utility Rate Study, Loan Assistance, Stormwater Rate Study, Utility Impact Fee Analysis, Police-fire-recreation Impact Fee Analysis

Tony has led numerous rate studies to assist the City of Sanford (City) in meeting several regulatory and economic challenges. Many utility capital improvement initiatives were mandated to the City over the past several years at a time when the City was enduring severe economic hardship. Tony managed a detailed utility financial forecast in order to evaluate numerous capital improvement initiatives and sensitivity analyses regarding future conditions. A special emphasis was placed on rate phasing and avoiding large one-time rate adjustments. The financial forecast was used by City staff in budget planning and resource allocation. The financial forecast also provided the basis for several ad hoc analyses as needed by the City. Tony presented numerous forecasts and rate recommendations to the City Commission and such recommendations have been adopted by the City. He also conducted a stormwater rate analysis for the City with an emphasis on capital planning under the existing utility billing structure.

PROJECT LIST

- City of Alachua (FL) - Reclaimed water rate analysis
- Alabaster Water Board (AL) - Water rate study and miscellaneous charge review
- City of Alabaster (AL) - Sewer rate study
- City of Auburn (AL) - Water and wastewater rate and access fee studies, drought rates, and solid waste rate review
- City of Auburndale (FL) - Water and wastewater financial feasibility report
- City of Boca Raton (FL) - Utility rate study, sewer availability policy
- Charlotte County Utilities (FL) - Comprehensive utility financial forecasts, impact fees and wholesale water cost dispute resolution
- Daphne Utilities (AL) - Utility cost-of-service and financial forecast
- Destin Water Users (FL) - Rate study, financial planning, resource planning
- Emerald Coast Utilities Authority - ECUA (FL) Series 2015 - Bond feasibility study
- Enterprise Community Development District (FL) - Cost-of-service rate study, wholesale cost pass-through analysis
- City of Eustis (FL) - Utility rate studies, business planning, impact fee studies, stormwater utility rate analysis
- Fairfax County (VA) - Wastewater financial forecasting and sufficiency studies
- Florida Keys Aqueduct Authority (FL) - Bond feasibility report, service area expansion, system development charges, miscellaneous charges, reclaimed water rate study, utility policy, water rate study, sewer rate study
- City of Fort Myers Beach (FL) - Water rate study
- City of Groveland (FL) - Utility rate studies, financial forecasts, utility and municipal impact fee studies
- City of Hallandale Beach (FL) - Utility impact fee study, alternative water supply planning

- Indian River County (FL) - AMI Feasibility and business case analysis
- Village of Islamorada (FL) - Wastewater rate study, procurement and alternative project delivery evaluation
- Key Largo Wastewater Treatment District (FL) - Wastewater rate study
- City of Lake Alfred (FL) - Water and wastewater rate study
- City of Lake Wales (FL) - Utility revenue sufficiency analysis and financial model
- City of Largo (FL) - Wastewater financial forecast and rate study, wholesale rate analysis
- City of Marathon (FL) - Wastewater and stormwater rate study, financial forecast and financial policy development
- City of Marco Island (FL) - Water and wastewater rate design
- City of Margate (FL) - Wastewater rate study, impact fee study, alternative water supply planning, stormwater rate study
- City of Marianna (FL) - Utility rate study
- City of Mascotte (FL) - Wastewater rate study; impact fee study
- Town of Montverde (FL) - Water impact fee and rate revenue sufficiency studies
- City of Minneola (FL) - Police, fire, and recreation impact fee study
- City of Mt. Dora (FL) - Impact fee study, utility rate study
- Town of Oakland (FL) - Water rate study, impact fees (water, wastewater, police, roads, parks, administrative); SRF loan business plan
- City of Ocala (FL) - Utility rate studies; revenue sufficiency analysis; water and wastewater impact fees
- City of Oldsmar (FL) - Water resource planning, utility rate study, impact fee study, stormwater study
- City of Oviedo (FL) - Utility acquisition analysis, bond feasibility report, utility rate study, reclaimed water rate analysis, impact fee analysis
- Pinellas County (FL) - Utility business case and rate sustainability study
- City of Plant City (FL) - Water and wastewater rate study, solid waste rate study, stormwater rate study, impact fee study, financial forecasting
- City of Prichard (AL) - Water works and sewer board of city of Prichard - utility revenue sufficiency study
- City of Sanford (FL) - Utility rate study, loan assistance, stormwater rate study, utility impact fee analysis, police-fire-recreation impact fee analysis
- South Island Public Service District (Hilton Head, SC) – Utility rate study
- South Walton Utilities (FL) - Water resource planning, wholesale rate analysis, utility rate studies
- St. John River Water Management District (FL) - Alternative water supply analysis and impact on utilities
- City of Titusville (FL) - Water resource planning
- City of Treasure Island (FL) - Wastewater rate study, cost pass-thru analysis
- City of Tuscaloosa (AL) - Water and sewer impact fee study and impact fee feasibility
- Volusia County (FL) - Utility rate studies, service area evaluations
- City of West Melbourne (FL) - Utility rate study
- West Volusia Water Suppliers (FL) - Alternative water cost allocation for cities of Deland, Deltona, Orange City and Volusia county utilities
- City of Wilton Manors (FL) - Utility rate study
- City of Winter Springs (FL) - Fire impact fee study

PRESENTATIONS

- “RevPlan for Rural Systems,” WaterPro Annual Rural Water Conference, 2019
- “Rate Structures and Financial Planning,” Alabama Water and Wastewater Institute Annual Conference, 2015
- “Capital Finance Planning and Communication” Alabama/Mississippi AWWA, 2015
- “Funding Central Wastewater Retrofits in the Florida Keys” Caribbean Water Works Association, 2015

- "Practical Approaches to Finance Infrastructure Projects in the Current Market," Florida Section AWWA Fall Conference, 2012
- "Right Sizing the Fixed Component in Your Rate Structure," Alabama/Mississippi Section AWWA Conference, 2012
- "Valuing Reclaimed Water," WateReuse Foundation Annual Conference, 2010
- "Implementing Water Conservation into Rate Structure," Florida Section AWWA Fall Conference, 2009
- "Drought Surcharge Rates," Presentation to Tampa Bay Water Regional Water Shortage Management Workshop, 2009
- "Utility Impacts/Reaction/Response to Current Economic Factors," Presentation to Florida Section AWWA, 2009

Shawn Ocasio

PROJECT MANAGER

Senior Manager



ROLE

Shawn will manage the day-to-day aspects of the project ensuring it is within budget, on schedule, and effectively meets the Town's objectives. He will also lead the consulting staff in conducting analyses and preparing deliverables for the project. Shawn will serve as the Town's main point of contact for the project.

PROFILE

Shawn has 16 years of rate and financial consulting experience and has participated on a variety of projects for water, wastewater, reclaimed water, stormwater, and solid waste management utility enterprise systems throughout Florida, Georgia, Alabama, and Virginia. These projects have included revenue sufficiency analyses, cost of service rate design and utility miscellaneous fee design studies, retail and wholesale water rate design engagements, bond feasibility studies, general fund indirect cost allocation analyses, and customer bill impact evaluations. Another area of focus for Shawn is in the development of general government and utility impact fees. He has developed impact fees for police, fire/rescue, parks and recreation, libraries, and general government/administrative municipal services as well as water, wastewater, and reclaimed water utility services for municipal clients updating existing fees and/or implementing fees for the first time.

Specialties

- Computer financial model development
- Revenue sufficiency analyses
- Cost-of-service & rate studies
- Retail and wholesale rate design
- Financing feasibility analyses
- Utility connection/development fees
- Municipal impact fees

Professional History

- Raftelis: Senior Manager (2025-present); Manager (2021-2024); Senior Consultant (2019-2020); Rate Consultant, PRMG (2009-2019)

Education

- Bachelor of Science in Business Administration in Accounting & Finance - University of Central Florida (2008)

Professional Memberships

- AWWA
- Florida Government Finance Officers Association

KEY PROJECT EXPERIENCE

City of Sanford (FL): Water, Wastewater, and Stormwater Rate and Revenue Sufficiency Studies

Shawn has performed a range of services for the City of Sanford (City) since 2011. He assisted in the development of several detailed rate and revenue sufficiency studies for the City's water and wastewater and stormwater enterprise funds. Responsibilities included the development of a detailed billing frequency analysis to identify customer use attributes by class, development of a five-year revenue requirements analysis and capital funding plans, evaluation of fiscal performance and compliance with the authorizing bond resolution (senior-lien bonds) and loan agreements (subordinate lien low-interest loans from the State Revolving Fund loan program) and the development of rate adjustment recommendations to recover the identified cost-of-service. The revenue sufficiency study updates have been prepared annually by Shawn to assist the City in evaluating the utility financial performance and fiscal position as it relates to their overall rate plan and financial strategies. Shawn also assisted the City with the preparation of capital financing plans in support of State Revolving Fund (SRF) Loans. Shawn has also developed a long-term (20-year) financial forecast of revenues, expenses, and capital funding requirements for the stormwater system to aid the City in developing a rate plan that balanced short-term needs with long-term sustainability.

City of Edgewater (FL): Water, Wastewater, Solid Waste, and Stormwater Rate and Revenue Sufficiency Studies

Shawn provided financial consulting services to the City of Edgewater (City) annually from 2015 through 2023. These services included the performance of annual in-depth revenue sufficiency studies for the City's water, wastewater, stormwater, and solid waste utility enterprise systems. These projects involved the development of detailed multi-year financial forecast models for each individual utility system. The models were used in projecting customer account growth and sales, rate and other miscellaneous revenues, operating expenses, operating and other internal transfers, existing debt

payments, and capital funding needs. During each study a funding strategy was then developed with the City staff in order to optimize the utilization of existing resources while also employing additional borrowing to mitigate customer rate impacts. Shawn has also assisted the City in evaluating the financial impacts of various solid waste system operating efficiency alternatives. The City provided several operating alternatives that were prepared by a solid waste operations expert, and Shawn evaluated the projected savings under each scenario. Public presentations to the City Commission were also made to present the results of each annual update and obtain feedback and guidance from City leadership. The recommendations of each study have been approved by the City Commission annually.

City of St. Augustine (FL): Water and Wastewater Rate and Impact Fee Studies

Shawn provided consulting and analytical support in the performance of an in-depth revenue sufficiency review and rate study for the City of St. Augustine (City) water and wastewater utility system. The study included the development of a detailed 10-year financial forecast model to evaluate the sufficiency of revenues to fully fund the utility's operating, capital and other expenditure needs. This task required an in-depth review of the City's customer billing records to develop a detailed customer sales projection, billing frequency analysis and revenue model as well as a review of historical and budgeted system operating expenditures as the basis for projecting expenditures. Shawn assisted in the development of revised rate structures based on industry allocation methods to i) recognize increased fixed cost recovery through the restructuring of the base facility charge; ii) removal of the minimum flow allowances to promote a more accurate pricing of water used and billed wastewater flow; iii) initiated a reduction to the outside city surcharge to provide more commonality among all customers; and iv) to promote equity among customer classes. The evaluation also included a detailed customer impact evaluation (based on the billing frequency analysis) for presentation to the City Commission. Additionally, the study also included the development of utility impact fee analysis for the Utility.

City of Winter Garden (FL): Police, Fire Protection, and Recreational Municipal Impact Fees

Shawn has assisted in an analysis of the City of Winter Garden's (City) police, fire protection, and recreational municipal impact fees. During this project, he performed an analysis of population projections, dwelling unit relationships, and developed corresponding growth projections. He also assisted in discussions with the City regarding the determination of level of service (LOS) standards and the capital requirements needed to serve new development. Shawn then assisted in the design of the impact fees for the residential and non-residential customer classes.

City of Ocoee (FL): Water and Wastewater Rate and Bond Feasibility Studies and Financial Consulting Services

Shawn has performed a variety of consulting services for the City of Ocoee (City). He assisted in the development of detailed rate and revenue sufficiency studies for the City's water and wastewater utility enterprise funds. He has also assisted the City in the financial due diligence and financial feasibility report supporting the issuance of $21.8 million in utility revenue bonds for funding improvements to the water and wastewater utility system. Responsibilities included the development of a detailed billing frequency analysis to identify customer use attributes by class, detailed revenue projections, development of a 6-year revenue requirements analysis and capital funding plan, and the development of rate adjustment recommendations. He also assisted in the development of a reclaimed water rate design analysis to help the City with scenario planning for funding its expanding reclaimed water system.

City of Oakland Park (FL): Utility and Municipal Impact Fee Feasibility Analysis and Recreation Impact Fee Updates

Shawn performed an impact fee feasibility analysis for the City of Oakland Park's (City) stormwater, solid waste, police, fire/EMS, library, general government and parks and recreation services. This feasibility analysis included a review of capital cost information, level of service criteria, typical/hypothetical fee levels, industry standards and norms and typical application methods for stormwater, solid waste, police, fire/EMS, library, general government and parks and recreation impact fees. This analysis then included a review of the type and extent of the City's anticipated development to develop an estimate of potential revenues to assess the potential benefit to the City of implementing the various impact fees. Based on the results of the feasibility analysis, Shawn then completed a parks and recreation impact fee study for the City.

City of Miramar (FL): Police, Fire Protection, and Recreational Municipal Impact Fee Study

Shawn performed a municipal impact fee study for the City of Miramar (City) that included fees associated with police, fire protection, and recreational services. This study included an analysis of growth and population projections, dwelling units, call data, and Level of Service (LOS) standards, and existing and planned capital facilities. For police and fire protection services the impact fees were designed for residential and non-residential classes of customers. The fees designed in the recreation services analysis were for residential customers only and included the development of a recreation impact fee for facilities and a separate community parks land dedication fee for land for properties not covered by a land donation agreement. Shawn has also assisted in the performance of stormwater revenue sufficiency studies for the City. These studies included developing projections of operating expenses, revenues, and capital funding and then evaluation the overall revenue sufficiency of the system and developing rate recommendations for implementation.

PROJECT LIST

- City of Apopka (FL)
- City of Bartow (FL)
- City of Boynton Beach (FL)
- City of Cape Coral (FL)
- City of Casselberry (FL)
- Charlotte County (FL)
- Citrus County (FL)
- City of Clermont (FL)
- City of Dade City (FL)
- Town of Davie (FL)
- City of Deerfield Beach (FL)
- City of Groveland (FL)
- City of Hallandale Beach (FL)
- Immokalee Water and Sewer District (FL)
- Town of Lake Park (FL)
- City of Lake Wales (FL)
- City of Longwood (FL)
- Manatee County (FL)
- City of Marathon (FL)
- City of Mount Dora (FL)
- City of Ocala (FL)
- City of Ormond Beach (FL)
- City of Oviedo (FL)
- City of Palm Coast (FL)
- City of Panama City Beach (FL)
- City of Port Orange (FL)
- City of St. Cloud (FL)
- City of St. Pete Beach (FL)
- Sarasota County (FL)
- City of Stuart (FL)
- City of Treasure Island (FL)
- City of Umatilla (FL)
- Wakulla County (FL)
- City of Warner Robins (GA)
- City of Winter Garden (FL)

Matthew Ori



PROJECT ANALYST
Senior Consultant

ROLE

Matthew will work at the direction of Shawn in conducting analyses and preparing deliverables for the project.

PROFILE

Matthew provides analytical support for utility financial forecasts, water and sewer rate design, and revenue sufficiency analyses for the firm's water, wastewater, stormwater, and solid waste clients. Matthew has provided analytical support to over 20 different utilities. Matthew has also supported due diligence and litigation services, utility acquisitions and assisted in the preparation of several financial feasibility studies, disclosure of the water and wastewater system, reports, and customer statistical analyses.

Specialties
- Financial forecast modeling
- Customer billing analysis
- Rate comparison/surveys
- Rate design modeling
- Customer bill impact & affordability analyses
- Management dashboard & financial metrics
- Stormwater modeling

Professional History
- Raftelis: Senior Consultant (2021-present); Consultant (2019-2020); Senior Rate Analyst, PRMG (2017-2019); Analyst, PRMG (2012-2017)

Education
- Bachelor of Science in Business Administration, Finance - University of Florida (2012)

Professional Memberships
- Florida Stormwater Association (FSA)

KEY PROJECT EXPERIENCE

City of West Palm Beach (FL): Water and Wastewater Revenue Sufficiency Study

Matthew has assisted the City of West Palm Beach (City) in development of the most recent water and wastewater revenue sufficiency study. Matthew updated the City's rate/financial model, including customer statistics, revenues, water and wastewater operating cost, and costs associated with the East Central Regional (ECR) wastewater treatment project, as well as assisting in the development of various financial forecast assumptions. Matthew prepared and analyzed detailed customer billing records in support of bill frequency analysis and customer demand forecast, projection of operating and maintenance expenses and financial sensitivity analyses due to changes in timing and overall level of funding for identified capital improvement projects

City of Cooper City (FL): Water and Wastewater Revenue Sufficiency Study, Stormwater Revenue Sufficiency Study, Rate Development Study

Matthew has been assisting the City of Cooper City (City) since 2013 in development of their water and wastewater revenue sufficiency studies. Matthew updated the City's rate/financial model, including customer statistics, revenues, water and wastewater operating cost, historical customer billing analysis, as well as assisting in the development of the financial forecast assumptions. Matthew prepared and analyzed detailed customer billing records in support of bill frequency analysis and customer demand forecast, projection of operating and maintenance expenses and financial sensitivity analyses due to changes in timing and overall level of funding for identified capital improvement projects. In addition, Matthew has assisted the city in the development of their stormwater revenue sufficiency and rate development study in conjunction with assistance in identifying customer accounts within the system that meet different class criteria.

Martin County (FL): Water and Wastewater System Financial Forecast, Biosolids Treatment Analyses, Solid Waste Financial Forecast, Capital Finance Plan & Business Plan

Matthew has been working with Martin County (County) since 2012 and has assisted in the update and development of the 10-year water and wastewater system financial forecast in support of revenue sufficiency and rate design studies. Matthew was responsible for the compilation and historical trend analysis of customer billing statistics, billing frequency analyses, trends in operating expenses and comparisons of budgeted to actual operating results. Matthew has also assisted in developing the forecast of customer growth, demand, and operating expenditures. The results of the analyses and the financial model updated by Matthew were presented to County staff during interactive work sessions to gain input from

the client and present the sensitivity of various changes in assumptions. In addition, Matthew also provided analytical support for cost/benefit analyses for alternative biosolids treatment processes and forecast of non-ad-valorem special assessment revenues, as well as utility rate surveys and comparisons. In addition, Matthew has assisted on the solid waste financial forecast in support of revenue sufficiency study, including review of hauler agreements and analysis of historical tonnage statistics. Matthew also assisted the County in the development of their Capital Finance Plan and Business Plan in conjunction with the issuance of water and sewer SRF Loans.

Hillsborough County (FL): Solid Waste Financial Forecast, Stormwater Financial Forecast

Matthew has assisted Hillsborough County (County) in the development of a five-year solid waste financial forecast in support of revenue sufficiency and analysis of new franchise hauler agreements within the system. Working directly with staff, Matthew has assisted in the analysis of franchise area billing units, recycling revenues, and the costs associated with landfill operating and closure. In addition to the solid waste forecast, Matthew also assisted the County with rate surveys and comparisons and has assisted in the development of the water and wastewater system financial forecast. In addition, Matthew has assisted the County in the development of a five-year stormwater financial forecast in support of revenue sufficiency and analysis of new rate alternatives within the system, including detailed analysis of several capital plan alternatives.

Village of Golf (FL): Water and Wastewater Financial Forecast, Capital Finance Plan and Business Plan

Matthew has assisted Village of Golf (Village) in the development of a five-year water and wastewater financial forecast. Matthew updated the Village's rate/financial model, including customer statistics, revenues, water and wastewater operating cost, historical customer billing analysis, as well as assisting in the development of the financial forecast assumptions. Matthew prepared and analyzed detailed customer billing records in support of bill frequency analysis and customer demand forecast, projection of operating and maintenance expenses and financial sensitivity analyses due to changes in timing and overall level of funding for identified capital improvement projects. In addition, Matthew has assisted the city in the development of their Capital Finance Plan and Business Plan in preparation of issuing State Revolving Loans and worked alongside the village's engineering consultants and FDEP in the preparation of the files.

Village of Tequesta (FL): Water Revenue Sufficiency Study & Stormwater Financial Forecast Analysis

Matthew has assisted Village of Tequesta (Village) since 2019 in development of their water revenue sufficiency studies. Matthew updated the Village's rate/financial model, including customer statistics, revenues, historical customer billing analysis, as well as assisting in the development of the financial forecast assumptions. Matthew prepared and analyzed detailed customer billing records in support of bill frequency analysis and customer demand forecast, projection of operating and maintenance expenses and financial sensitivity analyses due to changes in timing and overall level of funding for identified capital improvement projects. Matthew has also assisted the village in determination of a capital recovery charge to help the village fund various large scale capital programs over a twenty year time period. In addition, Matthew has assisted the village in the development of their stormwater revenue sufficiency and rate development study in conjunction with updating their stormwater rate structure which included detailed analysis of the customer statistics, review of impervious surface area for rate design, and capital funding analysis.

Manatee County (FL): Stormwater Financial Forecast Analysis

Matthew was responsible for the development of the stormwater financial forecast analysis, detailed customer statistical analyses, as well as assisting in the rate design analyses to help support of the creation of the Manatee County stormwater program. Matthew assisted in the creation of presentations for the County Commission Meetings, as well as assisting in continued education for the customers. In order to provide additional information concerning the effective rate for the system, Matthew assisted in detailed evaluations of system needs and to support the creation of the stormwater program.

City of Orlando (FL): Stormwater Financial Forecast Analysis

Matthew was responsible for the development of the stormwater financial forecast analysis, including an institutional background review of comprehensive annual financial reports and outstanding loan agreements. Matthew prepared detailed customer statistical analyses, as well as assisting in the rate design analyses to help support revenue projections.

In order to provide additional information concerning the effects of the rate impacts to customers' utility bills, Matthew prepared detailed bill comparisons evaluating individual bills for different rate alternatives.

City of Sunrise (FL): Water and Wastewater Financial Forecast and Utility Acquisition Study

Matthew has assisted the City of Sunrise (City) in development of the most recent water and wastewater financial forecast as well as rate design for the system. Matthew updated the City's rate/financial model, including customer statistics, revenues, water and wastewater operating cost, historical customer billing analysis, as well as assisting in the development of the financial forecast assumptions. Matthew prepared and analyzed detailed customer billing records in support of bill frequency analysis and customer demand forecast, projection of operating and maintenance expenses and financial sensitivity analyses due to changes in timing and overall level of funding for identified capital improvement projects. Additionally, Matthew assisted in customer impact analysis during the rate design process to help ensure fair and equitable rates were being designed, as well as the rate design process. Matthew has also assisted in a utility acquisition analysis between the City of Sunrise and Town of Davie utilities. The work effort involved analyzing the Town of Davie under different scenarios under Sunrise, including different rate options, debt financing assumptions, capital finance planning, and customer growth assumptions. Matthew and the team worked closely city and town staff as well as consulting engineers throughout the duration of the project.

Hernando County (FL): Water and Wastewater Financial Forecast, Water and Sewer Rate Design, Connection Fee Rate Design & Miscellaneous Fee Rate Design

Matthew has assisted Hernando County (County) in development of the most recent water and wastewater financial forecast as well as rate design for the system. Matthew updated the County's rate/financial model, including customer statistics, revenues, water and wastewater operating cost, historical customer billing analysis, as well as assisting in the development of the financial forecast assumptions. Matthew prepared and analyzed detailed customer billing records in support of bill frequency analysis and customer demand forecast, projection of operating and maintenance expenses and financial sensitivity analyses due to changes in timing and overall level of funding for identified capital improvement projects. Additionally, Matthew assisted in customer impact analysis during the rate design process to help ensure fair and equitable rates were being designed, as well as the rate design process.

Matthew also assisted the County in the development of their water and sewer connection fees. This involved detailed analysis of the County's fixed asset records and capital plan to determine what was eligible to be included in fee.

Additionally, Matthew assisted in the design of several miscellaneous fees for the County, involving interviewing support staff to determine what went into the fee, analyzing costs associated with materials and labor as they relate to specific customer requests.

PROJECT LIST

- Brevard County (FL) – Water/Sewer revenue sufficiency study, impact fee analysis, and miscellaneous analytical assistance
- City of Clermont (FL) – Miscellaneous analytical assistance
- City of Daytona Beach (FL) – Miscellaneous analytical assistance
- City of Dunnellon (FL) – Impact fee analysis and miscellaneous analytical assistance
- Dunes CDD (FL) – Water/Sewer revenue sufficiency study
- City of Edgewater (FL) – Water/Sewer revenue sufficiency study and stormwater revenue sufficiency study
- Fairfax County (VA) – Water/Sewer revenue sufficiency study
- Flagler County (FL) – Miscellaneous analytical assistance
- Florida Governmental Utility Authority (FL) – Acquisition analysis, impact fee analysis, and bond feasibility
- City of Highland Beach (FL) – Miscellaneous analytical assistance
- Hernando County (FL) – Water/Sewer revenue sufficiency studies
- Lee County (FL) – Miscellaneous analytical assistance

- City of Longwood (FL) – Water/Sewer revenue sufficiency study
- Martin County (FL) – Bond feasibility
- City of Miami Beach (FL) – Stormwater revenue sufficiency study, bond feasibility, and miscellaneous analytical assistance
- Nassau County (FL) – Acquisition analysis
- Newton County (GA) – Water/Sewer revenue sufficiency study
- Newton County Water and Sewage Authority (GA) – Water/Sewer revenue sufficiency study
- City of Ocala (FL) – Stormwater revenue sufficiency study and rate design/rate adequacy
- City of Oconee (GA) -
- City of Panama City Beach (FL) – Impact fee analysis
- Riviera Beach Utility District (FL) – Miscellaneous analytical assistance and Bond Feasibility
- City of St. Pete Beach (FL) – Impact fee analysis and miscellaneous analytical assistance
- Sarasota County (FL) – Miscellaneous analytical assistance
- Stafford County (VA) – Water/Sewer revenue sufficiency study
- City of Titusville (FL) – Miscellaneous analytical assistance

PROJECT UNDERSTANDING, APPROACH, AND AVAILABILITY

Project Understanding, Approach, and Availability

Project Understanding

This section describes the project team's understanding of the utility rate consulting services required by the Town. Based on our review of the information contained in the Town's request for proposals we have prepared a work plan and schedule for a wastewater and stormwater utility rate revenue sufficiency study and bond feasibility study. Based on our overall understanding of the project, we believe the major services required by the Town include:

- Review of the Town's financial planning and rate administrative issues including bond documents, rate resolutions, ordinances, and current rate administrative practices.
- Development of projections of wastewater and stormwater customers, sales and units, and service characteristics for financial planning and rate evaluation purposes.
- Review the Town's utility financial planning/budgetary process to develop projections of the annual cash revenues and expenditures (e.g. operating expenses, transfers, debt payments, etc.) for the utility systems.
- Evaluate the overall financial position of the utility systems and evaluate compliance with financial performance measures and targets.
- Review the utility system's capital improvement plans and develop capital funding plans that minimize, to the extent possible, the rate impact of funding such improvements.
- Design wastewater and stormwater utility system rate adjustments based on the Town's pricing philosophy, and financial goals and objectives.
- Assist the Town with the public information and rate implementation plan and adoption process to provide information and gain support for the approval of the proposed rates and fees for utility service.
- Preparation of a bond feasibility analysis based on the rate studies that details historical and projected financial operating results and debt service coverage in support of the issuance of additional debt.

General Project Approach

Our approach entails a utility financial and rate planning process that will be consistent with the Town's management goals, the existing financial planning and budgetary process, financial information systems and data, and the goals and objectives previously discussed. The critical nature of the rate consultant's role will require a project team capable of coordinating with the Town staff and, as necessary, other consultants, financial advisors, grant and legal counsel, to solve issues related to:

- Capital funding plans;
- Current and future revenue requirements;
- Current and future rate levels;
- Cost recovery strategies; and
- Rate and fee levels.

Our general approach to providing the proposed utility rate consulting services for the Town will place a major emphasis on the coordination elements of the study process. The Raftelis project team includes a senior level principal and project manager that together have over sixty-three years of experience on numerous utility rate projects. These team members have also individually managed numerous water, wastewater, reclaimed water, electric, stormwater, solid waste and natural gas rate studies and bond feasibility studies for public sector clients in Florida.

Experience has taught us to perform rate studies in a series of phases. We have found this approach to be very successful in meeting the rate and financial planning needs of our clients. We believe a phased approach to the work plan will help to successfully coordinate the efforts of our project team and the Town staff for the following reasons:

1. A phased approach allows the Town staff to get involved in the fundamental planning assumptions and analysis at various points throughout the study and to continuously monitor the study progress;

2. It allows the Town staff to provide more effective input to the rate study process to make strategic decisions, and to affirm that the study is on course and consistent with the Town's policies, goals and objectives, thus ensuring a successful project;
3. It allows the Town staff to fully understand the individual study components of the study and promotes a more effective public information program.

Key Project Challenges & Solutions

We understand the Town has identified historical data limitations (RFP Sec 3.5.1). Our approach to mitigate this includes relying on audited financials, institutional knowledge from the City's project team, and focusing on forward-looking engineering data rather than historical granular trends.

Rate Study Proposed Work Plan

Our approach also includes project management and quality control steps to ensure that study results are reasonable, achieved cost effectively, and on schedule. A rate study schedule will be developed in conjunction with the Town staff at the beginning of the project. The schedule will be reviewed by the Project Manager on an ongoing basis and updated, as required, to keep track of study progress. Scheduling problems, corrective measures and adjustments, as necessary, will be coordinated with the Town staff as they occur. Additionally, a detailed cost estimate by study task will be prepared for each specific project phase and task. This cost estimate will be used to track actual project costs and will be reviewed periodically to ensure project cost control.

Key Project Steps

The key steps and actions necessary to complete the project scope include:

A. Wastewater Utility Rate Study

Task 1 – Data Request and Data Gathering

Raftelis will prepare a written data request for the collection of financial, customer billing, operating, engineering, and planning data necessary to conduct the Wastewater Utility Rate Study. Information requested will include, but is not limited to, financial statements, existing rate schedules, operating budgets and capital work plans, existing debt service schedules, wholesale treatment agreements and rates, fixed asset data and customer billing data. The initial data request will be as comprehensive as possible; however, it is contemplated that follow up data requests will be required during the study. Once the Town has responded to the initial data request, the data provided will be reviewed and incorporated into the development of Town's utility financial planning and rate model. This task assumes a total of 12 hours (Senior Manager at 4 hours and a Consultant at 8 hours) associated with data gathering, compilation, and validation activities. One (1) virtual project kickoff meeting will be held as a part of this task to discuss project objectives, timeline, and any data request related questions the Town may have.

Task 2 – Customer, Sales and Revenue Forecast

Raftelis will prepare an updated forecast of customer and usage requirements for the Wastewater Utility based on detailed customer account information provided by the Town. This task will include review of the most recent historical customer statistics by services type and rate classification and the development of a forecast of customers and revenues based on the best available information about future growth. This task also includes preparing a detailed profile of billing determinants for the Wastewater Utility to be included in the financial forecast. The first step of this task will be to work with Town staff to specify the billing data to be provided. Once the customer billing data is provided it will be summarized and assembled for use in the financial forecast models and revenue sufficiency reviews. This summarized customer billing and sales data will then be applied to the current customer billing rates to develop a projection of rate revenues for the forecast period.

Task 3 – Development of Projected Revenue Requirements

Raftelis will prepare a five-year financial forecast and revenue requirements analysis based on the Town's proposed FY 2026 Budget and CIP for the Wastewater Utility System. This task will include analysis of operations and maintenance expenses, capital expenditures and funding criteria, and other non-operating costs such as debt service, renewal and replacement funding requirements and general fund transfers. A general review of any existing or proposed debt covenant compliance issues will also be performed. This task will also include the development of a forecast of revenues and income including utility rate revenues, other operating revenues from miscellaneous service charges and other income such as interest income on fund balances. The forecast of utility rate revenues will be based on applying the adopted rate schedules to the customer forecast and detailed profile of billing determinants developed in Task No. 2. The final step in this task will be to compare the projected revenues from existing rates with the projected revenue requirements to estimate the adequacy of current and future rate levels. Based on this summary of the adequacy of rates, Raftelis will then develop proposed Wastewater Utility rate adjustments. Up to three (3) rate adjustment / funding scenarios are contemplated as a part of this task. Up to two (2) virtual meetings at up to two (2) hours long each are anticipated as a part of this task.

Task 4 – Wastewater Rate Design

Based on the overall revenue requirements identified in Task 3, Raftelis will develop rates for wastewater service including monthly base charges and usage related charges based on the rate adjustment scenarios developed in Task 3. Up to two (2) design scenarios are contemplated as a part of this task. An evaluation of the feasibility of implementing a wholesale treatment adjustment clause will be provided as part of the rate design task. A comparison of the proposed rates with the Town's existing rates and the rates of other neighboring utilities will be prepared to disclose the impact of any proposed rate adjustments. Up to two (2) virtual meetings at one (1) hour long each are anticipated as a part of this task.

Task 5 – Wastewater Rate Study Results

Raftelis will attend one (1) onsite public workshop meeting and one (1) onsite public hearing to present the results of the wastewater rate study to the Town Council. This task will also include preparation of a PowerPoint briefing document and a letter report to summarize the study results and review of the Town's draft rate resolution as drafted by the Town's Attorney.

LIST OF ANTICIPATED DELIVERABLES:

The deliverables to be provided with respect to the preparation of the Wastewater Rate Study shall include the following items:

- Initial Data Request
- Projected Revenue Requirements and the Adequacy of Existing Rates
- Proposed Wastewater Rates
- Rate Comparison of Proposed Rates with Existing Rates and Other Jurisdictions
- Briefing Document to Summarize the Rate Study
- Report Summarizing the Rate Study, Assumptions and Recommendations

MEETINGS:

As described in the tasks above, Raftelis will attend up to seven (7) total meetings during the course of the project comprised of two (2) onsite meetings and five (5) offsite / virtual meetings.

1. One (1) offsite / virtual project kickoff meeting to review the project goals and objectives as well as discuss any preliminary related data questions and finalize the project schedule with Town staff.
2. Four (4) offsite / virtual meetings to discuss data related questions, review study assumptions, discuss results with Town staff.
3. Two (2) onsite meetings to present the assumptions, conclusions, and recommendations of the Study to the Town Council. It should be noted that these two (2) meetings are anticipated to be shared with the Stormwater Revenue Sufficiency Study's onsite meetings in order to provide certain cost efficiencies for the Town.

Additional Services

During the course of the study, the Town may request additional services from Raftelis. Such services will not be conducted until authorized by the Town as mutually agreed between the Town and Raftelis. The Town will be billed for such additional services based on the hourly rate schedule of Raftelis' employees as shown in this agreement or some other basis as mutually agreed between the Town and Raftelis. Although no additional services are anticipated for this engagement, examples of additional services may include (but not be limited to) the following:

1. Attendance of additional meetings above what is contemplated in the scope of services. Should meetings that were originally anticipated to be shared later be held separately then this will constitute additional meetings.
2. Providing general consulting services relating to meeting with third parties regarding the derivation of the fees, providing litigation support services in the event of a challenge of the fees, and other related issues not contemplated in the above scope of services.
3. Development of miscellaneous fees or charges for services such as wastewater impact fees, tap fees, late payment fees.
4. Additional time associated with data gathering and compilation activities above what is already contemplated in Task 1 above.
5. Delays in the project schedule that would affect the budget for the scope of services reflected herein.
6. Development of additional rate adjustment analyses / funding scenarios / rate design scenarios above those contemplated in the Tasks 3 and 4 above.

B. Stormwater Utility Revenue Sufficiency Study

The following represents the scope of services for the preparation of a Stormwater Utility Revenue Sufficiency Study for the Town. The tasks included in the scope of services are described below:

Task 1 – Project Initiation / Data Request and Data Gathering

The project initiation phase consists of three tasks that include:

1. Initial Project Meeting
2. Data Collection and Review

Task 1.1 – Initial Project Meeting – To begin this project, Raftelis staff will attend one (1) virtual meeting with Town staff to discuss the project's data requirements, schedule, and project goals and objectives.

Task 1.2 – Data Collection/Review – Raftelis will prepare a data request to facilitate the collection of operating, financial and customer data, and any other information needed to prepare the Study. It should be noted that this task anticipated eight (8) hours of time (2 Senior Manager hours and 6 Consultant hours) associated with data gathering and compilation activities. Examples of the data required include (but are not limited to):

1. Detailed Operating budgets and projection of operating expenses to reflect any changes in the level of service;
2. Five Year Capital Improvement Plan; and
3. Detailed Equivalent Residential Billing statistics.

Task 2 – Stormwater Utility Financial Analysis

Raftelis will review the Town's stormwater utility operating budgets and capital improvement plan and will develop a five-year financial analysis based on the proposed Fiscal Year 2026 operating and capital budget. The results of the five-year financial analysis will be used to develop proposed rates and capital funding strategies.

1. Identification of five-year stormwater utility expenditures needs for operations, maintenance, administration, equipment, capital improvements and asset replacement including any future staffing needs such as additional maintenance crews. The projected revenue requirements will address the Town's future staffing plan and anticipated capital projects and incorporate such costs into the projected revenue requirements. To develop

projections of revenues under existing rates, Raftelis will work with the Town to identify projected new development.

2. Summarizing the five-year revenue requirements analysis for the stormwater management program and evaluating the adequacy of currently adopted stormwater rates. Up to three (3) rate adjustment / funding scenarios are anticipated as a part of this task.
3. During preparation of the five-year revenue requirements analysis, Raftelis will attend up to three (3) offsite / virtual meetings with Town staff to review the projected costs and alternative funding methods that will serve as the basis for proposed rates for stormwater service. Each offsite / virtual meeting is anticipated to last up to two (2) hours long.

Task 3 – Develop Stormwater Rates

In this task, Raftelis will develop overall rate adjustments applied to the existing rate methodology to recover the expenditures identified in the five-year financial analysis. Up to three (3) scenarios are anticipated as noted in Task 2 above.

Task 3.1 – Develop Proposed Stormwater Rates – Raftelis will prepare a schedule of proposed rates based on a uniform application of the recommended rate revenue adjustments.

Task 3.2 – Comparison of Proposed Rates – Raftelis will prepare a comparison of the proposed rates with the existing rates and the rates of other neighboring utilities.

Task 3.3 – Update Stormwater Utility Rate Ordinance – Raftelis will review the Town's proposed stormwater utility rate resolution as prepared by the Town's Attorney.

Task 4 – Report Preparation and Presentation

The results of the stormwater rate study will be summarized in a letter report for presentation to the Town. The report will document Raftelis' assumptions and considerations, a summary of the methodologies relied upon in developing the proposed rate adjustments, and our findings and conclusions.

In order to present the rates to the Town and the public, Raftelis will make two (2) onsite presentations to the Town Council, as appropriate, to discuss the recommended utility rates and the effects of billing such rates on the utility customers.

DELIVERABLES:

- **Deliverable 1** – At the conclusion of Task 3, a comparison of the existing and proposed rates and a comparison to other utilities stormwater service rates.
- **Deliverable 2** – At the conclusion of Task 4, a rate study report and briefing materials documenting our assumptions, analyses, observations, and conclusions associated with the financial forecast and design of proposed rates.

MEETINGS:

As described in the tasks above, Raftelis will attend up to six (6) total meetings during the course of the project comprised of two (2) onsite meetings and four (4) offsite / virtual meetings.

1. One (1) offsite / virtual project kickoff meeting to review the project goals and objectives as well as discuss any preliminary related data questions and finalize the project schedule with Town staff.
2. Three (3) offsite / virtual meetings to discuss data-related questions, review study assumptions, discuss results with Town staff.
3. Two (2) onsite meetings to present the assumptions, conclusions, and recommendations of the Study to the Town Council. It should be noted that these two (2) meetings are anticipated to be shared with the Wastewater Rate Study's onsite meetings in order to provide certain cost efficiencies for the Town.

Additional Services

During the course of the study, the Town may request additional services from Raftelis. Such services will not be conducted until authorized by the Town as mutually agreed between the Town and Raftelis. The Town will be billed for such additional services based on the hourly rate schedule of Raftelis' employees as shown in this agreement or some other basis as mutually agreed between the Town and Raftelis. Although no additional services are anticipated for this engagement, examples of additional services may include (but not be limited to) the following:

1. Attendance of additional meetings above what is contemplated in the scope of services. Should meetings that were originally anticipated to be shared later be held separately then this will constitute additional meetings.
2. Providing general consulting services relating to meeting with third parties regarding the derivation of the fees, providing litigation support services in the event of a challenge of the fees, and other related issues not contemplated in the above scope of services.
3. Development of miscellaneous fees (late payment fees, etc.).
4. Additional time associated with data gathering and compilation activities above what is already contemplated in Task 1 above.
5. Delays in the project schedule that would affect the budget for the scope of services reflected herein.
6. Development of additional rate adjustment analyses / funding scenarios above those contemplated in the Tasks 2 and 3 above. Note the scenarios in Tasks 2 and 3 are the same three (3) and not additive of each other.

C. Bond Feasibility Study

The scope of service is related to the preparation of a Bond Feasibility Study for the wastewater and stormwater utility systems. The scope of services shall be as follows:

Task 1 – Data Acquisition and Review

Raftelis will prepare a written data request outlining the necessary information that will need to be compiled by the Town in order to prepare a Bond Feasibility Study following the adoption of the Wastewater and Stormwater Rate studies. The data requested will include, but not be limited to, the following: i) historical operating results for Fiscal Years 2021 through 2025 for each system; ii) historical customer billing information for the ten largest customers of each system, iii) historical and future population and development information; iv) any updates to the capital improvement program, v) planning documents including information regarding current and/or planned level of service standards; and vi) other data and information considered necessary to perform the study. Raftelis will attend up to six (6) virtual meetings (each up to two hours long) with the Town's financing team during preparation of the Bond Feasibility Study to obtain direction and guidance on issues and objectives of the study and to collect and review information associated with the study. It should be noted that the data gathering / compilation activities associated with this task are anticipated at ten (10) hours of time (2 Senior Manager hours and 8 Consultant hours).

Task 2 – Historical and Projected Operating Results

This task will include a review and summarize service area demographics and types of customers served including any projections of service area population and new development by type of development (e.g., single-family, multi-family, commercial etc.). In addition, an evaluation of historical operating results for Fiscal Years 2021 through 2025 will be compiled and projected operating results based on the results of the Wastewater and Stormwater Rate Studies. The projected operating results will include the proposed capital financing plan and projections of debt service coverage.

Task 3 – Preparation of Bond Feasibility Report

Raftelis will coordinate with the Town's engineers and financial staff to prepare the Bond Feasibility Report to include discussions of the Town's wastewater and stormwater utility system rates, and historical and projected operating results. Up to three (3) iterations/drafts of the report are anticipated as a part of this task.

Task 4 – Additional Bonds Test and Certificates

Based on historical available information Raftelis will prepare an Additional Bonds Test, as necessary for the Bond Feasibility Report and a Closing Certificate upon completion of the study.

LIST OF ANTICIPATED DELIVERABLES:

The deliverables to be provided in this engagement include the following items:

- Data Request
- Draft and Final Bond Feasibility Study Reports
- Additional Bonds Test
- Closing Certificate

MEETINGS:

As described in the tasks above, Raftelis will attend up to six (6) offsite / virtual meetings during the course of the project.

1. Six (6) offsite / virtual meetings to discuss data-related questions, to discuss study assumptions, discuss deliverables, and other relevant items with the Town's financing team.

Additional Services

During the course of the study, the Town may request additional services from Raftelis. Such services will not be conducted until authorized by the Town as mutually agreed between the Town and Raftelis. The Town will be billed for such additional services based on the hourly rate schedule of Raftelis' employees as shown in this agreement or some other basis as mutually agreed between the Town and Raftelis. Although no additional services are anticipated for this engagement, examples of additional services may include (but not be limited to) the following:

1. Attendance of additional meetings above what is contemplated in the scope of services.
2. Providing general consulting services relating to meeting with third parties regarding the derivation of the fees, providing litigation support services in the event of a challenge of the fees, and other related issues not contemplated in the above scope of services.
3. Additional time associated with data gathering and compilation activities above what is already contemplated in Task 1 above.
4. Delays in the project schedule that would affect the budget for the scope of services reflected herein.
5. Development of additional rate adjustment analyses / funding scenarios outside of what was adopted as a part of the Wastewater Rate Study and Stormwater Revenue Sufficiency Study.
6. Development of additional drafts of the feasibility report above the three (3) iterations contemplated above.

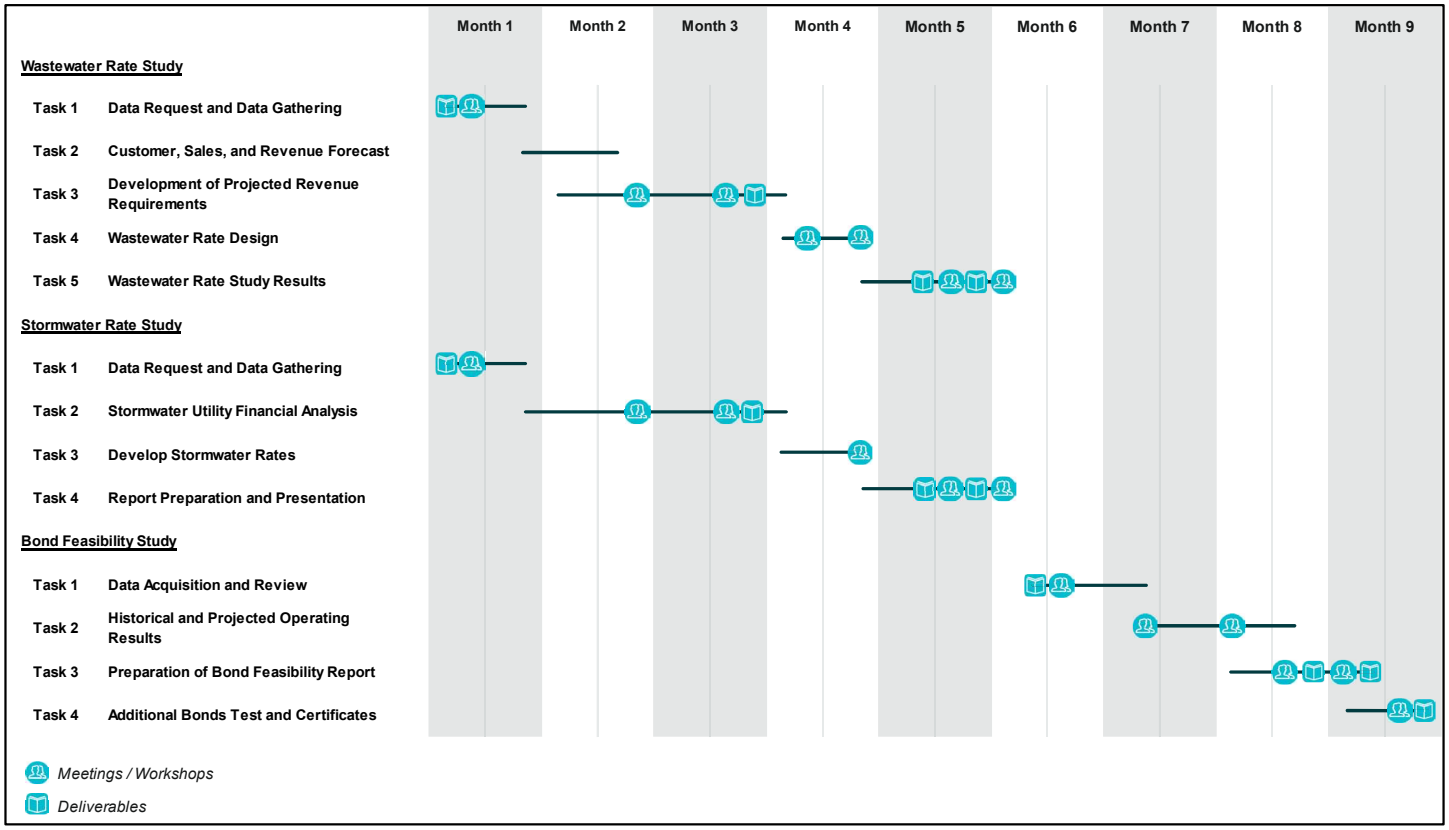
Town Staff Assistance

As with any major study performed for a public utility, the staff will be called upon to provide assistance to the consulting team in order to successfully complete the engagement on a timely basis. We believe that the staff time will be limited primarily to data gathering and a review and supervisory role and that the primary analytical activities will be performed by the project team members. The following is a list of the tasks anticipated to be performed by the project team members that represent the staff of the Town:

1. The gathering of specific customer, operational, financial, and facility data and information to be used in the project;
2. Compiling certain data and assistance in allocation of costs;
3. Development of a customer and sales/bill frequency report delineating billed wastewater statistics based on customer billing data maintained in the utility billing system;
4. Assistance in the formulation of policy decisions for cost allocation and rate design. An example would include rate phasing alternatives, capital improvements project prioritization and proposed rate structure relationships;
5. Providing review and comments on the results of our analyses and draft reports;
6. Assistance in public relations program, scheduling of public meetings, and communication of the results of the project; and
7. Development of the draft rate ordinances/resolutions by the Town attorney.

Work Schedule

Below is the tentatively proposed project timeline for the studies.



Workload and Availability

CURRENT WORKLOAD AND AVAILABILITY

Raftelis proactively manages resource allocation to ensure that every engagement receives the dedicated attention it requires. The Project Team selected for the Town of Pembroke Park was specifically chosen based on their expertise and their current capacity to prioritize this engagement.

- **Team Capacity:** Our proposed Project Manager and Lead Consultants currently have the availability to dedicate the required effort to meet the Town's aggressive timeline. We utilize a firm-wide resource planning system that forecasts workload six months in advance, ensuring that the Town's project schedule will not be impacted by other commitments.
- **Depth of Resources:** As one of the largest utility financial consulting practices in the nation (with over 190 staff members), Raftelis possesses significant "bench strength." This ensures that in the event of any unforeseen circumstances, we have immediate access to subject matter experts and support staff to maintain project continuity without delay.

FACILITIES

Raftelis operates efficiently through a network of established offices, including a strong presence in Florida. Our team is fully equipped to perform all necessary work remotely or on-site as requested.

- **Local Presence:** Our Florida-based staff are familiar with the region and are available for on-site meetings, workshops, and presentations at the Town Hall as outlined in our scope of services.
- **Remote Capabilities:** Our firm operates on a fully cloud-based infrastructure, allowing our team to work seamlessly from any location, ensuring that work continues uninterrupted regardless of physical office conditions.

TECHNOLOGICAL CAPABILITIES

Raftelis utilizes industry-leading technology to ensure data security, efficient analysis, and effective communication:

- **Data Security & Transfer:** We utilize secure, encrypted file-sharing platforms (such as Microsoft SharePoint and OneDrive) to handle sensitive financial and billing data. This ensures the Town's data is transferred and stored in compliance with modern cybersecurity standards.
- **Financial Modeling:** We will employ our proprietary, Excel-based financial modeling tools which are specifically tailored for Florida municipal utilities. These models are designed to be user-friendly, allowing Town staff to easily view scenarios and "stress test" variables during virtual or in-person workshops.
- **Virtual Collaboration:** Our team is fully proficient in all major virtual meeting platforms (Zoom, Microsoft Teams, Webex) to facilitate regular progress meetings and "screen-share" working sessions with Town staff, maximizing efficiency and reducing travel costs.

INNOVATIVE APPROACHES

Innovative Approaches to Service Delivery

Raftelis believes that "innovation" in utility financial planning should not just be about complex calculations, but about **accessibility, transparency, and real-time decision-making**. For the Town of Pembroke Park, our innovative approach focuses on transforming static financial data into dynamic management tools.

1. Interactive "Live" Scenario Modeling

Traditional rate studies often involve a "black box" approach where consultants take data away and return weeks later with a single answer. Raftelis employs an Interactive Financial Management Dashboard approach.

- **Real-Time Decision Making:** Our financial models are built with a user-friendly "dashboard" interface that allows us to change key variables—such as inflation rates, CIP timing, or debt interest rates—during workshops

with Town staff. We can instantly visualize the impact of these changes on customer rates and debt service coverage.

- **Consensus Building:** This allows the Town's finance team and leadership to see the direct cause-and-effect of policy decisions immediately, significantly shortening the time required to reach a consensus on a preferred rate path.

2. Optimized Capital Funding Strategy (PAYGO vs. Debt)

Given the Town's need for a Bond Feasibility Study, we apply a sophisticated optimization approach to capital funding. Rather than simply defaulting to "100% debt" or "100% cash," our analysis identifies the financial "Sweet Spot."

- **The Hybrid Approach:** We analyze the trade-offs between Pay-As-You-Go (cash) funding and debt issuance. Our innovation lies in structuring a plan that minimizes the total long-term cost of borrowing while smoothing rate increases to prevent "rate shock" for residents.
- **Stress Testing:** We go beyond standard projections by performing rigorous "stress tests" on the Town's ability to repay debt. We model "worst-case" scenarios (e.g., lower-than-expected growth or higher interest rates) to ensure the bond rating agencies see a credit-worthy, resilient utility system.

3. Visual Communication & Public Engagement

Utility rates are complex, but communicating them shouldn't be. We utilize Data Visualization techniques to translate complex financial tables into clear, digestible graphics for the Town Commission and the public.

- **Customer Impact Charts:** Instead of dense spreadsheets, we present "Bill Calculators" and simple bar charts that show exactly how a proposed rate change impacts the average single-family home in Pembroke Park.
- **Benchmarking Context:** We provide visual comparisons against neighboring Florida utilities, giving the Commission the necessary context to defend the proposed rates to their constituents.

4. Data Gap Mitigation

Recognizing the historical data limitations noted by the Town (RFP Section 3.5.1), we apply an innovative Data Gap Analysis & Proxy Modeling technique. Where historical granular data is missing, we utilize our database of Florida utility statistics to benchmark consumption patterns and operational costs. This allows us to build a defensible forecast based on industry standards, ensuring the study proceeds without delay despite data gaps.

FINANCIAL, REGULATORY, CONTRACT COMPLIANCE AND REFERENCES

Financial, Regulatory, Contract Compliance and References

Financial, Regulatory, Contract Compliance and References

Raftelis does not have any history of any legal charges and/or convictions of the organization or its officers regarding fraud, bribery, or criminal offenses.

Raftelis has been joined as a third-party defendant in a lawsuit filed by local developers against the Town of Fuquay-Varina, North Carolina. The subject of this currently pending litigation is development impact fees assessed by the town and developed by Raftelis. This is the only legal case in which Raftelis has been joined as a party in the history of our firm. Raftelis intends to vigorously defend the allegations and claim.

Raftelis does not have any history of contracts or agreements terminated for convenience, cause, or default.

INSURANCE AND GUARANTEES

Insurance and Guarantees

Insurance and Guarantees

Raftelis confirms that we are able to meet the required coverages as outlined in Section 1.38 of the RFP.

PROFESSIONAL LICENSURE

Professional Licensure

Professional Licensure

Raftelis is licensed, permitted and certificated to do business in the State of Florida. On the following pages, we have provided documentation.

State of Florida
Department of State

I certify from the records of this office that RAFTELIS FINANCIAL CONSULTANTS, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on February 10, 2005.

The document number of this corporation is F05000000923.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on January 14, 2026, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of February, 2026



Secretary of State

Tracking Number: 8920254666CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

City of Maitland
1776 Independence Lane, Maitland, FL 32751
(407)539-6248

BUSINESS LICENSE CERTIFICATE

Business Tax Receipt

Business Name:	RAFTELIS FINANCIAL CONSULTANTS INC DBA: RAFTELIS	**Business Type(s):**	541618 Other Management Consulting Services
Business Location:	341 N MAITLAND AVE 300 MAITLAND , FL 32751	**Mailing Address:**	341 N MAITLAND AVE #300 MAITLAND, FL 32751
Owner:			
License Number:	13791	**License Type:**	BTR
Issued Date:	9/30/2025	**Classification:**	Business Tax Reciept
Expiration Date:	9/30/2026	**Fees Paid:**	$163.17

Type Of Business: Finance/Insurance/Real Estate

NOT VALID UNLESS SIGNED BY CITY OFFICIAL

The person, firm, or corporation named above is hereby granted this receipt for fees paid to the City of Maitland for the business described above for the period indicated. Granting of this receipt does not entitle the holder to operate or maintain a business in violation of law or ordinance. The City of Maitland does not guarantee the qualifications of the holder of this receipt.

TO BE POSTED IN A CONSPICUOUS PLACE

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation
RAFTELIS FINANCIAL CONSULTANTS, INC.

Filing Information

Document Number	F05000000923
FEI/EIN Number	20-1054069
Date Filed	02/10/2005
State	NC
Status	ACTIVE

Principal Address

227 West Trade Street
Suite 1400
Charlotte, NC 28202

Changed: 02/09/2017

Mailing Address

227 WEST TRADE STREET
SUITE 1400
CHARLOTTE, NC 28202

Changed: 07/06/2016

Registered Agent Name & Address

HAIRSTON, ANTHONY
463 Wilford Avenue
Longwood, FL 32750

Name Changed: 01/23/2015

Address Changed: 01/23/2015

Officer/Director Detail

Name & Address

Title CORPORATE SECRETARY

McIntyre, Christine
227 West Trade Street
Suite 1400
Charlotte, NC 28202

Title President, CEO

BRANDT, PEIFFER A.
227 West Trade Street
Suite 1400
Charlotte, NC 28202

Title Chairman

Burns, Bernard
227 West Trade Street
Suite 1400
Charlotte, NC 28202

Title Executive Vice President

Conti, Elaine V, EVP
227 West Trade Street
Suite 1400
Charlotte, NC 28202

Annual Reports

Report Year	Filed Date
2023	02/23/2023
2024	02/08/2024
2025	01/15/2025

Document Images

01/15/2025 -- ANNUAL REPORT	View image in PDF format
02/08/2024 -- ANNUAL REPORT	View image in PDF format
02/23/2023 -- ANNUAL REPORT	View image in PDF format
02/02/2022 -- ANNUAL REPORT	View image in PDF format
02/02/2021 -- ANNUAL REPORT	View image in PDF format
01/29/2020 -- ANNUAL REPORT	View image in PDF format
02/27/2019 -- ANNUAL REPORT	View image in PDF format
02/22/2018 -- ANNUAL REPORT	View image in PDF format
02/09/2017 -- ANNUAL REPORT	View image in PDF format
07/06/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
05/06/2016 -- ANNUAL REPORT	View image in PDF format
12/10/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
01/23/2015 -- ANNUAL REPORT	View image in PDF format
04/21/2014 -- ANNUAL REPORT	View image in PDF format
04/16/2013 -- ANNUAL REPORT	View image in PDF format
01/03/2012 -- ANNUAL REPORT	View image in PDF format
01/03/2011 -- ANNUAL REPORT	View image in PDF format
01/31/2010 -- ANNUAL REPORT	View image in PDF format
02/13/2009 -- ANNUAL REPORT	View image in PDF format

EXCEPTIONS

Exceptions

Exceptions

We request that the Town consider making the following modifications, shown in red below, to the Professional Services Agreement. Please contact us if you have any questions or concerns about these modifications.

1.24 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a Proposal, the Proposer, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers or agents from ~~any and all~~ damages ~~that may, at any time, be imposed~~ to the extent caused by infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of ~~such articles~~ the Deliverables by the Town, or any of its officers, agents, or employees, and of which articles the Consultant is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

A. The Consultant shall be liable and responsible ~~for any and all claims made against the Town~~ to the extent of its indemnity obligation set forth above for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Town's continued use of the deliverables furnished hereunder. Accordingly, the Consultant ~~at its own expense, including the payment of attorney's fees,~~ shall indemnify, and hold harmless the Town and defend any action brought against the Town with respect to any claim, demand, and cause of action, debt, or liability~~. The Consultant shall be solely responsible for determining and informing the Town whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder.~~, to the extent caused by such infringement. …

1.27 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Proposer shall indemnify and hold harmless the Town and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement. Proposer may rely on all data and information provided by or on behalf of the Town to perform the services.

1.46 MANNER OF PERFORMANCE

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Town from and against damages, losses, costs, and expenses (including reasonable attorneys' ~~and experts'~~ fees~~, interest,~~ and court costs) to the extent such damages ~~result from~~ are caused by the negligent act, error, or omission of the Consultant, its employees, subconsultants, or anyone for whose actions Consultant is legally responsible. in the performance of services hereunder. Town shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant from and against damages, losses, costs, and expenses (including reasonable attorneys' ~~and experts'~~ fees~~, interest,~~ and court costs) to the extent such damages ~~result from~~ are caused by the negligent act, error, or omission of Town, its employees, construction managers, subcontractors, or anyone for whose actions Town is legally responsible.

1.56 PROPRIETARY RIGHTS

B. All rights, title, and interest in and to ~~certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed~~ the Deliverables prepared by the Proposer and its subcontractors specifically for the Town, hereinafter referred to as "Developed Works" shall become the property of the Town. Nothing herein shall be deemed or construed as a waiver, release, transfer, assignment or divestiture by Proposer of any of its intellectual property, know-how or trade secrets.

~~C. Accordingly, neither the Proposer nor its employees, agents, subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Proposer, or any employee, agent, subcontractor, or supplier thereof, without the prior written consent of the Town, except as required for the Proposer's performance hereunder.~~

ACKNOWLEDGEMENTS

Acknowledgements

SECTION 7.0 REQUIRED FORMS

Business Name: Raftelis Financial Consultants, Inc. D.B.A.: Raftelis

Business Address: 341 N. Maitland Avenue, Suite 300

City : Maitland State: FL Zip: 32751

Federal I.D. No.: 20-1054069

1. Acknowledgement of Addendum

By responding to this sealed Solicitation, the Bidder/Proposer makes all representations required by the Solicitation and further warrants and represents that Bidder/Proposer acknowledges that it has received and examined copies of the entire Solicitation documents including all of the following addenda:

Addendum No.: 1 Dated: 01/29/2026 Addendum No.: _____ Dated: _____

Addendum No.: 2 Dated: 02/09/2026 Addendum No.: _____ Dated: _____

☐ No Addendum Issued

2. Conflicts of Interest*

Respondent covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Respondent to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Respondent any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Respondent, and its subconsultants at any tier, certify that they have not entered into any contract, subcontract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Respondent or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Respondent, and its subconsultants at any tier, shall insert the following provision into each of their contracts and subcontracts: "No member, officer, or employee of the subconsultant, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

Do you have any Conflicts of Interest to report?

☐ Yes

☑ No

**Response required*

When equals "Yes" Please upload a document listing all your Conflict of Interest

3. No Contingency Affidavit*

Affiant certifies the following:

a. Neither Firm nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not and will not pay, a fee the amount of which is contingent upon the Town of Pembroke

Park awarding a contract.

b. Firm warrants that neither it, nor any principal, employee, agent, or representative has procured, or attempted to procure, a contract with the Town of Pembroke Park in violation of any of the provisions of the Broward County conflict of interest and code of ethics ordinances.

c. Consultant acknowledges that a violation of this warranty may result in the termination of any contracts and forfeiture of funds paid, or to be paid, to the Consultant if awarded a contract.

☑ Please Confirm

**Response required*

4. Copeland Anti-Kickback Affidavit*

Affiant certifies that no portion of any sums will be paid to any employees of the Town of Pembroke Park, its elected officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by Proposer or any member of Proposer's firm or by any officer of the corporation in exchange for business with the Town of Pembroke Park.

☑ Please Confirm

**Response required*

5. Certifications*

Respondent certifies that they comply (or will comply) with the statements concerning, but not limited to: Compliance with Laws, Conflict of Interest, Convictions, Debarment, Discriminatory Vendor, Drug Free Workplace, Equal Employment Opportunity, E-Verification System, Gopher Tortoise Relocation, Immigration and Nationality Act, Lobbying, Non-Collusion, Prohibited Interests, Public Entity Crime and Scrutinized Companies.

☑ Please Confirm

**Response required*

6. Compliance with Laws*

Respondent shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority . These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Code of Federal Regulations and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

☑ Please Confirm

**Response required*

7. Convictions*

Respondent has fully informed Owner of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

☑ Please Confirm

**Response required*

8. Debarment*

Respondent certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three -year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise Town immediately if their status changes and will provide an explanation for the change in status.

☑ Please Confirm

**Response required*

9. Drug-Free Workplace Certification*

In accordance with Florida Statute 287.087 (current version), Respondent hereby certifies the following:

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

3. Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

4. Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

By clicking confirm below, Respondent certifies that the information as provided in this Drug-Free Workplace Certification, is truthful and correct at the time of submission.

☑ Please Confirm

**Response required*

13. Discriminatory Vendor*

Respondent certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with public entity.

☑ Please Confirm

**Response required*

14. Equal Employment Opportunity*

Respondent shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C.§ 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. Seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Respondent shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the Secretary of Labor, or Town may require. The above shall be required of any subcontractor hired by Respondent. All Equal Employment Opportunity requirements shall be included in all non-exempt subcontracts entered into by Respondent. Subcontracts entered into by Respondent shall also include all other applicable labor provisions. No subcontract shall be awarded to any non-complying subcontractor. Additionally, Respondent shall insert in its subcontracts a clause requiring subcontractors to include these provisions in any lower tier subcontracts that may in turn be made. Respondent shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

☑ Please Confirm

**Response required*

15. E-Verification System*

Respondent and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, https://www.uscis.gov/, in accordance with Section 448.095, Florida Statutes, to verify the employment eligibility of: (1) all persons employed by Respondent during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Coordinating Consultant to perform work pursuant to this Contract. Respondent meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. Respondent and its subcontractors shall provide Town with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. Town is obligated to terminate this Agreement upon a good faith belief that Respondent or its subcontractors has knowingly violated Section 448.095, Florida Statutes. E-Verification Identification

☑ Please Confirm

**Response required*

16. E-Verification Identification Number*

Provide your E-Verification Identification Number 266589

**Response required*

17. Immigration and Nationality Act*

Respondent shall comply with all immigration laws as outlined in 8 USC § 1324a Unlawful employment of aliens. Town will not intentionally award Town contracts to any Respondent who knowingly employs unauthorized Alien workers . Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with Town may result in immediate termination of the Agreement. Town will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by Town, if Consultant knowingly employs unauthorized aliens.

☑ Please Confirm

**Response required*

18. Lobbying*

Respondent confirms that it will not, in connection with the Agreement, directly or indirectly

A. offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Town officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty,

or

B. offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any Town officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

☑ Please Confirm

**Response required*

19. Non-Collusion*

Respondent agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Respondent intends to do the work with its own bona fide employees or subcontractors and has not provided a Proposal for the benefit of another Consultant/Vendor. Furthermore, Respondent certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Proposal on any public contract.

☑ Please Confirm

**Response required*

20. Prohibited Interests*

Respondent, and its subcontractors at any tier, certify that they have not entered into any contract, subcontract, or arrangement in connection with the project covered under this Request for Proposal, or of any property included or planned to be included in the project, in which any member, officer, of employee of the Respondent or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect.

☑ Please Confirm

**Response required*

21. Public Entity Crime*

Pursuant to 287.133, Florida Statute, A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for

CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

☑ Please Confirm

**Response required*

22. Scrutinized Companies*

Respondent certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Respondent further understands and accepts that any contract issued as a result of this Proposal shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by Town in the event there is any misrepresentation or false certification on the part of Respondent.

☑ Please Confirm

**Response required*

PROPOSER AFFIRMATION

I, the undersigned affiant, being first duly sworn as an authorized agent of the below-named firm, does hereby affirm and attest under penalty of perjury as the proposed Consultant for the Town of Pembroke Park that the certifications and statements provided above on behalf of Consultant are true to the best of affiant's knowledge and belief and that Consultant is compliant with all requirements outlined in these Town of Pembroke Park Affidavits. Consultant acknowledges it is required to comply with and keep current all statements sworn to in the above affidavits and will notify the Town of Pembroke Park immediately if any of the statements attested hereto are no longer valid.

Raftelis Financial Consultants, Inc.
Consultant Name

02/12/2026
Date Signed

Affiant Signature

Peiffer Brandt, CEO & President
Affiant Name & Title (Printed)

STATE OF North Carolina
COUNTY OF Mecklenburg

The foregoing instrument was affirmed, subscribed, and sworn to before me this 12th day of February, 2026 by means of ■ physical presence or □ online notarization, by Peiffer Brandt who is personally known to me or who produced the following identification: personally know to me.

(Notary Seal)

Melanie Marie Sepulveda Vega
NOTARY PUBLIC
Mecklenburg County, NC
My Commission Expires June 13, 2029

Notary Public for the State of North Carolina

My commission expires: June 13, 2029

7.1 AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with the Town of Pembroke Park is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and the Town of Pembroke Park, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of Raftelis Financial Consultants, Inc., a nongovernmental entity.

3. Raftelis Financial Consultants, Inc. does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Victoria Escobar
Witness #1 Print Name: Victoria Escobar

Megan Whalen
Witness #2 Print Name: Megan Whalen

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

P/ C. B. A
Print Name: Peiffer Brandt
Title: CEO & President
Entity Name: Raftelis Financial Consultants, Inc.

OATH OR AFFIRMATION

State of ~~Florida~~ North Carolina
County of Mecklenburg

Sworn to (or affirmed) and subscribed before me by means of ■ physical presence or □ online notarization, this 12th day of February, 2026, by Peiffer Brandt (name of person) as CEO & President (type of authority) for Raftelis Financial Consultants, Inc. (name of party on behalf of whom instrument is executed).

Melanie Marie Sepulveda Vega
Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

Melanie Marie Sepulveda Vega
NOTARY PUBLIC
Mecklenburg County, NC
My Commission Expires June 13, 2029

7.2 AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the Town of Pembroke Park may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Town of Pembroke Park which would grant the entity access to an individual's personal identifying information.

1. Raftelis Financial Consultants, Inc. ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Victoria Escobar
Witness #1 Print Name: Victoria Escobar

Megan Whalen
Witness #2 Print Name: Megan Whalen

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Print Name: Peiffer Brandt
Title: CEO & President
Entity Name: Raftelis Financial Consultants, Inc.

OATH OR AFFIRMATION

State of ~~Florida~~ North Carolina
County of Mecklenburg

Sworn to (or affirmed) and subscribed before me by means of ■ physical presence or ☐ online notarization, this 12th day of February, 2026, by Peiffer Brandt (name of person) as CEO & President (type of authority) for Raftelis Financial Consultants, Inc. (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

Melanie Marie Sepulveda Vega
NOTARY PUBLIC
Mecklenburg County, NC
My Commission Expires June 13, 2029

7.3 PROPOSER QUESTIONNAIRE

The completed Proposer Questionnaire form should be submitted with the solicitation response. If not submitted with solicitation response. Failure to timely submit may affect may result in Proposer being deemed non-responsive.

If a response requires additional information, the Proposer should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Proposer's business and operations.

1. Legal Business Name: Raftelis Financial Consultants, Inc.
2. Doing Business as / Fictitious Name: (if applicable): Raftelis
3. Federal Employer I.D. No. (FEIN): 20-1054069
4. Website address: (if applicable): www.raftelis.com
5. Principal place of business address: 227 W. Trade Street, Suite 1400, Charlotte, NC 28202
6. Office location responsible for this project: 341 N. Maitland Avenue, Suite 300, Maitland, FL 32751

   Telephone No.: 407-628-2600

7. Type of business *(check appropriate box):*

   - [x] Corporation (specify the State of Incorporation): North Carolina
   - [ ] Sole Proprietor
   - [ ] Limited Liability Company (LLC)
   - [ ] Limited Partnership
   - [ ] General Partnership (State and County filled in) _____
   - [ ] Other – Specify: _____

8. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

   Name: Henry L. Thomas

   Title: Senior Vice President

   E-mail: hthomas@raftelis.com

   Telephone No. 407.628.2600

Name: Shawn Ocasio

Title: Senior Manager

E-mail: socasio@raftelis.com

Telephone No. 407.628.2600

9. List name and title of each principal, owner, officer, and major shareholder:

a) Peiffer Brandt, President and CEO

b) Harold Smith, Senior Principal

c) Jon Davis, Senior Principal

d) Bart Kreps, Executive Vice President

10. Affiliated Entities of the Principal(s):

List the names and addresses of "affiliated entities" of the Proposer's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Proposer with the Town. Affiliated entities of the principal(s) are those entities related to the Proposer by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

a) N/A

b) N/A

c) N/A

d) N/A

11. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three (3) years? *If yes, specify details in an attached written response.*

☐ Yes ☑ No

12. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? *If yes, specify details in an attached written response the reinstatement date, if granted.*

☐ Yes ☑ No

13. Specify the type of services or commodities your firm offers: Raftelis offers Stormwater, Organization, Finance, Communication, Technology, Executive services, and Solid waste consulting services.

14. How many years has your firm been in business while providing the services offered within this solicitation? 32 years.

15. Is your firm's business regularly engaged in and routinely providing the services offered within this solicitation?

☑ Yes ☐ No

16. Has your firm ever failed to complete any services during the last three (3) years? *If yes, specify details in an attached written response.*

☐ Yes ☑ No

17. Is your firms or any of its principals or officers currently principals or officers of another organization? *If yes, specific details in an attached written response.*

☐ Yes ☑ No

21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three (3) years? *If yes, specify details in an attached written response.*

☐ Yes ☑ No

22. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract?

☐ Yes ☑ No

23. Non-Collusion Certification: Proposer shall disclose, to their best knowledge, any Town of Pembroke Park officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1)(c), the Florida Statues who is an officer or director of, or has a material interest in, the Proposer's business, who is in a position to influence this procurement. Any Town officer or employee who has input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Proposer to disclose any relationship described herein shall be reason for debarment *(check one).*

☑ Proposer certifies that this offer is made independently and free from collusion; or

☐ Proposer is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. *Proposer must include a list of name(s), and relationship(s) with its submittal.*

24. Participation in Solicitation Development *(check one):*

☑ I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of the Town of Pembroke Park.

☐ I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of the Town of Pembroke Park.

If this box is checked, provide the following:

Name of Person the information was provided: N/A

Title: N/A

Date Information provided: N/A

For what purpose was the information provided? N/A

N/A

25. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed services.

REFERENCE: #1

Scope of Work: Due to limited spacing, we have provided the scope in the Experience and Qualifications section of our proposal.

Contract/Project Title: Water, Wastewater, and Stormwater Rate Study

Agency: City of Sanford, FL

Contact Name/Title: Brynt Johnson, Public Works & Utilities Director

Contact Telephone: 407.688.5085

Email: brynt.johnson@sanfordfl.gov

REFERENCE: #2

Contract/Project Dates (Month and Year): Jan. 2025 – Oct. 2025 Contract Amount: $43,100 and $30,000

Scope of Work: Due to limited spacing, we have provided the scope in the Experience and Qualifications section of our proposal.

Contract/Project Title: Water and Wastewater Utility Rate Study, Stormwater Rate Study, and Bond Feasibility Report

Agency: City of Hallandale Beach, FL

Contact Name/Title: Geovanne Neste, Finance Director

Contact Telephone: 954.457.1371

Email: gneste@hallandalebeachfl.gov

Contract/Project Dates (Month and Year): Nov. 2021 – Oct. 2024 Contract Amount: $115,950, $80,850, and $139,090

REFERENCE: #3

Scope of Work: Due to limited spacing, we have provided the scope in the Experience and Qualifications section of our proposal.

Contract/Project Title: Water and Wastewater Utility Rate Study

Agency: City of Apopka, FL

Contact Name/Title: Blanche Sherman, Finance Director

Contact Telephone: 407.703.1709

Email: bsherman@apopka.net

Contract/Project Dates (Month and Year): Sept. 2023 – Oct. 2025 Contract Amount: $79,127

REFERENCE: #4

Scope of Work: Due to limited spacing, we have provided the scope in the Experience and Qualifications section of our proposal.

Contract/Project Title: Water and Wastewater Utility Rate and Bond Feasibility Study

Agency: City of Deerfield Beach, FL

Contact Name/Title: Stephanie Tinsley, Chief Financial Officer (Former)

Contact Telephone: 954.921.3610

Email: stinsley@hollywoodfl.org

Contract/Project Dates (Month and Year): Aug. 2022 – Oct. 2023 Contract Amount: $89,000

REFERENCE: #5

Scope of Work: Due to limited spacing, we have provided the scope in the Experience and Qualifications section of our proposal.

Contract/Project Title: Water and Wastewater Utility Rate Study

Agency: Panama City Beach, FL

Contact Name/Title: Holly White, Assistant City Manager

Contact Telephone: 850.814.3094

Email: holly.white@pcbfl.gov

Contract/Project Dates (Month and Year): June 2023 – Oct. 2025 Contract Amount: $48,000

PRICE PROPOSAL

SECTION 4.0 PRICE PROPOSAL (25 Points)

1.1 PRICE PROPOSAL

The Proposer shall include the Lump Sum Cost proposed to perform the requirements of the work, and to complete the Project as described in this Solicitation. The Town will not be responsible for expenses incurred in preparing and submitting the technical and price proposal. Such costs should not be included in the proposal.

Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the Town.

VOLUNTARY PRICE REDUCTION

Item	SCOPE OF SERVICES	
1	Wastewater Utility Rate Sufficiency Study, including all labor, data collection, analysis, meetings, and deliverables.	$48,000 $43.300 Lump Sum
2	Stormwater Utility Revenue Sufficiency Study, including all labor, overhead, data collection, analysis, meetings, and deliverables.	$40,000 $36,700 Lump Sum
3	Bond Feasibility Study, including all labor, overhead, meetings, analyses, and deliverables necessary.	$43,000 $38,000 Lump Sum
Lump Sum Total (Lines 1 and 3)		$ 131,000 $118,000

1.2 RATES AND SCHEDULE OF FEES FOR ADDITIONAL PROFESSIONAL SERVICES

The Proposer shall include a separate sheet in its Price Proposal identifying its schedule of fees and expenses, including hourly rates for all personnel classifications that may be utilized for Additional Services.

Any such additional services agreed to by the Town and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the Price Proposal, unless otherwise agreed to in writing by the Town.

SIGNATURE IS REQUIRED AT THE END OF THIS SECTION

Signature of Official: Henry L. Thomas

Name (typed): Henry L. Thomas

Title: Senior Vice President

Firm: Raftelis Financial Consultants, Inc.

Date: 02/16/2026

END OF SECTION

Hourly Billing Rates

Project team hours and expenses will be billed on the same invoice. Expenses related to travel will be billed at cost. Additional services outside the agreed upon scope of work will be billed on a time and materials basis. Raftelis' billing rates can be found below. These rates will be in effect for calendar year 2026 and will then increase annually by 3% unless specified otherwise by contract.

POSITION	HOURLY BILLING RATE**
Senior Vice President	$400
Vice President	$375
Senior Manager	$340
Senior Consultant	$260
Administration	$100
Technology Charge*	$10

**Technology/Communications Charge: This is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimile, computer, postage/overnight delivery, conference calls, electronic/ computer webinars, photocopies, etc.*

***For services related to the preparation for and participation in deposition and trials/hearings, the standard billing rates listed above will be increased by an amount up to 50 percent.*

Hourly Billing Rates

Project team hours and expenses will be billed on the same invoice. Expenses related to travel will be billed at cost. Additional services outside the agreed upon scope of work will be billed on a time and materials basis. Raftelis' billing rates can be found below. These rates will be in effect for calendar year 2026 and will then increase annually by 3% unless specified otherwise by contract.

POSITION	HOURLY BILLING RATE*
Senior Vice President	$400
Vice President	$375
Senior Manager	$340
Senior Consultant	$260
Associate Consultant	$195
Administration	$100

**For services related to the preparation for and participation in deposition and trials/hearings, the standard billing rates listed above will be increased by an amount up to 50 percent.*

REVISED - WITH VOLUNTARY PRICE REDUCTION "ASSOCIATE CONSULTANT" POSITION ADDED AND REMOVED TECHNOLOGY CHANGE"

to generate additional savings, we shifted some of the more foundational project tasks—such as data entry, data compilation, and rate comparison surveys—to an Associate Consultant. This lowers the overall blended hourly rate for the project. Please rest assured that the original senior team members will still lead the project, conduct the primary analyses, and manage all deliverables and presentations. All Associate Consultant work will remain under the direct supervision and review of the senior team members.

Agenda Item Report

Subject:	Consideration and approval of a resolution to accept recommendation to award the RFQ 25-02 Landscape Architectural Services — Sponsored by Procurement Administrator Woodbury **RESOLUTION NO: 2026-043** **A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 25-02: LANDSCAPE ARCHITECTURAL SERVICES ATTACHED HERETO AS EXHIBITS A THROUGH E; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	Stephanie Woodbury, Procurement Administrator
Dept/Group:	Finance
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 2026-043 - CCNA landscape architecture
2. Award Recommendation_landscape architectural
3. RFQ_25-02_Proposal_Evaluation_Scoring - Discipline 4 Landscape Architectural Services

RESOLUTION NO. 2026-043

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 25-02: LANDSCAPE ARCHITECTURAL SERVICES ATTACHED HERETO AS EXHIBITS A THROUGH E; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park Procurement Division issued Request for Qualifications (RFQ) 25-02 for Landscape Architectural Services pursuant to the Consultants' Competitive Negotiation Act (CCNA); and

WHEREAS, the RFQ was publicly advertised in October 2025, and on November 13, 2025, the Town received thirty (30) proposals, including ten (10) proposals specifically for landscape architectural services; and

WHEREAS, the Evaluation Committee reviewed and evaluated all responsive proposals in accordance with the criteria established in the RFQ; and

WHEREAS, based on the evaluation results, the Procurement Administrator recommends the following ranking for Landscape Architectural Services: 1. Cotleur & Hearing Landscape Architecture LLC, 2. Kimley-Horn & Associates, 3. Keith & Associates, 4. Craven, Thompson & Associates and 5. CPH Consulting LLC.

WHEREAS, the Town Commission desires to accept the Evaluation Committee's ranking and authorize the negotiation and execution of continuing services contracts with the top-ranked firms in accordance with CCNA requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and expressly made a part of this Resolution.

Section 2: The Town Commission hereby approves the Evaluation Committee's recommended ranking for RFQ 25-02 Landscape Architectural Services and authorizes the Town Manager or designee to negotiate and execute agreements with the top-ranked firms.

Section 3: All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 4: If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 5: This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 13th day of May, 2026.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E

Memo

To: Honorable Mayor, Vice Mayor, and Commissioners

From: Stephanie Woodbury, Procurement Administrator

cc:

Date: April 22, 2026

Re: Award Recommendation – RFQ 25-02 Landscape Architectural Services

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The Procurement Division advertised RFQ 25-02 Architectural and Engineering Services through Continuing Contracts (CCNA) in October 2025. On November 13, 2025, the proposals were opened and a total of thirty (30) firms submitted a proposal with a total of ten (10) for Landscape Architecture. Which included proposals from Austin Fox Architecture, Chen Moore & Associates, Cotleur & Hearing Landscape Architecture LLC, CPH Consulting LLC, Craven, Thompson & Associates, HBC Engineering Company, Keith & Associates, Kimley-Horn & Associates, Rukan LLC, and WBS LLC.

The proposals were reviewed and evaluated by the Evaluation Committee. We would like to recommend the following ranking.

1. Cotleur & Hearing Landscape Architecture LLC
2. Kimley-Horn & Associates
3. Keith & Associates
4. Craven, Thompson & Associates
5. CPH Consulting LLC

	Austin Fox Architecture	Chen Moore & Associates	Cotleur & Hearing Landscape Architecture LLC	CPH Consulting	Craven, Thompson & Associates
Professional Capabilities and Project Experience (Section 4.4)					
Gracie Escalante	4	18	25	22	23
Jeff Louis	9	20	25	18	25
Jorge Loor	17	22	25	23	21
Total	**10**	**20**	**25**	**21**	**23**
(Experience of Key Personnel and Project Team (Section 4.5)					
Gracie Escalante	4	18	25	22	23
Jeff Louis	4	18	25	18	25
Jorge Loor	16	21	25	23	20
Total	**8**	**19**	**25**	**21**	**22.66666667**
Relevant Completed Project Experience (Section 4.6)					
Gracie Escalante	4	18	25	22	23
Jeff Louis	4	18	20	18	20
Jorge Loor	18	22	25	23	21
Total	**8.666666667**	**19.33333333**	**23.33333333**	**21**	**21.33333333**
Project Implementation Strategy and Approach (Section 4.7)					
Gracie Escalante	4	18	25	22	23
Jeff Louis	4	20	20	20	20
Jorge Loor	17	21	24	22	20
Total	**8.333333333**	**19.66666667**	**23**	**21.33333333**	**21**
Total Average Score Overall	**35**	**78**	**96.33333333**	**84.33333333**	**88**

	HBC Engineering	Keith & Associates	Kimley-Horn & Associates	Rukan, LLC	WSB LLC
Professional Capabilities and Project Experience (Section 4.4)					
Gracie Escalante	12	22	22	4	9
Jeff Louis	4	20	25	1	15
Jorge Loor	20	24	23	18	19
Total	**12**	**22**	**23.33333333**	**7.66666667**	**14.33333333**
(Experience of Key Personnel and Project Team (Section 4.5)					
Gracie Escalante	12	22	23	4	9
Jeff Louis	4	20	25	1	15
Jorge Loor	19	23	22	17	18
Total	**11.66666667**	**21.66666667**	**23.33333333**	**7.33333333**	**14**
Relevant Completed Project Experience (Section 4.6)					
Gracie Escalante	12	22	22	4	9
Jeff Louis	4	25	20	1	5
Jorge Loor	20	24	23	18	19
Total	**12**	**23.66666667**	**21.66666667**	**7.66666667**	**11**
Project Implementation Strategy and Approach (Section 4.7)					
Gracie Escalante	12	22	22	4	9
Jeff Louis	4	20	25	1	9
Jorge Loor	19	23	22	17	18
Total	**11.66666667**	**21.66666667**	**23**	**7.33333333**	**12**
Total Average Score Overall	**47.33333333**	**89**	**91.33333333**	**30**	**51.33333333**

Agenda Item Report

Subject:	Consideration and approval of a resolution to accept recommendation to award the RFQ 25-02 Construction Engineering Inspection Services — Sponsored by Procurement Administrator Woodbury **RESOLUTION NO: 2026-044** **A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 25-02: CONSTRUCTION ENGINEERING INSPECTION SERVICES ATTACHED HERETO AS EXHIBITS A THROUGH D; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	Stephanie Woodbury, Procurement Administrator
Dept/Group:	Finance
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 2026-044 - CCNA Construction Engineering
2. Award Recommendation_construction engineering
3. RFQ_25-02_Proposal_Evaluation_Scoring - Discipline 10 Construction Engineering

RESOLUTION NO. 2026-044

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF CONTINUING SERVICES CONTRACTS FOR RFQ 25-02: CONSTRUCTION ENGINEERING INSPECTION SERVICES ATTACHED HERETO AS EXHIBITS A THROUGH D; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park Procurement Division issued Request for Qualifications (RFQ) 25-02 for Construction Engineering Inspection Services pursuant to the Consultants' Competitive Negotiation Act (CCNA); and

WHEREAS, the RFQ was publicly advertised in October 2025, and on November 13, 2025, the Town received thirty (30) proposals, including nine (9) proposals specifically for construction engineering inspection services; and

WHEREAS, the Evaluation Committee reviewed and evaluated all responsive proposals in accordance with the criteria established in the RFQ; and

WHEREAS, based on the evaluation results, the Procurement Administrator recommends the following ranking for Construction Engineering Inspection Services: 1. HBC Engineering Company, 2. Craven, Thompson & Associates, 3. Chen Moore & Associates & Keith & Associates, and 4. Craig A. Smith & Associates.

WHEREAS, the Town Commission desires to accept the Evaluation Committee's ranking and authorize the negotiation and execution of continuing services contracts with the top-ranked firms in accordance with CCNA requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and expressly made a part of this Resolution.

Section 2: The Town Commission hereby approves the Evaluation Committee's recommended ranking for RFQ 25-02 Construction Engineering Inspection Services and authorizes the Town Manager or designee to negotiate and execute agreements with the top-ranked firms.

Section 3: All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 4: If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 5: This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 13th day of May, 2026.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

Memo

To: Honorable Mayor, Vice Mayor, and Commissioners

From: Stephanie Woodbury, Procurement Administrator

cc:

Date: April 22, 2026

Re: Award Recommendation – RFQ 25-02 Construction Engineering Inspection

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The Procurement Division advertised RFQ 25-02 Architectural and Engineering Services through Continuing Contracts (CCNA) in October 2025. On November 13, 2025, the proposals were opened and a total of thirty (30) firms submitted a proposal with a total of nine (9) for Construction Engineering Inspections. Which included proposals from Biller Reinhart Engineering Group Inc., Chen Moore & Associates, Craig A. Smith & Associates, Craven, Thompson & Associates, HBC Engineering Company, Keith & Associates, Rukan LLC, SSN Engineering LLC, and WSB LLC.

The proposals were reviewed and evaluated by the Evaluation Committee. We would like to recommend the following ranking.

1. HBC Engineering Company
2. Craven, Thompson & Associates
3. Chen Moore & Associates / Keith & Associates
4. Craig A. Smith & Associates

	Biller Reinhart Engineering	Chen Moore & Associates	Craig A. Smith & Associates	Craven, Thompson & Associates	HBC Engineering
Professional Capabilities and Project Experience (Section 4.4)					
Gracie Escalante	9	22	18	23	23
Jeff Louis	18	20	20	25	20
Jorge Loor	17	22	20	23	23
Total	**14.66666667**	**21.33333333**	**19.33333333**	**23.66666667**	**22**
(Experience of Key Personnel and Project Team (Section 4.5)					
Gracie Escalante	9	22	18	23	23
Jeff Louis	18	20	18	25	25
Jorge Loor	17	21	19	21	22
Total	**14.66666667**	**21**	**18.33333333**	**23**	**23.33333333**
Relevant Completed Project Experience (Section 4.6)					
Gracie Escalante	9	22	18	23	23
Jeff Louis	18	20	18	20	25
Jorge Loor	18	22	19	21	23
Total	**15**	**21.33333333**	**18.33333333**	**21.33333333**	**23.66666667**
Project Implementation Strategy and Approach (Section 4.7)					
Gracie Escalante	9	22	18	23	23
Jeff Louis	20	20	20	20	20
Jorge Loor	17	21	19	20	22
Total	**15.33333333**	**21**	**19**	**21**	**21.66666667**
Total Average Score Overall	**59.66666667**	**84.66666667**	**75**	**89**	**90.66666667**

	Keith & Associates	Rukan, LLC	SSN Engineering	WSB LLC
Professional Capabilities and Project Experience (Section 4.4)				
Gracie Escalante	22	9	10	10
Jeff Louis	20	4	9	5
Jorge Loor	22	18	19	19
Total	**21.33333333**	**10.3333333**	**12.6666667**	**11.33333333**
(Experience of Key Personnel and Project Team (Section 4.5)				
Gracie Escalante	22	9	10	10
Jeff Louis	20	4	4	4
Jorge Loor	21	17	18	19
Total	**21**	**10**	**10.6666667**	**11**
Relevant Completed Project Experience (Section 4.6)				
Gracie Escalante	22	9	10	10
Jeff Louis	20	4	4	4
Jorge Loor	22	18	19	19
Total	**21.33333333**	**10.3333333**	**11**	**11**
Project Implementation Strategy and Approach (Section 4.7)				
Gracie Escalante	22	9	10	10
Jeff Louis	20	4	4	4
Jorge Loor	21	17	18	18
Total	**21**	**10**	**10.6666667**	**10.66666667**
Total Average Score Overall	**84.66666667**	**40.6666667**	**45**	**44**

Agenda Item Report

Subject:	Consideration and approval of a contribution to the Area Agency on Aging in the amount of $4,810 for FY 2026-2027 — Sponsored by Town Mayor Jacobs **RESOLUTION NO: 2026-045** **A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING A CONTRIBUTION TO THE AREA AGENCY ON AGING FOR FISCAL YEAR 2026-2027; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	Geoffrey Jacobs, Mayor
Dept/Group:	Commission
Recommendation for Counsel to Consider:	
Background Information:	The Town of Pembroke Park has been supporting this organization for more than ten years, and they have provided over $10,804 in services to residents during fiscal year 2024-2025. If approved, the amount the Town would be paying is $2.25 for each constituent. The benefit and service provided by this organization outweighs the cost.
Staff Recommendations:	Recommend approval to pay $4,810 for fiscal year 2026-2027.
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Request from Area Agency on Aging of Broward County
2. Resolution No: 2026-045

Area Agency on Aging of Broward County

Charlotte Mather-Taylor, Chief Executive Officer

AREAWIDE COUNCIL ON AGING BOARD OF DIRECTORS

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March 10, 2026

The Honorable Geoffrey Jacobs
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, Florida 33023

Dear Mayor Jacobs,

The Areawide Council on Aging of Broward County, Inc., which administers the Aging and Disability Resource Center, is the prime planning, coordinating, funding and advocacy body for projects and services benefitting the needs of over 488,352 year round Broward residents, 60 years of age and over.

Since our incorporation, as a nonprofit 501(c)(3) organization, in 1974, we have utilized a Fair Share Methodology to secure the required match monies from local municipalities and the County Commission.

Each year, the Areawide Council on Aging determines the required match and then develops separate reports for each city or town. The reports include records noting numbers of participants, services rendered, the associated financial costs, and the amount sought to reach the total mandated match.

Since the Federal Older Americans Act and State Community Care for the Elderly Appropriations require a local match, we utilize the base budget and any increases in these funds are reflected in the following year's Fair Share Report. These factors, plus changes in Broward's population, over 60 years of age, are demonstrated in the Fair Share computations.

We do not employ Alzheimer's Disease Initiative, Home Care for the Elderly, and Respite for Elders Living in Everyday Families figures for compiling the Fair Share Request since the Fair Share figures are developed only to meet mandated Federal and State appropriations. Alzheimer's Disease Initiative, Home Care for the Elderly, and Respite for Elders Living in Everyday Families data are informational only.

For the 2027 Fair Share request, we are employing the latest population figures using U.S. Census Bureau, 2020-2024 American Community Survey 5-Year Estimates.

Our request for 2027 is $4,810. In Fiscal Year 2024-2025, we provided your residents with $10,804 in services.

For each dollar we are seeking, in match, the Areawide Council on Aging supplied $2.25 in assistance to your constituents.

We are available to discuss Fair Share and other elder related matters with you at your earliest convenience. Please call our office, at 954-745-9603, to calendar a meeting.

The Areawide Council is well aware of the economic challenges being faced by our municipalities and the County. That is a prime reason for expressing both our gratitude and admiration to our elected officials. Because of your ongoing advocacy, on behalf of your senior constituency and their caregivers, we can, and will continue to partner in order to ensure the rights of older Browardians to live their retirement years with merited dignity.

Sincerely,

Charlotte Mather-Taylor

Charlotte Mather-Taylor
Chief Executive Officer

cc: Town Commission of Pembroke Park
David Lynch, Town Manager
James Davermann, Finance Director
Cynthia Garcia-Lima, Town Clerk

EXPLANATION OF FAIR SHARE

Federal Dollars are provided to the Areawide Council on Aging through Older Americans Act Legislation. State Dollars are allocated by the Community Care for the Elderly Act. Both the Federal and State Dollars must be matched locally on a 90-10% ratio. This means that for every nine dollars provided by the Federal and State Governments, we must raise one dollar in Broward County.

FUNDS REQUIRING LOCAL MATCH FOR 2027

Federal Older Americans Act Dollars	$9,716,727
General Revenue	681,080
State Community Care for the Elderly	9,415,750
	$19,813,557
Local Matching Dollars Required	$2,201,506
Elder Abuse Prevention Program	100,000
Total Matching Funds Requested	$2,301,506

THE FAIR SHARE FORMULA

Since 1974, the Areawide Council on Aging has utilized a Fair Share Formula to request and receive Matching Funds from Broward's Cities and the County Commission. We divide the required Matching Funds by the number of elderly in Broward County to achieve a figure representing each Broward resident 60 years of age and older.

Projected 2027 Broward Total Population 60 and Over	488,352
Representative Fair Share Dollar Amount per Senior Resident 60 or Over: $2,301,506 divided by 488,352	$ 4.71

We request each City to pay 2/3 of the Fair Share Dollars for their senior constituency and the County to pay 1/3. We further ask the County to pay the Full Fair Share for each senior resident of the unincorporated areas.

Fair Share Request per Senior Resident:			$ 4.71
City Share Request per Senior Resident:	$4.71 x (2/3)	=	$ 3.14
County Share Request per Senior Resident:	$4.71 x (1/3)	=	$ 1.57
			$ 4.71

FAIR SHARE REQUEST FROM PEMBROKE PARK

Number of Residents over 60 in Your Town	1,532
Fair Share Request per Senior Resident in Your Town	x 3.14
TOTAL FAIR SHARE REQUEST	**$4,810**

In Fiscal Year 2024-2025, the Areawide Council on Aging provided Your Town with Services Totaling Over: $10,804

Areawide Council on Aging of Broward County

Area Agency on Aging of Broward County

Fiscal Year 2024-2025

Services Provided to Senior Citizens

in the

Town of Pembroke Park

Program	Service Provided	Clients	Units Provided	Avg Unit Cost	Total Cost
OLDER AMERICANS ACT					
	CONGREGATE MEALS	2	7.00	10.11	70.77
	COUNSELING - INDIVIDUAL	1	1.00	102.65	102.65
	EMERGENCY HOME DELIVERED MEALS	3	60.00	4.58	274.80
	HOME DELIVERED MEALS	2	760.00	6.76	5,137.60
	INFORMATION	*	52.00	13.80	717.48
	LEGAL ASSISTANCE	*	1.75	74.06	129.61
	NUTRITION EDUCATION	2	17.00	0.43	7.31
	REFERRAL	*	5.00	81.62	408.11
	SCREENING & ASSESSMENT	2	10.50	81.58	856.59
	Program Totals:		914.25		$7,704.92
COMMUNITY CARE FOR THE ELDERLY					
	CASE MANAGEMENT	1	0.50	63.86	31.93
	INFORMATION	*	26.00	13.51	351.26
	INTAKE	11	15.00	90.00	1,349.95
	Program Totals:		41.50		$1,733.14
LOCAL SERVICE PROGRAM					
	TRANSPORTATION	3	65.00	8.04	522.75
	Program Totals:		65.00		$522.75
NON-DOEA PROGRAM					
	HOME DELIVERED MEALS	2	90.00	5.84	525.60
	Program Totals:		90.00		$525.60
SHINE					
	SHINE	4	9.64	33.01	318.22
	Program Totals:		9.64		$318.22

*** Client specific information is not captured for these services.**

Program	Service Provided	Clients	Units Provided	Avg Unit Cost	Total Cost
	Totals:		1,120.39		$10,804.63

In Fiscal Year 2024-2025, our Project Family provided Pembroke Park's seniors with $10,804 in services.

The Areawide Council on Aging's 2027 Match Request for Pembroke Park is $4,810.

For every $1 we are seeking, the Areawide Council on Aging (Area Agency on Aging) provided Pembroke Park with $2.25 in services.

Our figures are secured from the annual service cost reports obtained from our Projects.

*** Client specific information is not captured for these services.**

RESOLUTION NO. 2026-045

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING A CONTRIBUTION TO THE AREA AGENCY ON AGING FOR FISCAL YEAR 2026-2027; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town recognizes the importance of supporting programs and services that enhance the well-being, independence, and quality of life of older adults within the community; and

WHEREAS, the Area Agency on Aging provides essential services, advocacy, and support to senior residents, contributing significantly to their health, safety, and overall quality of life; and

WHEREAS, the Town has received a request for financial support for the Agency's programs for Fiscal Year 2026–2027; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and expressly made a part of this Resolution.

Section 2: The Town hereby approves a contribution in the amount of **$4,810** to the Area Agency on Aging for Fiscal Year 2026–2027.

Section 3. The Town Manager and Finance Department are authorized to take all necessary steps to process and issue the contribution.

Section 4: All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5: If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6: This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 13th day of May, 2026.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

Agenda Item Report

Subject:	Consideration and Approval of Community Support Request – Smart Bridge Academy Summer 2026 — Sponsored by Mayor Jacobs **RESOLUTION NO: 2026-046** **A RESOLUTION OF THE TOWN APPROVING COMMUNITY SUPPORT FUNDING IN THE AMOUNT OF $3,500.00 FOR SMART BRIDGE ACADEMY'S SUMMER 2026 PROGRAM; PROVIDING FOR AUTHORIZATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	Geoffrey Jacobs, Mayor
Dept/Group:	Commission
Recommendation for Counsel to Consider:	
Background Information:	On April 2, Smart Bridge Academy submitted a community support request seeking $3,500 in funding for the Summer 2026 8-week program. The funds would be used for: • Student enrichment activities • Tuition assistance for participating families
Staff Recommendations:	
Procurement:	
Financial Implications:	

Alternatives:	

Attachments:

1. Summer 2026 Youth Program Support Request- Smart Bridge Academy
2. 2026-046 - smart bridge

From: Reneesha
To: Town Clerk
Subject: Summer 2026 Youth Program Support Request- Smart Bridge Academy
Date: Wednesday, April 1, 2026 9:44:09 PM

Hello,

I hope you are doing well. My name is Reneesha McNeil, and I am the Director of Smart Bridge Academy Summer Camp, an 8-week youth enrichment program serving families in Pembroke Park.

I am reaching out regarding a potential community support request for Summer 2026. Last year, the City of Pembroke Park provided $2,000 in support for enrichment activities, including field trips, which greatly enhanced the experience for our students.

As we prepare for this upcoming summer, we are seeking $3,500 in support to continue and expand enrichment opportunities such as field trips, hands-on learning experiences, and program activities. This support would also help us provide partial assistance for up to 6 Pembroke Park students, ensuring greater access to the full 8-week program.

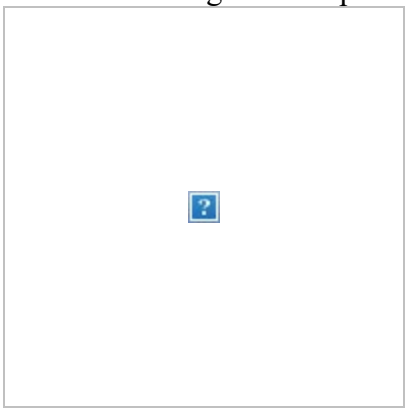
We would also be honored to recognize the City of Pembroke Park as an Official Community Sponsor for Summer 2026, with acknowledgment in our camp materials and communications.

I would appreciate your guidance on the appropriate process to submit this request whether that involves a formal application, supporting documents, or placement on a commission meeting agenda.

I would be happy to provide any additional information needed.

Thank you for your time and assistance, and I look forward to your direction.

Warm regards,
Reneesha McNeil, MSW
Founder & Director | Smart Bridge Academy LLC
954-998-8514 | Home | Smart Bridge Academy LLC | IG:Smart Bridge Academy (@smartbridge_sba) • Instagram photos and videos
Where We Bridge The Gaps In Learning



WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.

RESOLUTION NO. 2026-046

A RESOLUTION OF THE TOWN APPROVING COMMUNITY SUPPORT FUNDING IN THE AMOUNT OF $3,500.00 FOR SMART BRIDGE ACADEMY'S SUMMER 2026 PROGRAM; PROVIDING FOR AUTHORIZATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 2, 2026, Smart Bridge Academy submitted a Community Support Request seeking three thousand five hundred dollars ($3,500) in funding; and

WHEREAS, the requested funds will support the Academy's Summer 2026 eight-week youth program, including student enrichment activities and tuition assistance for participating families; and

WHEREAS, the Town recognizes the importance of youth enrichment opportunities that promote academic engagement, personal development, and accessibility for local families; and

WHEREAS, Smart Bridge Academy's program aligns with the Town's community support priorities and provides meaningful benefits to children within the community; and

WHEREAS, the Town Commission has determined it is in the best interest of the community to approve the requested funding.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and expressly made a part of this Resolution.

Section 2: The Town hereby approves the allocation of **$3,500** from the Community Support Fund to Smart Bridge Academy for its Summer 2026 eight-week program.

Section 3. The Town Manager and Finance Department are authorized to take all necessary steps to process and issue the contribution.

Section 4: All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5: If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6: This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 13th day of May, 2026.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

Agenda Item Report

Subject:	Motion to approve the amendment to Mission Square Retirement Accounts — Sponsored by HR Director Frishman
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Human Resources
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Mission Square ROTH 457 Amendment

Docusign Envelope ID: 1A1A90CA-3D95-4EC2-8B2D-1F87A928ABBD

MissionSquare RETIREMENT

April 20, 2026

David Sigerson
Town of Pembroke Park

Re: Town of Pembroke Park 457 Plan (Plan ID: 304492)

Dear Valued Client,

Thank you for your recent request to amend the above-mentioned plan's document(s). We've attached a draft of an amended version, including your request to:

- Add Roth provisions – Section VI, page 2
- Indicate the defaulted election for the age 60-63 "super" catch-up provision - Section I.H., page 8

The amended document is effective April 20, 2026. To complete the process, please review and sign the amended document(s) via DocuSign. Alternatively, you may sign and return the document(s) by returning scans of the full document package with wet signatures to:

Email to:
MSQPLND@SSCINC.COM

Please Note: The amended document supersedes prior versions; however, you should retain prior versions should the Internal Revenue Service ever request a copy. These documents are important legal documents and should be carefully reviewed with your legal counsel prior to adoption.

After receipt of the executed document(s), a copy of the document(s) will be posted to your plan sponsor website. Our recordkeeping system won't be updated to reflect your changes until your signed and dated document is returned.

If you have any questions, please contact your Retirement Plan Account Manager at (800) 326-7272. Thank you for entrusting us with your retirement plan administration. We look forward to continuing to serve you.

Sincerely,

MissionSquare Plan Services

Enclosures

Docusign Envelope ID: 1A1A90CA-3D95-4EC2-8B2D-1F87A928ABBD

MissionSquare
RETIREMENT

457 Governmental Plan and Trust
Optional Provisions Election Form (October 2023)

Employers should execute this form to make elections, or change prior elections, related to optional provisions contained in the MissionSquare Retirement 457 Governmental Deferred Compensation Plan and Trust document. This form may also be used by plan sponsors utilizing an individually designed plan document.

Plan Number: 30 4492 Employer Plan Name: Town of Pembroke Park

I. PLAN DOCUMENT (If you are establishing a new plan, please skip this section.)

Our plan currently uses:
- ✓ MissionSquare's model plan document
- An individually designed plan document

II. PLAN YEAR

The plan year will be (select one):
- ✓ January 1 – December 31 (Default); or
- The 12-month period beginning _____ ____
  Month Day

III. ELIGIBILITY REQUIREMENTS

The following group or groups of Employees are eligible to participate in the plan:
- ✓ All Employees (Default)
- Full-time Employees
- Salaried Employees
- Non-union Employees
- Management
- Public Safety Employees
- General Employees
- Other Employees (specify the group(s) of eligible employees):

_____

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer.

IV. LOANS

Loans are allowed under the plan.

Yes ✓ No (Default)

If you select "Yes" above, you must also complete and return the Loan Guidelines Agreement in the **Loan Implementation Package for 457/401 Plan Sponsors**.

Docusign Envelope ID: 1A1A90CA-3D95-4EC2-8B2D-1F87A928ABBD

V. DISTRIBUTIONS

a. In-service distributions while employed with the Employer are permitted after a participant attains (select one of the options):

✓ Age 70½ (Default)

Not permitted at any age

To adopt an in-service withdrawal age of 59 1/2, please complete the SECURE Act Election form.

b. In-service distributions of rollovers are allowed at any time:

Yes ✓ No (Default)

c. Tax-free distributions for the payment of qualifying insurance premiums for eligible retired public safety officers are available under the plan.

Yes ✓ No (Default)

d. Unforeseeable emergency withdrawals are permitted.

✓ Yes (Default) No

In applying the rules for unforeseeable emergency withdrawals, the determination of any unforeseen emergency shall include circumstances applying to a Primary Beneficiary.

✓ Yes (Default) No

VI. ROTH PROVISIONS

a. The plan will offer Designated Roth Accounts as described in Article IX.

✓ Yes No (Default)

[If No is selected, skip the remainder of this Section VI.]

b. The plan will allow In-Plan Roth Conversions as provided in Section 9.05.

✓ Yes (Default) No

c. Designated Roth Accounts will be available as a source for loans under the plan.

Yes ✓ No or N/A (Default)

VII. AUTOMATIC ENROLLMENT

The plan will offer automatic enrollment.

Yes ✓ No (Default)

If you select "Yes" above, further steps are required to implement this feature, including completing implementation forms. We will contact you.

VIII. DEFERRAL OF SICK PAY, VACATION AND BACK PAY (CHOOSE ANY/ALL THAT APPLY)

Participants may elect to defer:

Accumulated Sick Pay
Accumulated Vacation Pay
Back Pay

Note: If no election is made, a Participant will not be able to defer any of these.

Docusign Envelope ID: 1A1A90CA-3D95-4EC2-8B2D-1F87A928ABBD

The Participant's election to defer accumulated sick pay, accumulated vacation pay, or back pay must be made before the beginning of the month in which these amounts would otherwise be paid or made available to the employee.

IX. EMPLOYER MATCH

Employer will match Elective Deferrals and Default Elective Deferrals ("Deferrals").

Yes ✓ No (Default)

[If No is selected, skip the remainder of Section IX. IF YES, COMPLETE ALL THAT APPLY].

Employer Percentage Match of Deferrals

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the plan):

_____% of the Deferrals made on behalf of the Participant for the Plan Year (not including Deferrals exceeding _____% of Earnings or $ _____);

Plus _____% of the Deferrals made on behalf of the Participant for the Plan Year in excess of those included in the above paragraph (but not including Deferrals exceeding in the aggregate _____% of Earnings or $ _____).

Employer matching contributions on behalf of a Participant for a Plan Year shall not exceed $ _____ or _____% of Earnings, whichever is (CHOOSE ONE) more less.

Employer Dollar Match of Deferrals

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the plan):

$ _____for each _____ % of Earnings or $_____that the Employer contributes on behalf of the Participant as Deferrals for the Plan Year (not including Deferrals exceeding _____% of Earnings or $_____);

Plus $_____for each _____% of Earnings or $_that the Employer contributes on behalf of the Participant as Deferrals for the Plan Year in excess of those included in the above paragraph (but not including Deferrals exceeding in the aggregate % of Earnings or $_____).

Employer matching contributions on behalf of a Participant for a Plan Year shall not exceed $_____or _____% of Earnings, whichever is
(CHOOSE ONE) more less.

Docusign Envelope ID: 1A1A90CA-3D95-4EC2-8B2D-1F87A928ABBD

X. MILITARY SERVICE ELECTIONS

a. Plan contributions shall be made under the plan for differential wage payments (i.e., payments made by the employer to an individual performing military service that represents all or a portion of the wages he/she would have received).

✓ Yes (Default) No

If yes is selected, this is effective beginning January 1, 2009 (or if later, the effective date of the Plan), unless another effective date is filled in here:

_____

b. A participant shall be deemed to have a severance from employment for purposes of eligibility for a distribution during any period of military service for more than 30 days.

Yes ✓ No (Default)

c. A participant who dies or becomes Disabled (as defined in the plan) while performing qualified military service shall receive plan contributions as if the individual had resumed employment on the day preceding death or disability and then terminated employment on the actual date of death or disability.

Yes ✓ No (Default)

If yes is selected, this is effective for participants who died or became disabled while performing military service on or after January 1, 2007 (or if later, the effective date of the plan), unless another effective date is filled in here:

_____ (date cannot be prior to January 1, 2007)

XI. SPOUSAL CONSENT (APPLIES ONLY TO COMMUNITY PROPERTY STATES)

If your state is not a community property state, skip the remainder of Section XI.

Where spousal consent is required, it will apply to:

Only to persons who are married (Default)

A person who is married, who is a domestic partner under state law, or who is a person in a civil union or other formally recognized personal partnership

A person who is married or who is a domestic partner under state law

A person who is married or is a person in a civil union or other formally recognized personal partnership

Note: This election applies only for plans in community property states requiring the consent of a spouse to name someone other than the spouse as a beneficiary, and only for determining who is treated as a "spouse" for this purpose and not for any other plan purposes.

Docusign Envelope ID: 1A1A90CA-3D95-4EC2-8B2D-1F87A928ABBD

XII. SUMMARY OF CHANGES

If you are making changes to an existing plan, please summarize the changes along with the effective dates of the changes below and identify the applicable Optional Provisions Election Form section number. If you are establishing a new plan, please skip this section.

a. Add Roth provisions - Section VI Effective Date: 04 / 20 / 2026

b. _____ Effective Date: ____/____/_____

c. _____ Effective Date: ____/____/_____

d. _____ Effective Date: ____/____/_____

XIII. EMPLOYER SIGNATURE

By signing, Employer confirms he or she is authorized to make the elections specified on this form.

Employer hereby appoints MissionSquare Retirement as the non-discretionary Plan Administrator in accordance with the terms and conditions of the MissionSquare Retirement Corporation 457 Governmental Deferred Compensation Plan and Trust.

Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

Employer acknowledges that applicable state law may or may not allow for the addition of an Automatic Enrollment Feature in their 457(b) plan administered by MissionSquare Retirement, and Employer assumes full responsibility for the decision to add such a feature to their plan.

Employer Signature: David Sigerson

Date (mm/dd/yyyy): 4/21/2026

Name (Please Print): David Sigerson

Title: Town Manager

Preferred Phone Number: (9547898583

Email Address: townmanager@tppfl.gov

Plan Number: 304492

This form can be returned by email, fax, or mail using the information below.

Online: Submit through secure messaging to: www.employers.msqplanservices.org Fax to: MissionSquare Plan Services (844) 677-3297	Mail to: MissionSquare Plan Services P.O. Box 219320 Kansas City, MO 64121-9320

Docusign Envelope ID: 1A1A90CA-3D95-4EC2-8B2D-1F87A928ABBD

MissionSquare

SECURE ACT 2.0 and 1.0 Election Form

Use this form to adopt any of the provisions made available by The Setting Every Community Up for Retirement Enhancement Act of 2019 (SECURE 1.0), SECURE 2.0 Act of 2022, and related legislation. If you would like to add these provisions to more than one plan, please complete one form per plan.

I. SECURE 2.0 and Related Provisions

A. Eliminate the "first date of the month" rule for 457(b) deferral changes. The plan will permit all deferral initiation and change requests to transpire as soon as administratively feasible, but no later than on the earliest date the deferrals can reasonably be segregated from the employer's general assets, rather than the first pay period of the following month.

◯ Yes ◉ No *("No" is the default provision under the Plan if no selection is made.)*

B. Student Loan Repayment Match (Available in 401(k), 457(b), and 403(b) plans and is not available in (i) 401(a) Profit Sharing Plans without the 401(k) feature or (ii) 401(a) Money Purchase Plans)

For purposes of calculating the employer match of participant elective deferrals into the plan in which the match will be made, qualified student loan repayments made by the participant shall be treated as participant elective deferrals.

◯ Yes ◉ No *("No" is the default provision under the Plan if no selection is made.)*

Note: To adopt the student loan repayment match provision, the plan must offer an elective deferral match.

C. Distribution for victims of domestic abuse (Available in 457(b), 403(b), and 401(a) Profit Sharing Plans that have not made a "QJSA Election")

The plan will permit participants to receive, upon written request, a distribution of up to the lessor of $10,000 (indexed) or 50% of the participant's vested account balance during the one-year period beginning on any date on which the individual is a victim of domestic abuse by a spouse or domestic partner. Plan sponsors may rely upon the participant's self-certification that they are victims of abuse with no documentation needed.

Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers, if elected.

◯ Yes ◉ No *("No" is the default provision under the Plan if no selection is made.)*

If "Yes" is selected, Domestic Abuse Victim Distributions may be distributed on or after:

MM/DD/YYYY

(continued)

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D. $1,000 withdrawal for certain emergency expenses (Available in 457(b), 403(b), and 401(a) Profit Sharing Plans)

The plan will permit participants to receive, upon written request, a distribution of up to $1,000 (or if the participant's vested balance is less than $2,000, the amount that exceeds $1,000) to pay for unforeseen or immediate financial needs relating to necessary personal or family emergency expenses. Plan sponsors may rely upon the participant's self-certification that they are eligible for emergency withdrawals with no documentation needed.

A participant is not permitted to receive more than one emergency withdrawal per year. Additionally, a participant is not permitted to take another emergency withdrawal from the plan during the next three (3) calendar years unless the withdrawal is repaid, or equivalent contributions are made to the plan.

Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account within three years without regard to the usual 60-day time limit for rollovers, if elected.

◯ Yes ◉ No *("No" is the default provision under the Plan if no selection is made.)*

If "Yes" is selected, $1,000 withdrawal for certain emergency expenses may be distributed on or after:

☐

MM/DD/YYYY

E. Self-certification for hardship withdrawals (Available in 403(b) and 401(a) Profit Sharing and Money Purchase Plans with the 401(k) feature)

The plan will permit participants to self-certify that a distribution is on account of a financial need that IRS regulations deem to create an immediate and heavy financial need, the amount of the distribution is not in excess of the amount required to satisfy the financial need, and that the participant has no alternative means reasonably available to meet the financial need.

◯ Yes ◉ No *("No" is the default provision under the Plan if no selection is made.)*

☐ The distribution will be processed without plan sponsor approval.
If you as the plan sponsor wish to approve each request, check this box.

If the box is checked, the plan sponsor will be required to approve each request.

F. Self-certification for unforeseeable emergency withdrawals (Available in 457(b) Plans)

The plan will permit participants to self-certify that a distribution is being made when a participant is faced with an unforeseeable emergency of a type that is described in IRS regulations as an unforeseeable emergency, the amount of the distribution is not in excess of the amount required to satisfy the emergency need, and the participant has no alternative means reasonably available to satisfy the emergency need.

◯ Yes ◉ No *("No" is the default provision under the Plan if no selection is made.)*

☐ Check this box if you as the plan sponsor wish to approve each request.

Leave blank if you would like the distributions to be processed without plan sponsor approval.

(continued)

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G. Distribution for qualified Federally declared natural disasters (Available in 457(b), 403(b), 401(a) Profit Sharing and Money Purchase Plans)

The plan will permit qualified participants to receive, upon written request, a distribution of up to $22,000 per Federally declared natural disaster, aggregated across all plans of the employer. A participant is qualified if:

- The individual's principal residence at any time during the incident period of any qualified disaster is in the qualified disaster area with respect to that disaster, and
- The individual has sustained an economic loss by reason of that qualified disaster.

Plan sponsors may rely upon the participant's self-certification that they are a qualified participant with no documentation needed, unless the plan sponsor has actual knowledge to the contrary.

Whether a disaster is a formally declared disaster and qualified can be determined here: https://www.fema.gov/disaster/declarations

Such distribution may be made on or after the first day of the incident period of a qualified disaster and before the date that is 179 days after the latest of the following three dates:

- Dec. 29, 2022,
- The first day of the incident period with respect to the qualified disaster, or
- The date of the disaster declaration with respect to the qualified disaster.

Such a distribution is exempt from the 10% early distribution tax penalty, is includible in income over three years, and is exempt from the mandatory 20% withholding; and can be repaid into the account within three years without regard to the usual 60-day time limit for rollovers, if elected.

◯ Yes ◉ No *("No" is the default provision under the Plan if no selection is made.)*

H. Age 60 to 63 Catch-Up (Available in 457(b), 403(b), and 401(a) Money Purchase and Profit Sharing Plans with the 401(k) feature)

Participants age 60 to 63 can contribute a higher contribution amount than the regular age 50 and older catch-up limit. For information on current year IRS contribution limits visit www.missionsq.org/contributionlimits.

◉ Yes ◯ No *("No" is the default provision under the Plan if no selection is made.)*

(continued)

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II. SECURE 1.0 and Related Provisions

A. In-Service Distributions at Age 59.5 (Available in 457(b), 403(b), and 401(a) Money Purchase Plans). The Plan will permit in-service withdrawals at age 59.5

Note: Not applicable to 401(a) Profit Sharing Plans, as this provision is already available in your plan. You can change the in-service distribution age in your Profit Sharing Plan by submitting a revised Adoption Agreement.

◯ Yes ◉ No *("No" is the default provision under the Plan if no selection is made.)*

B. Qualified Birth and Adoption (Available in 457(b), 403(b), 401(a) Money Purchase, and 401(a) Profit Sharing Plans)

The plan will permit participants to receive, upon written request, a distribution of up to $5,000 per qualifying birth or adoption (not to exceed $5,000 across all retirement accounts of the participant.

Note to 401(a) Money Purchase Plan Sponsors: Such a withdrawal can only be undertaken if the participant meets the plan's existing in-service withdrawal criteria.

Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account within three years without regard to the usual 60-day time limit for rollovers if elected. A qualified adoption distribution would be limited to the adoption of children who are under age 18 or who are physically or mentally incapable of self-support.

◯ Yes ◉ No *("No" is the default provision under the Plan if no selection is made.)*

Note: If you elect to offer this provision, your plan may need to offer the ability for participants to roll assets into the plan.

C. MissionSquare Retirement IncomeAdvantage Fund In-Service Distribution (Available in 457(b), 401(a) Money Purchase, and 401(a) Profit Sharing Plans that have the MissionSquare Retirement Income Advantage Fund as an available Investment Option)

In the event the MissionSquare Retirement IncomeAdvantage Fund is no longer an investment option under the plan, a Participant shall, upon written request, be permitted to roll these assets to another plan within 90 days prior to the Fund being removed as an investment option. Such a distribution can be undertaken regardless of the participant's eligibility pertaining to in-service distributions.

◯ Yes ◉ No *("No" is the default provision under the Plan if no selection is made.)*

(continued)

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5 | SECURE ACT 2.0 and 1.0 Election Form

By signing below, we intend to amend the plan to allow these provisions as of the date below or as soon as administratively feasible. **Please submit one form per plan number.**

EMPLOYER PLAN NUMBER: 304492

EMPLOYER PLAN NAME: Town of Pembroke Park

SIGNATURE OF AUTHORIZED PLAN REPRESENTATIVE: David Sigerson

PRINT NAME: David Sigerson

TITLE: Town Manager

DATE: *MM/DD/YYYY*: 4/21/2026

EMAIL ADDRESS: townmanager@tppfl.gov

PHONE NUMBER: 9547898583

This form can be returned by secure messaging, fax, or mail using the information below.

Online: Submit through secure messaging: https://retirement.financialtrans.com/msq-sponsor/login

Fax to: MissionSquare Plan Services (844) 677-3297

Mail to: MissionSquare Plan Services
P.O. Box 219320
Kansas City, MO 64121-9320

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MissionSquare
RETIREMENT

ICMA Retirement Corporation
doing business as

MissionSquare Retirement Governmental 457 Deferred Compensation Plan



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457 GOVERNMENTAL DEFERRED COMPENSATION PLAN AND TRUST

As Amended and Restated

Article I. Purpose

The Employer identified in Article 2.09 hereby establishes and maintains the Employer's Deferred Compensation Plan and Trust, hereafter referred to as the "Plan." The Employer is a State, political subdivision of a State, or an agency or instrumentality of a State or political subdivision, as described in Section 457(e)(1)(A) of the Internal Revenue Code ("the Code").

The primary purpose of this Plan is to provide retirement income and other deferred benefits to the Employees of the Employer and the Employees' Beneficiaries in accordance with the provisions of Section 457 of the Code.

The Employer has determined that the establishment of a deferred compensation plan for the Employees of the Employer serves the interests of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel.

This Plan shall be an agreement solely between the Employer and participating Employees. The Plan and Trust forming a part hereof are established and shall be maintained for the exclusive benefit of Participants and their Beneficiaries. No part of the corpus or income of the Trust shall revert to the Employer or be used for or diverted to purposes other than the exclusive benefit of Participants and their Beneficiaries.

The Employer adopts the Group Trust created by the Declaration of Trust of VantageTrust Company.

Article II. Definitions

2.01 **Account.** The bookkeeping account maintained for each Participant reflecting the cumulative amount of the Participant's Deferred Compensation, including any income, gains, losses, or increases or decreases in market value attributable to the Employer's investment of the Participant's Deferred Compensation, and further reflecting any distributions to the Participant or the Participant's Beneficiary and any fees or expenses charged against such Participant's Deferred Compensation.

2.02 **Accounting Date.** For valuing the Trust's assets, as provided in Section 6.06, each business day that the New York Stock Exchange is open for trading.

2.03 **Administrator.** The person or persons named in writing to carry out certain nondiscretionary administrative functions under the Plan, as hereinafter described. The Employer may remove any person as Administrator upon seventy-five (75) days' advance notice in writing to such person, in which case the Employer shall name another person or persons to act as Administrator. The Administrator may resign upon seventy-five (75) days' advance notice in writing to the Employer, in which case the Employer shall name another person or persons to act as Administrator. Unless otherwise provided in the Plan, the Administrator shall act at the direction of the Employer and shall be fully protected in acting on such direction. The Employer may enter into a separate agreement with the Administrator detailing features of the Plan and any elections as to the administration of the Plan.

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2.04 **Automatic Distribution Date.** April 1 of the calendar year after the year the Participant attains age 70½ or, if later, has a Severance Event.

2.05 **Beneficiary.** The person or persons named by the Participant in his or her Joinder Agreement who shall receive any benefits payable hereunder in the event of the Participant's death. In the event that the Participant names two or more Beneficiaries, each Beneficiary shall be entitled to equal shares of the benefits payable at the Participant's death, unless otherwise provided in the Participant's Joinder Agreement. If no Beneficiary is named in the Joinder Agreement, if the named Beneficiary predeceases the Participant, or if the named Beneficiary does not survive the Participant for a period of fifteen (15) days, then the estate of the Participant shall be the Beneficiary. If a married Participant resides in a community property state, the Participant shall be responsible for obtaining appropriate consent of his or her spouse in the event the Participant names someone other than his or her spouse as Beneficiary; provided, however that solely for purposes of this sentence, the term "spouse" shall have the meaning determined by the Employer.

For purposes of Section 7.09(c), relating to unforeseeable emergency withdrawals, the term Primary Beneficiary means an individual who is named as a Beneficiary under the Plan and who would have an unconditional right to all or a portion of the Participant's account balance under the Plan upon the death of the Participant (or Beneficiary who has inherited an account balance).

2.06 **Deferred Compensation.** The amount of Includible Compensation otherwise payable to the Participant that the Participant and the Employer mutually agree to defer hereunder (including pursuant to automatic enrollment in Section 4.03), any amount credited to a Participant's Account by reason of a transfer under Section 6.09 or 6.10, a rollover under Section 6.11, or any other amount the Employer agrees to credit to a Participant's Account.

2.07 **Dollar Limitation.** The applicable dollar amount within the meaning of Section 457(b)(2)(A) of the Code, as adjusted for the cost-of-living in accordance with Section 457(e)(15) of the Code.

2.08 **Employee.** Any individual who provides services for the Employer, whether as an employee of the Employer, as defined by state law, or as an independent contractor, and who has been designated by the Employer as eligible to participate in the Plan.

2.09 **Employer.** _____ which is a State, political subdivision of a State, or agency or instrumentality of a State, as described in Section 457(e)(1)(A) of the Code.

2.10 **457 Catch-Up Dollar Limitation.** Twice the Dollar Limitation.

2.11 **Includible Compensation.** Includible Compensation of a Participant means "compensation," as defined in Section 415(c)(3) of the Code, for services performed for the Employer. Includible Compensation shall be determined without regard to any community property laws. For purposes of a Participant's Joinder Agreement only and not for purposes of the limitations in Article V, Includible Compensation shall include pre-tax contributions (excluding direct employer contributions) to an integral part trust of the employer providing retiree health care benefits.

2.12 **Joinder Agreement.** An agreement entered into between an Employee and the Employer, including any amendments or modifications thereof, that fixes the amount of Deferred Compensation, specifies a preference among the investment alternatives designated by the Employer, names the Employee's Beneficiary or Beneficiaries, and incorporates the terms, conditions, and provisions of the Plan by reference. A Joinder Agreement includes amounts that an Employer agrees to credit to the Employee's account as "employer contributions."

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2.13 **Normal Limitation.** The maximum amount of Deferred Compensation for any Participant for any taxable year (other than amounts referred to in Sections 6.09, 6.10, and 6.11).

2.14 **Normal Retirement Age.** Age 70½, unless the Participant has elected an alternate Normal Retirement Age by written instrument delivered to the Administrator prior to a Severance Event. A Participant's Normal Retirement Age determines the period during which a Participant may utilize the additional catch-up dollar limitation of Section 5.02(b) hereunder and determines the right to receive certain tax free distributions described in Section 7.14. Once a Participant has to any extent utilized the catch-up limitation of Section 5.02(b), his Normal Retirement Age may not be changed.

A Participant's alternate Normal Retirement Age may not be earlier than the earliest date that the Participant will become eligible to retire and receive immediate, unreduced retirement benefits under the Employer's basic defined benefit retirement plan covering the Participant (or a money purchase pension plan of the Employer in which the Participant also participates if the Participant is not eligible to participate in a defined benefit plan of the Employer), and may not be later than the date the Participant will attain age 70½. If the Participant will not become eligible to receive benefits under a basic defined benefit retirement plan (or money purchase pension plan, if applicable) maintained by the Employer, the Participant's alternate Normal Retirement Age may not be earlier than 65 and may not be later than age 70½ (except as provided in the next paragraph). Solely for purposes of the prior two sentences, a plan of the Employer includes a plan maintained by the state (or a political subdivision or agency or instrumentality of the state) in which the Employer is located. In no event may a Participant's normal retirement age be different than the normal retirement age under the Employer's other 457(b) plans, if any.

In the event the Plan has Participants that include qualified police or firefighters (as defined under Section 415(b)(2)(H)(ii)(I) of the Code), a normal retirement age may be designated for such qualified police or firefighters that is not earlier than age 40 or later than age 70½. Alternatively, qualified police or firefighters may be permitted to designate a normal retirement age that is between age 40 and age 70½.

2.15 **Participant.** Any Employee who has joined the Plan pursuant to the requirements of Article IV. Unless the context requires otherwise, the term Participant includes an Employee or former Employee of the Employer who has not yet received all of the payments of benefits to which he/she is entitled under the Plan.

2.16 **Percentage Limitation.** 100 percent of the Participant's Includible Compensation available to be contributed as Deferred Compensation for the taxable year.

2.17 **Plan Year.** The calendar year, unless otherwise elected by the Employer.

2.18 **Severance Event.** A severance of the Participant's employment with the Employer within the meaning of Section 457(d)(1)(A)(ii) of the Code.

In general, a Participant shall be deemed to have experienced a Severance Event for purposes of this Plan when, in accordance with the established practices of the Employer, the employment relationship is considered to have actually terminated. If the Plan does not allow participation by independent contractors of the Employer, a Participant shall also be deemed to have experienced a Severance Event for purposes of the Plan when, in accordance with the established practices of the Employer, the Participant ceases to be an employee and becomes an independent contractor. If the Plan allows participation by independent contractors of the Employer, then in the case of a Participant who is an independent contractor of the Employer, a Severance Event shall be deemed to have occurred when the Participant's contract under which services are performed has completely expired and terminated, there is no foreseeable possibility that the Employer will renew the contract or enter into a new

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contract for the Participant's services, and it is not anticipated that the Participant will become an Employee of the Employer, or such other events as may be permitted under the Code.

2.19 **Trust**. The Trust created under Article VI of the Plan which shall consist of all compensation deferred under the Plan, plus any income and gains thereon, less any losses, expenses and distributions to Participants and Beneficiaries.

Article III. Administration

3.01 **Duties of the Employer.** The Employer shall have the authority to make all discretionary decisions affecting the rights or benefits of Participants that may be required in the administration of this Plan. The Employer's decisions shall be afforded the maximum deference permitted by applicable law.

3.02 **Duties of Administrator.** The Administrator, as agent for the Employer and subject to oversight by the Employer, shall perform nondiscretionary administrative functions in connection with the Plan, including the maintenance of Participants' Accounts, the provision of periodic reports of the status of each Account, and the disbursement of benefits on behalf of the Employer in accordance with the provisions of this Plan.

Article IV. Participation in the Plan

4.01 **Initial Participation.** An Employee that the Employer elects to be eligible for the Plan may become a Participant by entering into a Joinder Agreement (or by being treated as entering into a Joinder Agreement pursuant to Section 4.03) prior to the beginning of the calendar month in which the Joinder Agreement is to become effective to defer compensation not yet paid or made available, or such other date as may be permitted under the Code. A new employee may defer compensation in the calendar month during which he or she first becomes an employee if a Joinder Agreement is entered into on or before the first day on which the employee performs services for the Employer.

4.02 **Amendment of Joinder Agreement.** A Participant may amend an executed Joinder Agreement to change the amount of Includible Compensation not yet paid or made available that is to be deferred (including the reduction of such future deferrals to zero). Such amendment shall become effective as of the beginning of the calendar month commencing after the date the amendment is executed, or such other date as may be permitted under the Code. A Participant may at any time amend his or her Joinder Agreement to change the Beneficiary or specify investments, and such amendment shall become effective immediately.

4.03 **Automatic Enrollment.**

(a) *If elected by the Employer, the Plan will provide for automatic enrollment*. In this case, an Employee will become a Participant, shall be treated as entering into a Joinder Agreement, and shall have compensation deferred, at the amount equal to the percentage of compensation specified by the Employer, unless the Employee affirmatively elects a different amount (or elects not to enter into a Joinder Agreement) within the initial "opt-out" period specified by the Employer. The "opt-out" period shall be no less than thirty (30) days and no more than ninety (90) days. The Participant will be treated as having entered into a Joinder Agreement at the end of such opt-out period and Default Elective Deferrals shall begin on the first pay period of the following calendar month. Unless otherwise elected by the Employer, these automatic enrollment provisions will also apply when an Employee is rehired. An Employee who becomes a Participant pursuant to this Section 4.03 may amend the Joinder Agreement as provided in Section 4.02.

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(b) **Definitions.** *The following definitions shall apply for this Section 4.03:*

(1) **Eligible Automatic Contribution Arrangement ("EACA").** An automatic contribution arrangement that satisfies the uniformity and notice requirements of this Section 4.03.

(2) **Automatic Contribution Arrangement.** An arrangement under which, in the absence of an affirmative election by a Covered Employee, a specified percentage of compensation will be withheld from the Covered Employee's pay and contributed to the Plan as Deferred Compensation.

(3) **Covered Employee.** A Participant identified by the Employer as being covered under the EACA. An independent contractor cannot be a Covered Employee.

(4) **Default Elective Deferrals.** The Deferred Compensation contributed to the Plan under the EACA on behalf of Covered Employees who do not have an affirmative election in effect regarding Deferred Compensation.

(5) **Default Rate.** The percentage of a Covered Employee's compensation contributed to the Plan as a Default Elective Deferral, per pay period, for a given Plan Year. The Default Rate is specified by the Employer.

(c) **Rules of Application**

(1) Default Elective Deferrals will be made on behalf of Covered Employees who do not have an affirmative election in effect regarding Deferred Compensation. The amount of Default Elective Deferrals made for a Covered Employee each pay period is equal to the Default Rate multiplied by the Covered Employee's compensation for that pay period. If the Employer elects, a Covered Employee's Default Elective Deferrals will increase each Plan Year by a designated percentage, per pay period, beginning with the second Plan Year that begins after the Default Rate first applies to the Covered Employee. The increase will be effective beginning with the first pay period that begins in such Plan Year.

(2) A Covered Employee will have a reasonable opportunity after receipt of the notice described in Section 4.03(e) to make an affirmative election regarding Deferred Compensation (either to have no Deferred Compensation contributed or to have a different amount of Deferred Compensation contributed) before Default Elective Deferrals are made on the Covered Employee's behalf. Default Elective Deferrals being made on behalf of a Covered Employee will cease as soon as administratively feasible after the Covered Employee makes an affirmative election. An affirmative election to have no Deferred Compensation contributed, made no later than ninety (90) days after Default Elective Deferrals are first withheld from a Covered Employee's pay, shall be deemed a request for distribution of the Covered Employee's Default Elective Deferrals under Section 4.03(f) of the Plan, unless the Covered Employee affirmatively elects otherwise.

(d) **Uniformity Requirement**

(1) Except as provided in (2), below, if the Employer has elected to have Covered Employees' Default Elective Deferrals increase each Plan Year by a designated percentage, the same percentage of compensation will be withheld as a Default Elective Deferral from all Covered Employees subject to the Default Rate.

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(2) Default Elective Deferrals will be reduced or stopped to meet the limitations under Section 457(b) of the Code, and to satisfy any suspension period required after a hardship distribution from another plan maintained by the Employer.

(e) **Notice Requirement**

(1) At least thirty (30) days, but not more than ninety (90) days, before the beginning of the Plan Year, the Employer will provide each Covered Employee a comprehensive notice of the Covered Employee's rights and obligations under the EACA, written in a manner calculated to be understood by the average Covered Employee. If an employee becomes a Covered Employee after the 90th day before the beginning of the Plan Year and does not receive the notice for that reason, the notice will be provided no more than ninety (90) days before the employee becomes a Covered Employee but no later than the date the employee becomes a Covered Employee.

(2) The notice must accurately describe:

(i) the amount of Default Elective Deferrals that will be made on the Covered Employee's behalf in the absence of an affirmative election;

(ii) the Covered Employee's right to elect to have no Deferred Compensation deferred on his or her behalf or to have a different amount of Deferred Compensation deferred;

(iii) how Default Elective Deferrals will be invested in the absence of the Covered Employee's investment instructions; and

(iv) the Covered Employee's right to make a withdrawal of Default Elective Deferrals and procedures for making such a withdrawal.

(f) **Withdrawal of Default Elective Deferrals**

(1) No later than ninety (90) days after Default Elective Deferrals are first withheld from a Covered Employee's pay, the Covered Employee may request a distribution of his or her Default Elective Deferrals. No spousal consent is required for withdrawal under this provision.

(2) The amount distributed from the Plan upon the Covered Employee's request is equal to the amount of Default Elective Deferrals made through the earlier of (a) the pay date for the second payroll period that begins after the Covered Employee's withdrawal request and (b) the first pay date that occurs after thirty (30) days following the Covered Employee's request, plus attributable earnings through the date of distribution. Any fee charged to the Covered Employee for the withdrawal may not be greater than any other fee charged for a cash distribution.

(3) Unless the Covered Employee affirmatively elects otherwise, any withdrawal request will be treated as an affirmative election to stop having Deferred Compensation deferred on the Covered Employee's behalf as of the date specified in Section 4.03(f)(2) above.

(4) Default Elective Deferrals distributed pursuant to this Section 4.03(f) are not counted towards the dollar limitation on Deferred Compensation contained in Section 457(b) of the Code. Matching contributions that might otherwise be allocated to a Covered Employee's account on behalf of Default Elective Deferrals will not be allocated to the extent the Covered Employee withdraws such Deferred Compensation pursuant to this Section 4.03(f) and any

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matching contributions already made on account of Default Elective Deferrals that are later withdrawn pursuant to this Section 4.03(f) will be forfeited.

4.04 Vesting of Employer Contributions. If a Participant's Joinder Agreement provides for the Employer to credit Deferred Compensation to a Participant's Account in the form of "employer contributions," such credits shall be immediately vested, except as provided in Section 4.03(f)(4).

Article V. Limitations on Deferrals

5.01 Normal Limitation. Except as provided in Section 5.02, the maximum amount of Deferred Compensation for any Participant for any taxable year, shall not exceed the lesser of the Dollar Limitation or the Percentage Limitation.

5.02 Catch-Up Limitations.

(a) Catch-up Contributions for Participants Age 50 and Over: A Participant who has attained the age of 50 before the close of the taxable year, and with respect to whom no other elective deferrals may be made to the Plan for the Plan Year by reason of the Normal Limitation of Section 5.01, may enter into a Joinder Agreement to make elective deferrals in addition to those permitted by the Normal Limitation in an amount not to exceed the lesser of:

(1) The applicable dollar amount as defined in Section 414(v)(2)(B) of the Code, as adjusted for the cost-of-living in accordance with Section 414(v)(2)(C) of the Code; or

(2) The excess (if any) of:

(i) The Participant's Includible Compensation for the year, or

(ii) Any other elective deferrals of the Participant for such year which are made without regard to this Section 5.02(a).

An additional contribution made pursuant to this Section 5.02(a) shall not, with respect to the year in which the contribution is made, be subject to any otherwise applicable limitation contained in Section
5.01 above, or be taken into account in applying such limitation to other contributions or benefits under the Plan or any other plan. This Section 5.02(a) shall not apply in any year to which a higher limit under Section 5.02(b) applies.

(b) Last Three Years Catch-up Contribution: For each of the last three (3) taxable years for a Participant ending the year before the year he or she attains (or will attain) Normal Retirement Age, the maximum amount of Deferred Compensation shall be the lesser of:

(1) The 457 Catch-Up Dollar Limitation, or

(2) The sum of

(i) The Normal Limitation for the taxable year, and
(ii) The Normal Limitation for each prior taxable year of the Participant commencing after 1978 less the amount of the Participant's Deferred Compensation for such prior taxable years. A prior taxable year shall be taken into account under the preceding sentence only if (x) the Participant was eligible to participate in the Plan for such year, and (y) compensation (if any) deferred under the Plan (or such other plan) was subject to the Normal Limitation.

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Should the maximum Deferred Compensation under this Section 5.02(b) be lower in any of the three (3) years than the maximum Deferred Compensation under Section 5.02(a), the Participant may instead defer amounts under 5.02(a) if otherwise permitted and no further deferrals under Section 5.02(b) will be permitted.

5.03 Sick, Vacation and Back Pay. If the Employer so elects, a Participant may defer all or a portion of the value of the Participant's accumulated sick pay, accumulated vacation pay and/or back pay, provided that such deferral does not cause total deferrals on behalf of the Participant to exceed the Dollar Limitation or Percentage Limitation (including any catch-up dollar limitation) for the year of deferral. The election to defer such sick, vacation and/or back pay must be made in a manner and at a time permitted under Section 1.457-4(d) of the Income Tax Regulations.

For Plan Years beginning before January 1, 2009, pursuant to proposed IRS regulations issued under Section 415 of the Code, the Plan may permit deferrals from compensation, including sick, vacation and back pay, so long as the amounts are paid within 2½ months following severance from employment and the other requirements of Sections 457(b) and 415 of the Code are met. For Plan Years beginning on or after January 1, 2009, pursuant to final IRS regulations issued under Section 415 of the Code, the Plan may permit deferrals from compensation, including sick, vacation and back pay, so long as the amounts are paid by the later of: (i) 2½ months following severance from employment, and (ii) the end of the calendar year that includes the date of such severance from employment, and the other requirements of Sections 457(b) and 415 of the Code are met. Additionally, the agreement to defer such amounts must be entered into prior to the first day of the month in which the amounts otherwise would be paid or made available.

5.04 Other Plans. Notwithstanding any provision of the Plan to the contrary, the amount excludible from a Participant's gross income under this Plan or any other eligible deferred compensation plan under Section 457(b) of the Code shall not exceed the limits set forth in Sections 457(b) and 414(v) of the Code.

5.05 Excess Deferrals. Any amount that exceeds the maximum Dollar Limitation or Percentage Limitation (including any applicable catch-up dollar limitation) for a taxable year, shall constitute an excess deferral for that taxable year. Any excess deferral shall be distributed to the Participant in accordance with the requirements for excess deferrals under the Code and Section 1.457-4(e) of the Income Tax Regulations or other applicable Internal Revenue Service guidance.

5.06 Protection of Person Who Serves in a Uniformed Service. An Employee whose employment is interrupted by qualified military service under Section 414(u) of the Code or who is on leave of absence for qualified military service under Section 414(u) of the Code may elect to contribute additional Deferred Compensation upon resumption of employment with the Employer equal to the maximum Deferred Compensation that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Includible Compensation) without the interruption or leave, reduced by Deferred Compensation, if any, actually made for the Employee during the period of the interruption or leave. This right applies for five (5) years following the resumption of employment (or, if sooner, for a period equal to three (3) times the period of the interruption or leave).

5.07 Benefit Accruals with Respect to Qualified Military Service. Notwithstanding any provision of the Plan to the contrary, if the Employer so elects, Participants who die or become Disabled while performing qualified military service (as defined in Code Section 414(u)) with respect to the Employer shall receive Plan contributions as permitted under Code Section 414(u)(9).

5.08 Benefit Accruals with Respect to Differential Wage Payments. Unless otherwise elected by the Employer, Plan contributions shall be made based on differential wage payments (as such term is defined in Section 3401(h)(2) of the Code).

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Article VI. Trust and Investment of Accounts

6.01 Investment of Deferred Compensation. A Trust described in Section 457(g) of the Code is hereby created to hold all the assets of the Plan for the exclusive benefit of Participants and Beneficiaries, except that expenses and taxes may be paid from the Trust as provided in Section 6.03. The trustee shall be the Employer or such other person that agrees with the consent of the Employer to act in that capacity hereunder.

6.02 Investment Powers. The trustee shall have the powers listed in this Section with respect to investment of Trust assets, except to the extent that the investment of Trust assets is directed by Participants, pursuant to Section 6.05 or to the extent that such powers are restricted by applicable law.

(a) To invest and reinvest the Trust without distinction between principal and income in common or preferred stocks, shares of regulated investment companies and other mutual funds, bonds, loans, notes, debentures, certificates of deposit, contracts with insurance companies including but not limited to insurance, individual or group annuity, deposit administration, guaranteed interest contracts, and deposits at reasonable rates of interest at banking institutions including but not limited to savings accounts and certificates of deposit. Assets of the Trust may be invested in securities that involve a higher degree of risk than investments that have demonstrated their investment performance over an extended period of time.

(b) To invest and reinvest all or any part of the assets of the Trust in any common, collective or commingled trust fund that is maintained by a bank or other institution and that is available to Employee plans described under Sections 457 or 401 of the Code, or any successor provisions thereto, and during the period of time that an investment through any such medium shall exist, to the extent of participation of the Plans, the declaration of trust of such commonly collective, or commingled, trust fund shall constitute a part of this Plan.

(c) To invest and reinvest all or any part of the assets of the Trust in any group annuity, deposit administration or guaranteed interest contract issued by an insurance company or other financial institution on a commingled or collective basis with the assets of any other 457 plan or trust qualified under Section 401(a) of the Code or any other plan described in Section 401(a)(24) of the Code, and such contract may be held or issued in the name of the Administrator, or such custodian as the Administrator may appoint, as agent and nominee for the Employer. During the period that an investment through any such contract shall exist, to the extent of participation of the Plan, the terms and conditions of such contract shall constitute a part of the Plan.

(d) To hold cash awaiting investment and to keep such portion of the Trust in cash or cash balances, without liability for interest, in such amounts as may from time to time be deemed to be reasonable and necessary to meet obligations under the Plan or otherwise to be in the best interests of the Plan.

(e) To hold, to authorize the holding of, and to register any investment to the Trust in the name of the Plan, the Employer, or any nominee or agent of any of the foregoing, including the Administrator, or in bearer form, to deposit or arrange for the deposit of securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by any other person, and to organize corporations or trusts under the laws of any jurisdiction for the purpose of acquiring or holding title to any property for the Trust, all with or without the addition of words or other action to indicate that property is held in a fiduciary or representative capacity but the books

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and records of the Plan shall at all times show that all such investments are part of the Trust.

(f) Upon such terms as may be deemed advisable by the Employer or the Administrator, as the case may be, for the protection of the interests of the Plan or for the preservation of the value of an investment, to exercise and enforce by suit for legal or equitable remedies or by other action, or to waive any right or claim on behalf of the Plan or any default in any obligation owing to the Plan, to renew, extend the time for payment of, agree to a reduction in the rate of interest on, or agree to any other modification or change in the terms of any obligation owing to the Plan, to settle, compromise, adjust, or submit to arbitration any claim or right in favor of or against the Plans to exercise and enforce any and all rights of foreclosure, bid for property in foreclosure, and take a deed in lieu of foreclosure with or without paying consideration therefor, to commence or defend suits or other legal proceedings whenever any interest of the Plan requires it, and to represent the Plan in all suits or legal proceedings in any court of law or equity or before any body or tribunal.

(g) To employ suitable consultants, depositories, agents, and legal counsel on behalf of the Plan.

(h) To open and maintain any bank account or accounts in the name of the Plan, the Employer, or any nominee or agent of the foregoing, including the Administrator, in any bank or banks.

(i) To do any and all other acts that may be deemed necessary to carry out any of the powers set forth herein.

The trustee may authorize the Administrator to exercise these powers as an agent for the trustee, subject to the oversight of the trustee.

6.03 Taxes and Expenses. All taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon the Plan, or in respect to the Trust, or the income thereof, and all commissions or acquisitions or dispositions of securities and similar expenses of investment and reinvestment of the Trust, shall be paid from the Trust. Such reasonable compensation of the Administrator, as may be agreed upon from time to time by the Employer and the Administrator, and reimbursement for reasonable expenses incurred by the Administrator in performance of its duties hereunder (including but not limited to fees for legal, accounting, investment and custodial services) shall also be paid from the Trust.

6.04 Payment of Benefits. The payment of benefits from the Trust in accordance with the terms of the Plan may be made by the Administrator, or by any custodian or other person so authorized by the Employer to make such disbursement. The Administrator, custodian or other person shall not be liable with respect to any distribution of Trust assets made at the direction of the Employer.

6.05 Investment Funds. In accordance with uniform and nondiscriminatory rules established by the Employer and the Administrator, the Participant may direct his or her Accounts to be invested in one (1) or more investment funds available under the Plan (including a fund or investment that consists of or is available through an open brokerage window); provided, however, that the Participant's investment directions shall not violate any investment restrictions established by the Employer. Neither the Employer, the Administrator, nor any other person shall be liable for any losses incurred by virtue of following such directions or with any reasonable administrative delay in implementing such directions.

6.06 Valuation of Accounts. As of each Accounting Date, the Plan assets held in each investment fund offered shall be valued at fair market value and the investment income and gains or losses for each fund shall be determined. Such investment income and gains or losses shall be allocated proportionately among all Account balances on a fund-by-fund basis. The allocation shall be in the proportion that each such Account balance as of the immediately preceding Accounting Date bears to the total of all such Account balances as of that Accounting Date. For purposes of this Article, all

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Account balances include the Account balances of all Participants and Beneficiaries.

6.07 Participant Loan Accounts. Participant loan accounts shall be invested in accordance with Section 8.03 of the Plan. Such Accounts shall not share in any investment income and gains or losses of the investment funds described in Sections 6.05 and 6.06.

6.08 Crediting of Accounts. The Participant's Account shall reflect the amount and value of the investments or other property obtained by the Employer through the investment of the Participant's Deferred Compensation pursuant to Sections 6.05 and 6.06. It is anticipated that the Employer's investments with respect to a Participant will conform to the investment preference specified in the Participant's Joinder Agreement, but nothing herein shall be construed to require the Employer to make any particular investment of a Participant's Deferred Compensation. Each Participant shall receive periodic reports, not less frequently than annually, showing the then current value of his or her Account.

6.09 Post-Severance Transfers Among Eligible Deferred Compensation Plans.

(a) Incoming Transfers: A transfer may be accepted from an eligible deferred compensation plan maintained by another employer and credited to a Participant's or Beneficiary's Account under the Plan if:

(1) In the case of a transfer for a Participant, the Participant has had a Severance Event with that employer and become an Employee of the Employer;

(2) The other employer's plan provides that such transfer will be made; and

(3) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer.

The Employer may require such documentation from the predecessor plan as it deems necessary to effectuate the transfer in accordance with Section 457(e)(10) of the Code, to confirm that such plan is an eligible deferred compensation plan within the meaning of Section 457(b) of the Code, and to assure that transfers are provided for under such plan. The Employer may refuse to accept a transfer in the form of assets other than cash, unless the Employer and the Administrator agree to hold such other assets under the Plan.

(b) *Outgoing Transfers*: An amount may be transferred to an eligible deferred compensation plan maintained by another employer, and charged to a Participant's or Beneficiary's Account under this Plan, if:

(1) In the case of a transfer for a Participant, the Participant has a Severance Event with the Employer and becomes an employee of the other employer;

(2) The other employer's plan provides that such transfer will be accepted;

(3) The Participant or Beneficiary and the employers have signed such agreements as are necessary to assure that the Employer's liability to pay benefits to the Participant has been discharged and assumed by the other employer; and

(4) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer.

The Employer may require such documentation from the other plan as it deems necessary to effectuate

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the transfer, to confirm that such plan is an eligible deferred compensation plan within the meaning of Section 457(b) of the Code, and to assure that transfers are provided for under such plan. Such transfers shall be made only under such circumstances as are permitted under Section 457 of the Code and the regulations thereunder.

6.10 Transfers Among Eligible Deferred Compensation Plans of the Employer.

(a) *Incoming Transfers.* A transfer may be accepted from another eligible deferred compensation plan maintained by the Employer and credited to a Participant's or Beneficiary's Account under the Plan if:

(1) The Employer's other plan provides that such transfer will be made;

(2) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and

(3) The Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the Plan unless the Participant or Beneficiary is performing services for the Employer.

(b) *Outgoing Transfers.* An amount may be transferred to another eligible deferred compensation plan maintained by the Employer and credited to a Participant's or Beneficiary's Account under the Plan if:

(1) The Employer's other plan provides that such transfer will be accepted;

(2) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and

(3) The Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the Employer's other eligible deferred compensation plan unless the Participant or Beneficiary is performing services for the Employer.

6.11 Eligible Rollover Distributions.

(a) *Incoming Rollovers:* An eligible rollover distribution may be accepted from an eligible retirement plan and credited to a Participant's Account under the Plan. The Employer may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of Section 402(c)(8)(B) of the Code. The Plan shall separately account (in one (1) or more separate accounts) for eligible rollover distributions from any eligible retirement plan.

(b) *Outgoing Rollovers:* Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(c) *Definitions:*

(1) Eligible Rollover Distribution: An eligible rollover distribution is any distribution of all or

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any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's named beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Sections 401(a)(9) and 457(d)(2) of the Code; and any distribution made as a result of an unforeseeable emergency of the employee. Subject to Section 9.04 (related to rollovers of Roth amounts), for purposes of distributions from other eligible retirement plans rolled over into this Plan, the term eligible rollover distribution shall not include the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), such as after-tax contributions.

(2) Eligible Retirement Plan: An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Sections 403(a) or 403(b) of the Code, a qualified trust described in Section 401(a) of the Code, or an eligible deferred compensation plan described in Section 457(b) of the Code which is maintained by an eligible governmental employer described in Section 457(e)(1)(A) of the Code, that accepts the distributee's eligible rollover distribution. Effective for distributions after December 31, 2007, a Participant may elect to have any portion of an Eligible Rollover Distribution paid directly to a Roth IRA described in Section 408A of the Code. Such a direct payment, as a qualified rollover distribution described in Section 408A(e)(1) of the Code, would be taxable to the Participant to the extent required by Section 408A(d)(3) of the Code.

(3) Distributee: A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. For distributions after December 31, 2006 (unless the Employer elected a different effective date in a prior plan document, a distributee includes the Employee's or former Employee's nonspouse designated Beneficiary, in which case, the distribution can only be transferred to a traditional or Roth IRA established on behalf of the nonspouse designated Beneficiary, in the Participant's name, for the purpose of receiving the distribution.

(4) Direct Rollover: A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

(d) *Rollover by a Non-Spouse Designated Beneficiary*

(1) Unless otherwise elected by the Employer, for distributions in Plan Years beginning after December 31, 2006 but on or before December 31, 2009, a non-spouse Beneficiary who qualifies as a "designated beneficiary" under Code Section 401(a)(9)(E) may establish an individual retirement plan that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11) into which all or a portion of a death benefit distribution from this Plan can be transferred directly. A trust maintained for the benefit of one (1) or more designated beneficiaries shall be treated in the same manner as a designated beneficiary.

(2) Notwithstanding subsection (1), for distributions in Plan Years beginning after December 31, 2009, a non-spouse Beneficiary who qualifies as a "designated beneficiary" under Code Section 401(a)(9)(E) may establish an individual retirement plan that will be treated as an

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inherited IRA pursuant to the provisions of Code Section 402(c)(11) into which all or a portion of a death benefit distribution from this Plan can be transferred directly. A trust maintained for the benefit of one (1) or more designated beneficiaries shall be treated in the same manner as a designated beneficiary.

(3) Notwithstanding anything herein to the contrary, a death benefit distribution shall not be eligible for transfer to an inherited IRA to the extent such distribution is a required minimum distribution under Code Section 401(a)(9).

(4) If the dates noted above are modified by the Employer's prior plan document, the December 31, 2009 dates in subsections (1) and (2), above, will be modified, as applicable, by the Employer's prior plan document.

6.12 Trustee-to-Trustee Transfers to Purchase Permissive Service Credit. All or a portion of a Participant's Account may be transferred directly to the trustee of a defined benefit governmental plan (as defined in Section 414(d) of the Code) if such transfer is (a) for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under such plan, or (b) a repayment to which Section 415 of the Code does not apply by reason of subsection (k)(3) thereof, within the meaning of Section 457(e)(17) of the Code.

6.13 Treatment of Distributions of Amounts Previously Rolled Over From 401(a) and 403(b) Plans and IRAs. For purposes of Section 72(t) of the Code, a distribution from this Plan shall be treated as a distribution from a qualified retirement plan described in Section 4974(c)(1) of the Code to the extent that such distribution is attributable to an amount transferred to an eligible deferred compensation plan from a qualified retirement plan (as defined in Section 4974(c) of the Code).

6.14 Employer Liability. In no event shall the Employer's liability to pay benefits to a Participant under this Plan exceed the value of the amounts credited to the Participant's Account; neither the Employer nor the Administrator shall be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

Article VII. Benefits

7.01 Retirement Benefits and Election on Severance Event.

(a) *General Rule:* Except as otherwise provided in this Article VII, the distribution of a Participant's Account shall commence as of a Participant's Automatic Distribution Date, and the distribution of such benefits shall be made in accordance with one of the payment options described in Section 7.02. Notwithstanding the foregoing, but subject to the following paragraphs of this Section 7.01, the Participant may elect following a Severance Event to have the distribution of benefits commence on a fixed determinable date other than that described in the preceding sentence, but not later than April l of the year following the year of the Participant's retirement or attainment of age 70½, whichever is later. The Participant's right to change his or her election with respect to commencement of the distribution of benefits shall not be restrained by this Section 7.01. Notwithstanding the foregoing, the Administrator, in order to ensure the orderly administration of this provision, may establish a deadline after which such election to defer the commencement of distribution of benefits shall not be allowed for those benefits administered by Administrator.

(b) *Loans:* Notwithstanding the foregoing provisions of this Section 7.01, no election to defer the commencement of benefits after a Severance Event shall operate to defer the distribution of any amount in the Participant's loan account in the event of a default of the Participant's loan.

7.02 Payment Options. As provided in Sections 7.01 and 7.04, a Participant may elect to have the value of

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the Participant's Account distributed in accordance with one of the following payment options, provided that such option is consistent with the limitations set forth in Section 7.03:

(a) Equal monthly, quarterly, semi-annual or annual payments in an amount chosen by the Participant, continuing until his or her Account is exhausted;

(b) One (1) lump-sum payment;

(c) Approximately equal monthly, quarterly, semi-annual or annual payments, calculated to continue for a period certain chosen by the Participant;

(d) Annual Payments equal to the minimum distributions required under Section 401(a)(9) of the Code, including the incidental death benefit requirements of Section 401(a)(9)(G), over the life expectancy of the Participant or over the life expectancies of the Participant and his or her Beneficiary;

(e) Payments equal to payments made by the issuer of a retirement annuity policy acquired by the Employer;

(f) A split distribution under which payments under options (a), (b), (c) or (e) commence or are made at the same time, as elected by the Participant under Section 7.01, provided that all payments commence (or are made) by the latest benefit commencement date permitted under Section 7.01;

(g) Any other payment option elected by the Participant and agreed to by the Employer and Administrator.

A Participant's selection of a payment option under Subsections (a), (c), or (g) above may include the selection of an automatic annual cost-of living increase. Such increase will be based on the rise in the Consumer Price Index for All Urban Consumers (CPI-U) from the third quarter of the last year in which a cost-of-living increase was provided to the third quarter of the current year. Any increase will be made in **periodic payment checks beginning the following January.**

7.03 Limitation on Options. A Participant may not select a payment option under subsections 7.02(a) or (c) if the amount of any such periodic payment is less than $100. No payment option may be selected by a Participant under Sections 7.02 or 7.04 unless it satisfies the requirements of Sections 401(a)(9) and 457(d)(2) of the Code, including the requirement that payments commencing before the death of the Participant shall satisfy the incidental death benefit requirements under Section 401(a)(9)(G) of the Code.

7.04 Minimum Required Distributions. Notwithstanding any provision of the Plan to the contrary, the Plan shall comply with the minimum required distribution rules set forth in Sections 457(d)(2) and 401(a)(9) of the Code, including the incidental death benefit requirements of Section 401(a)(9)(G) of the Code.

(a) *Application of Minimum Distribution Requirements:* The minimum distribution requirements of Section 401(a)(9) of the Code shall only apply to the Plan to the extent that such requirements are applicable by law for a year. Pursuant to the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), required minimum distributions were suspended for 2009.

(b) *Special Rule for Scheduled Installment Payments:* All installment payments scheduled to be distributed to a Participant prior to the effective date of a suspension of the required minimum distribution provisions of Code Section 401(a)(9) shall be distributed as scheduled unless the Participant affirmatively elects to have the payments stopped. Notwithstanding the foregoing, for

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purposes of this Section 7.04(b), the effective date of the suspension of the required minimum distribution provisions for 2009 shall be deemed January 6, 2009.

7.05 Time and Manner of Distribution.

(a) *Automatic Distribution Date.* The Automatic Distribution Date is April 1 of the year that follows the later of (1) the calendar year the Participant attains age 70½ or (2) retires due to a Severance Event. If the Participant postpones the required distribution due in the calendar year he or she attains age 70½ or severs employment, to the Automatic Distribution Date, the second required minimum distribution must be taken by the end of that year. The Participant's Account will be distributed, or begin to be distributed to the Participant no later than the Participant's Automatic Distribution Date.

(b) *Death of Participant Before Distributions Begin.* Except as otherwise permitted by Section 401(a)(9) of the Code, if the Participant dies before distributions begin, the Participant's Account will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, then, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(2) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, then distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(3) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's Account will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subparagraph 7.05(b), other than subsection 7.05(b)(1), will apply as if the surviving spouse were the Participant.

Distributions are considered to begin on the Participant's Automatic Distribution Date for purposes of this Section 7.05 and Section 7.07, unless Section 7.05(b)(4) applies. If Section 7.05(b)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 7.05(b)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Automatic Distribution Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 7.05(b)(1)), the date distributions are considered to begin is the date distributions actually commence.

(c) *Death of Participant On or After Distributions Begin.* Except as otherwise permitted by Section 401(a)(9) of the Code, if the Participant dies on or after distributions begin and before depleting his or her Account, distributions must commence to the Designated Beneficiary by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(d) *Forms of Distribution.* Unless the Participant's Account is distributed in the form of an annuity purchased from an insurance company or in a single-sum on or before the Automatic Distribution Date, as of the first Distribution Calendar Year, distributions will be made in accordance with Sections 7.06 and 7.07. If the Participant's Account is distributed in the form of an annuity contract purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Income Tax Regulations.

7.06 Required Minimum Distributions During Participant's Lifetime.

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(a) *Amount of Required Minimum Distribution for Each Distribution Calendar Year*. During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:

(1) the quotient obtained by dividing the Participant's Account Balance by the distribution period set forth in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9, Q&A-2, of the Income Tax Regulations using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or

(2) if the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's spouse, the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9, Q&A-3, of the Income Tax Regulations using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the Distribution Calendar Year.

(b) *Lifetime Required Minimum Distributions Continue Through Year of Participant's Death*. Required minimum distributions will be determined under this Section 7.06 beginning with the first Distribution Calendar Year and continuing up to, and including, the Distribution Calendar Year that includes the Participant's date of death.

7.07 Required Minimum Distributions After Participant's Death.

(a) *Death On or After Date Distributions Begin*.

(1) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as follows:

(i) The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the remaining Life Expectancy of the surviving spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving spouse's death, the remaining Life Expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(iii) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(2) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

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(b) *Death Before Date Distributions Begin.*

(1) Participant Survived by Designated Beneficiary. Except as permitted by Section 401(a)(9) of the Code, if the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in Section 7.07(a).

(2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire Account will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 7.05(b)(1), this Section 7.07(b) will apply as if the surviving spouse were the Participant.

7.08 Definitions.

(a) *Designated Beneficiary.* The individual who is a designated by the Participant (or the Participant's surviving spouse) as the Beneficiary of the Participant's interest under the Plan and who is the Designated Beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-4 of the Income Tax Regulations.

(b) *Distribution Calendar Year.* A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Automatic Distribution Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Sections 7.05(b) and (c). The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Automatic Distribution Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Automatic Distribution Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

(c) *Life Expectancy.* Life Expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9, Q&A-1, of the Income Tax Regulations.

(d) *Participant's Account Balance.* The Account Balance as of the last Accounting Date in the calendar year immediately preceding the Distribution Calendar Year (valuation calendar year) increased by the amount of any contribution made and allocated or forfeitures allocated to the Account Balance as of dates in the valuation calendar year after the Accounting Date and decreased by distributions made in the valuation calendar year after the Accounting Date. The Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

7.09 Unforeseeable Emergencies.

(a) In the event an unforeseeable emergency occurs, a Participant, or a Beneficiary with a current unconditional right to all or a portion of the Participant's account balance under the Plan following the death of the Participant, may, unless otherwise elected by the Employer, apply to the Employer (or the Administrator, acting on behalf of the Employer) to receive that part of the value

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of his or her Account that is reasonably needed to satisfy the emergency need. If such an application is approved by the Employer (or the Administrator, acting on behalf of the Employer), the Participant or Beneficiary shall be paid only such amount as the Employer or Administrator deems necessary to meet the emergency need, but payment shall not be made to the extent that the financial hardship may be relieved through cessation of deferral under the Plan, insurance or other reimbursement, or liquidation of other assets to the extent such liquidation would not itself cause severe financial hardship.

(b) An unforeseeable emergency shall be deemed to involve only circumstances of severe financial hardship of a Participant or Beneficiary resulting from an illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent (as defined in Section 152 of the Code, and, for taxable years beginning on or after January 1, 2005, without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B) of the Code); loss of the Participant's or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or the Beneficiary. For example, the imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. The need to pay for the funeral expenses of a spouse or a dependent (as defined in Section 152 of the Code, and, for taxable years beginning on or after January 1, 2005, without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B) of the Code) may also constitute an unforeseeable emergency. In addition, loss of property due to theft, legal bills involving criminal charges, and lost or reduced wages of the Participant's or Beneficiary's household may constitute an unforeseeable emergency if extraordinary, unforeseeable, and arising as a result of events beyond the control of the Participant or Beneficiary and otherwise meeting the conditions described in Section 7.09(a). Except as otherwise specifically provided in this Section 7.09(b), the purchase of a home and the payment of college tuition are not unforeseeable emergencies.

(c) Unless otherwise elected by the Employer, the determination of any unforeseeable emergency will be expanded to include circumstances of severe financial hardship resulting from an illness or accident of a Primary Beneficiary or other similar extraordinary and unforeseeable circumstances of a Primary Beneficiary that result in a severe financial hardship.

7.10 In-Service Distribution of Rollover Contributions. Effective January 1, 2006, the Employer may elect to allow Participants to receive an in-service distribution of amounts attributable to rollover contributions to the Plan. If the Employer has elected to make such distributions available, a Participant that has a separate account attributable to rollover contributions to the Plan may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

7.11 In-Service Distribution to Participants Age 70½ or Older. Unless otherwise elected by the Employer, a Participant who has reached age 70½ and has not yet had a Severance Event, may, at any time, request a distribution of all or a part of his or her Account.

7.12 Distribution of De Minimis Accounts. Notwithstanding the foregoing provisions of this Article VII:

(a) *Mandatory Distribution:* If the value of a Participant's Account is less than $1,000, the Participant's Account shall be paid to the Participant in a single lump sum distribution, provided that:

(1) No amount has been deferred under the Plan with respect to the Participant during the

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2-year period ending on the date of the distribution; and

(2) There has been no prior distribution under the Plan to the Participant pursuant to this Section 7.12.

Notwithstanding any other provisions of the Plan to the contrary, if the amount of a Beneficiary's Account following notification of a Participant's death is less than $1,000, the Beneficiary's Account may be paid to the Beneficiary in a single lump sum distribution.

(b) *Voluntary Distribution:* If the value of the Participant's Account is at least $1,000 but not more than the dollar limit under Section 411(a)(11)(A) of the Code, the Participant may elect to receive his or her entire Account in a lump sum payment if:

(1) No amount has been deferred under the Plan with respect to the Participant during the 2-year period ending on the date of the distribution; and

(2) There has been no prior distribution under the Plan to the Participant pursuant to this Section 7.12.

7.13 Deemed Severance from Employment.

(a) Unless otherwise elected by the Employer, effective January 1, 2009, a Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services (as defined in chapter 43 of title 38, United States Code) for more than thirty (30) days.

(b) If a Participant receives a distribution pursuant to Section 7.13(a), then during the six-month period beginning on the date of the distribution the Participant shall not be permitted to defer compensation.

(c) If a Participant receives a distribution which could be attributable to: (i) a deemed severance from employment described in subsection (a); or (ii) another distribution event under the Plan, then the distribution shall be considered made pursuant to the distribution event referenced in (ii), and the Participant shall not be subject to the limitation on elective deferrals or Voluntary Employee Contributions set forth in subsection (b).

7.14 Distributions for Health and Long-Term Care Insurance for Public Safety Officers.

(a) If elected by the Employer, for Plan Years beginning after December 31, 2006, Eligible Retired Public Safety Officers may elect after separation from service to have up to $3,000 distributed tax-free annually from the Plan in order to pay for Qualified Health Insurance Premiums for an accident or health plan (including a self-insured plan) or a qualified long-term care insurance contract. The Plan shall make such distributions directly to the provider of the accident or health plan or qualified long-term care insurance contract.

(b) The term "Eligible Retired Public Safety Officer" means an individual who, by reason of disability or attainment of Normal Retirement Age, is separated from service as a Public Safety Officer with the Employer who maintains the eligible retirement plan from which distributions pursuant to this Section are made. The term "Public Safety Officer" has the same meaning given such term by Section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968.

(c) The term "Qualified Health Insurance Premiums" means premiums for coverage for the Eligible

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Retired Public Safety Officer, his spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract (as defined in Code Section 7702B).

7.15 EESA Provisions. The provisions relating to qualified disaster recovery assistance distributions for Participants affected by certain 2008 severe storms, flooding, and tornadoes and repayment thereof, and relating to repayment of prior qualified distributions for home purchases, set forth in Section 702 of the Emergency Economic Stabilization Act of 2008 ("EESA") shall apply to the Plan.

7.16 KETRA and GOZA Provisions. The provisions relating to qualified hurricane distributions and repayment thereof set forth in Section 1400Q(a) of the Code, and relating to repayment of prior qualified distributions for home purchases set forth in Code Section 1400Q(b), shall apply to the Plan. These provisions added to the Code by the Katrina Emergency Tax Relief Act of 2005 ("KETRA") and the Gulf Opportunity Zone Act of 2005 (GOZA), permit plans to allow repayments of certain prior qualified distributions for home purchases for Participants affected by Hurricanes Katrina, Rita, and Wilma.

Article VIII. Loans to Participants

8.01 Availability of Loans to Participants.

(a) If elected by the Employer, loans will be available to Participants in this Plan. A Participant may apply for a loan from the Plan subject to the limitations and other provisions of this Article.

(b) The Employer shall establish written guidelines governing the granting of loans, provided that such guidelines are approved by the Administrator and are not inconsistent with the provisions of this Article, and that loans are made available to all applicable Participants on a reasonably equivalent basis.

8.02 Terms and Conditions of Loans to Participants. Any loan by the Plan to a Participant under Section 8.01 of the Plan shall satisfy the following requirements:

(a) *Availability.* Loans shall be made available to all Participants who are active employees on a reasonably equivalent basis. Loans shall not be made available to terminated Employees, Beneficiaries, or alternate payees.

(b) *Interest Rate.* Loans must be adequately secured and bear a reasonable interest rate.

(c) *Loan Limit.* No Participant loan shall exceed the present value of the Participant's Account.

(d) *Foreclosure.* In the event of default on any installment payment, the outstanding balance of the loan shall be a deemed distribution. In such event, an actual distribution of a plan loan offset amount will not occur until a distributable event occurs in the Plan.

(e) *Reduction of Account.* Notwithstanding any other provision of this Plan, the portion of the Participant's Account balance used as a security interest held by the Plan by reason of a loan outstanding to the Participant shall be taken into account for purposes of determining the amount of the Account balance payable at the time of death or distribution, but only if the reduction is used as repayment of the loan.

(f) *Amount of Loan.* At the time the loan is made, the principal amount of the loan plus the outstanding balance (principal plus accrued interest) due on any other outstanding loans to the Participant from the Plan and from all other plans of the Employer that are either eligible deferred compensation plans described in Section 457(b) of the Code or qualified employer

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plans under Section 72(p)(4) of the Code shall not exceed the lesser of:

(1) $50,000, reduced by the excess (if any) of

(i) The highest outstanding balance of loans from the Plan during the one (1) year period ending on the day before the date on which the loan is made; over

(ii) The outstanding balance of loans from the Plan on the date on which such loan is made; or

(2) One-half of the value of the Participant's interest in all of his or her Accounts under this Plan.

For the purpose of the above limitation, all loans from all qualified employer plans of the Employer under Code Section 72(p)(4) are aggregated.

(g) *Application for Loan.* The Participant must give the Employer adequate written notice, as determined by the Employer, of the amount and desired time for receiving a loan. No more than one (1) loan may be made by the Plan to a Participant in any twelve-month period, unless a different period is elected by the Employer. No loan shall be approved if an existing loan from the Plan to the Participant is in default to any extent.

(h) *Length of Loan.* Any loan issued shall require the Participant to repay the loan in substantially equal installments of principal and interest, at least monthly, over a period that does not exceed five (5) years from the date of the loan; provided, however, that if the proceeds of the loan are applied by the Participant to acquire any dwelling unit that is to be used within a reasonable time (determined at the time of the loan is made) after the loan is made as the principal residence of the Participant, the five (5) year limit shall not apply. In this event, the period of repayment shall not exceed a reasonable period determined by the Employer. Principal installments and interest payments otherwise due may be suspended for up to one (1) year during an authorized leave of absence, if the promissory note so provides, but not beyond the original term permitted under this subsection (h), with a revised payment schedule (within such term) instituted at the end of such period of suspension.

(i) *Prepayment.* The Participant shall be permitted to repay the loan in whole or in part at any time prior to maturity, without penalty.

(j) Promissory Note. The loan shall be evidenced by a promissory note executed by the Participant and delivered to the Employer, and shall bear interest at a reasonable rate determined by the Employer.

(k) *Security.* The loan shall be secured by an assignment of the participant's right, title and interest in and to his or her Account.

(l) *Assignment or Pledge.* For the purposes of paragraphs (f) and (g), assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan.

(m) *Other Terms and Conditions.* The Employer shall fix such other terms and conditions of the loan as it deems necessary to comply with legal requirements, to maintain the eligibility of the Plan and Trust under Section 457 of the Code, or to prevent the treatment of the loan for tax purposes as a distribution to the Participant. The Employer, in its discretion for any reason, may also fix other terms and conditions of the loan, not inconsistent with the provisions of this Article, including:

(1) the circumstances under which a loan becomes immediately due and payable, provided, however, with respect loans issued after December 31, 2012, that the loan program shall

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not provide that a loan becomes due and payable solely because the Participant requests or receives a partial distribution of the Participant's account balance after termination of employment;

(2) rules relating to reamortization of loans; and

(3) rules relating to refinance of loans.

8.03 Participant Loan Accounts.

(a) Upon approval of a loan to a Participant by the Employer, an amount not in excess of the loan shall be transferred from the Participant's other investment fund(s), described in Section 6.05 of the Plan, to the Participant's loan account as of the Accounting Date immediately preceding the agreed upon date on which the loan is to be made.

(b) The assets of a Participant's loan account may be invested and reinvested only in promissory notes received by the Plan from the Participant as consideration for a loan permitted by Section 8.01 of the Plan or in cash. Uninvested cash balances in a Participant's loan account shall not bear interest. Neither the Employer, the Administrator, nor any other person shall be liable for any loss, or by reason of any breach, that results from the Participant's exercise of such control.

(c) Repayment of principal and payment of interest shall be made by payroll deduction or, Automated Clearing House (ACH) transfer, or with respect to a terminated Employee solely by ACH, and shall be invested in one (1) or more other investment funds, in accordance with Section 6.05 of the Plan, as of the next Accounting Date after payment thereof to the Trust. The amount so invested shall be deducted from the Participant's loan account. A payment intended to be a prepayment or payment of the loan in full may also be made by cashier's check or money order, and shall be invested in accordance with this provision.

(d) The Employer shall have the authority to establish other reasonable rules, not inconsistent with the provisions of the Plan, governing the establishment and maintenance of Participant loan accounts.

Article IX. Roth Provisions

This Article IX has no effect unless and until the Employer affirmatively elects to offer Designated Roth Accounts.

9.01 Definitions. The following definitions shall apply for purposes of this Article IX.

(a) *Designated Roth Account*. A bookkeeping account established and maintained to record the Participant's Roth Elective Deferrals, In-Plan Roth Conversions, rollovers from designated Roth account under other eligible retirement plans, and the income gains and losses thereon. Unless specifically stated otherwise, all references in the Plan to a Participant's Account shall include a Participant's Designated Roth Account.

(b) *In-Plan Roth Conversion*. (1) A distribution from a Participant's Pre-Tax Account that is rolled over to the Participant's Designated Roth Account under the Plan, as described in Code Section 402A(c)(4)(B); or (2) A transfer from an amount in the Participant's Pre-Tax Account not otherwise distributable from the Plan to the Participant's Designated Roth Account under the Plan, as described in Code Section 402A(c) (4)(E), to the extent permitted by Section 9.05(e).

(c) *Pre-Tax Account*. A bookkeeping account established and maintained to record the portion of the Participant's Account attributable to amounts other than Roth Elective Deferrals, In-Plan

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Roth Conversions, rollovers from designated Roth accounts under other eligible retirement plans, and the income gains and losses thereon. Unless specifically stated otherwise, all references in the Plan to a Participant's Account shall include a Participant's Pre-Tax Account.

(d) *Qualified Roth Contribution Program.* A program described in paragraph (1) of Code Section 402A(b), under which a Participant may make Roth Elective Deferrals in lieu of all or a portion of the elective deferrals the Participant is otherwise eligible to make under the Plan.

(e) *Roth Elective Deferrals.* Deferred Includible Compensation contributed pursuant to Section 9.02 by a Participant, which amounts are:

(1) designated irrevocably by the Participant at the time of the deferral election as a Roth elective deferral that is being made in lieu of all or a portion of the pre-tax deferrals the Participant is otherwise eligible to make under the Plan; and

(2) treated by the Employer as includible in the Participant's income at the time the Participant otherwise would have received that amount as Includible Compensation.

9.02 Permitted Roth Elective Deferrals

(a) If the Employer elects to offer Designated Roth Accounts, as of the effective date of such election, a Participant shall be permitted to make Roth Elective Deferrals from his or her Includible Compensation in such amount or percentage as may be specified in the Joinder Agreement. A Participant's Roth Elective Deferrals will be allocated to a separate Designated Roth Account maintained for such deferrals as defined in Section 9.01(a) above.

(b) Unless specifically stated otherwise, Roth Elective Deferrals will be treated as Deferred Compensation for all purposes under the Plan.

9.03 Separate Accounting

(a) Contributions and withdrawals of Roth Elective Deferrals, In-Plan Roth Conversions and rollovers from a designated Roth account under an eligible retirement plan will be credited and debited to a Participant's Designated Roth Account.

(b) The Plan will maintain a record of the amount of Roth Elective Deferrals, In-Plan Roth Conversions, and rollovers from a designated Roth account under an eligible retirement plan in each Participant's Designated Roth Account.

(c) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Designated Roth Account and Pre-Tax Account under the Plan.

(d) No contributions other than Roth Elective Deferrals, In-Plan Roth Conversions, and rollovers from a designated Roth account under an eligible retirement plan and properly attributable earnings thereon will be credited to each Participant's Designated Roth Account.

9.04 Direct Rollovers

(a) Notwithstanding anything to the contrary in the Plan, a direct rollover of a distribution from a Designated Roth Account under the Plan shall be made only to another designated Roth account under an eligible retirement plan described in Section 402A(e)(1) of the Code or to a Roth IRA described in Section 408A of the Code, and only to the extent the rollover is permitted under the

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rules of Section 402(c) of the Code.

(b) Notwithstanding anything to the contrary in the Plan, unless otherwise elected by the Employer, the Plan will accept a rollover contribution to a Designated Roth Account only if it is a direct rollover from another designated Roth account under an eligible retirement plan described in Section 402A(e)(1) of the Code, or if the rollover is an In-Plan Roth Conversion defined in Section 10.05.

(c) Eligible rollover distributions from a Participant's Designated Roth Account are taken into account in determining whether the total amount of the Participant's Account balances under the Plan exceeds $1,000 for purposes of mandatory distributions from the Plan.

9.05 In-Plan Roth Conversions. Unless otherwise elected by the Employer, as of the effective date of this Article the Plan shall allow for In-Plan Roth Conversions.

(a) *Tax Treatment*. The amount of an In-Plan Roth Conversion shall be includible in the Participant's gross income, as though it were not part of a qualified rollover contribution.

(b) *Irrevocability*. Any election made by the Participant pursuant to Section 9.05(a) to do an In-Plan Roth Conversion shall be irrevocable.

(c) *Treatment of Loans*. Outstanding plan loans shall be excluded from In-Plan Roth Conversions. Notwithstanding anything herein to the contrary, an In-Plan Roth Conversion shall not accelerate or otherwise cause a Participant to default on an outstanding plan loan.

(d) *Spousal Consent*. Notwithstanding anything herein to the contrary, if the Plan requires spousal consent for a distribution, a married Participant shall not be required to obtain spousal consent in connection with an election to make an In-Plan Roth Conversion.

(e) *In-Plan Roth Conversions of Non-Distributable Amounts*. Effective January 1, 2013, a Participant may transfer, as part of an In-Plan Roth Conversion, an amount that is not otherwise distributable from the Participant's Pre-Tax Account to the Participant's Designated Roth Account. Such transfer shall be treated as a distribution which was contributed in a qualified rollover contribution within the meaning of Code Section 408A(e). Any distribution restrictions that were applicable to the amount before the In-Plan Roth Conversion shall apply to such amount (and earnings and losses thereon) in the Participant's Designated Roth Account. If the Participant's Account or a portion of the Account is subject to a vesting schedule, an In-Plan Roth Conversion is available only if the Account or portion of the Account is fully vested. The Participant may not transfer under this Section 9.05(e) any portion of the Account that is partially vested.

9.06 Availability of Loans from Designated Roth Accounts. A Participant's Designated Roth Account balance can be included to determine a Participant loan amount under Article VIII. However, unless the Employer elects otherwise, Designated Roth Accounts will not be available as a source for loans under the Plan.

Article X. Non-Assignability

10.01 General. Except as provided in Article VIII and Section 10.02, no Participant or Beneficiary shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder, which payments and rights are expressly declared to be non-assignable and non- transferable.

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10.02 Domestic Relations Orders.

(a) *Allowance of Transfers:* To the extent required under a final judgment, decree, or order (including approval of a property settlement agreement) that (1) relates to the provision of child support, alimony payments, or marital property rights and (2) is made pursuant to a state domestic relations law, and (3) is permitted under Sections 414(p)(11) and (12) of the Code, any portion of a Participant's Account may be paid or set aside for payment to a spouse, former spouse, child, or other dependent of the Participant (an "Alternate Payee"). Where necessary to carry out the terms of such an order, a separate Account shall be established with respect to the Alternate Payee who shall be entitled to make investment selections with respect thereto in the same manner as the Participant. Any amount so set aside for an Alternate Payee shall be paid in accordance with the form and timing of payment specified in the order. Nothing in this Section shall be construed to authorize any amount to be distributed under the Plan at a time or in a form that is not permitted under Section 457(b) of the Code and is explicitly permitted under the uniform procedures described in Section 10.02(d) below. Notwithstanding the foregoing sentence, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State, then the amount of the Participant's Account shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Any payment made to a person pursuant to this Section shall be reduced by any required income tax withholding. An Account maintained by the Alternate Payee shall otherwise be treated as if it were a Participant Account.

(b) *Release from Liability to Participant:* The Employer's liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to an Alternate Payee to paragraph (a) of this Section and the Participant and his or her Beneficiaries shall be deemed to have released the Employer and the Plan Administrator from any claim with respect to such amounts.

(c) *Participation in Legal Proceedings:* The Employer and Administrator shall not be obligated to defend against or set aside any judgment, decree, or order described in paragraph (a) or any legal order relating to the garnishment of a Participant's benefits, unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the Employer or Administrator to incur such expense, the amount of the expense may be charged against the Participant's Account and thereby reduce the Employer's obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, separation, or child support, the Employer and Administrator shall be authorized to disclose information relating to the Participant's Account to the Alternate Payee (including the legal representatives of the Alternate Payee), or to a court.

(d) *Determination of Validity of Domestic Relations Orders:* The Administrator shall establish uniform procedures for determining the validity of any domestic relations order. The Administrator's determinations under such procedures shall be conclusive and binding on all parties and shall be afforded the maximum amount of deference permitted by law.

10.03 IRS Levy. Notwithstanding Section 10.01, the Administrator may pay from a Participant's or Beneficiary's Account balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an

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unpaid tax assessment against the Participant or Beneficiary.

10.04 **Mistaken Contribution.** To the extent permitted by applicable law, if any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

10.05 **Payments to Minors and Incompetents.** If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable if giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such persons as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

10.06 **Procedure When Distributee Cannot Be Located.** The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Employer or Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guarantee Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within six (6) months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Trust shall continue to hold the benefits due such person to the extent consistent with applicable law.

Article XI. Relationship to Other Plans and Employment Agreements

This Plan serves in addition to any other retirement, pension, or benefit plan or system presently in existence or hereinafter established for the benefit of the Employer's employees, and participation hereunder shall not affect benefits receivable under any such plan or system. Nothing contained in this Plan shall be deemed to constitute an employment contract or agreement between any Participant and the Employer or to give any Participant the right to be retained in the employ of the Employer. Nor shall anything herein be construed to modify the terms of any employment contract or agreement between a Participant and the Employer.

Article XII. Amendment or Termination of Plan

The Employer may at any time amend this Plan provided that it transmits such amendment in writing to the Administrator at least thirty (30) days prior to the effective date of the amendment. The consent of the Administrator shall not be required in order for such amendment to become effective, but the Administrator shall be under no obligation to continue acting as Administrator hereunder if it disapproves of such amendment.

The Administrator may at any time propose an amendment to the Plan by an instrument in writing transmitted to the Employer. Such amendment shall become effective unless, within the 30-day period beginning on the date the Administrator transmits such amendment, the Employer notifies the Administrator in writing that it disapproves such amendment, in which case such amendment shall not become effective. In the event of such disapproval, the Administrator shall be under no obligation to continue acting as

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Administrator hereunder.

The Employer may at any time terminate this Plan. In the event of termination, assets of the Plan shall be distributed to Participants and Beneficiaries as soon as administratively practicable following termination of the Plan. Alternatively, assets of the Plan may be transferred to an eligible deferred compensation plan maintained by another eligible governmental employer within the same State if (a) all assets held by the Plan are transferred; (b) the receiving plan provides for the receipt of transfers; (c) the Participants and Beneficiaries whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and (d) the Participants or Beneficiaries whose deferred amounts are being transferred are not eligible for additional annual deferrals in the receiving plan unless the Participants or Beneficiaries are performing services for the employer maintaining the receiving plan. In addition, unless otherwise prohibited by applicable law, with respect to Participants or Beneficiaries who cannot be located or who do not elect otherwise, the assets held in the accounts of such Participants or Beneficiaries may be transferred to an individual retirement plan (as defined in Section 7701(a)(37) of the Code) selected by the Employer.

Except as may be required to maintain the status of the Plan as an eligible deferred compensation plan under Section 457(b) of the Code or to comply with other applicable laws, no amendment or termination of the Plan shall divest any Participant of any rights with respect to compensation deferred before the date of the amendment or termination.

Article XIII. Applicable Law

This Plan and Trust shall be construed under the laws of the state where the Employer is located and is established with the intent that it meet the requirements of an "eligible deferred compensation plan" under Section 457(b) of the Code, as amended. The provisions of this Plan and Trust shall be interpreted wherever possible in conformity with the requirements of that Section of the Code.

In addition, notwithstanding any provision of the Plan to the contrary, the Plan shall be administered in compliance with the requirements of Section 414(u) of the Code.

Article XIV. Miscellaneous Items

14.01 Gender and Number. The masculine pronoun, whenever used herein, shall include the feminine pronoun, and the singular shall include the plural, except where the context requires otherwise.

14.02 Electronic Communication and Consent. Unless expressly required otherwise, where this Plan provides that a document, election, notification, direction, signature, or consent will be in writing, such writing may occur through an electronic medium, including but not limited to electronic mail, intranet or internet web posting and online account access, to the fullest extent permitted by applicable law.

DECLARATION OF TRUST

This Declaration of Trust (the "Group Trust Agreement") is made as of the 19th day of May, 2001, by VantageTrust Company, which declares itself to be the sole Trustee of the trust hereby created.

WHEREAS, the ICMA Retirement Trust was created as a vehicle for the commingling of the assets of governmental plans and governmental units described in Section 818(a)(6) of the Internal Revenue Code of 1986, as amended, pursuant to a Declaration of Trust dated October 4, 1982, as subsequently amended, a

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copy of which is attached hereto and incorporated by reference as set out below (the "ICMA Declaration"); and

WHEREAS, the trust created hereunder (the "Group Trust") is intended to meet the requirements of Revenue Ruling 81-100, 1981-1 C.B. 326, and is established as a common trust fund within the meaning of Section 391:1 of Title 35 of the New Hampshire Revised Statutes Annotated, to accept and hold for investment purposes the assets of the Deferred Compensation and Qualified Plans held by and through the ICMA Retirement Trust.

NOW, THEREFORE, the Group Trust is created by the execution of this Declaration of Trust by the Trustee and is established with respect to each Deferred Compensation and Qualified Plan by the transfer to the Trustee of such Plan's assets in the ICMA Retirement Trust, by the Trustees thereof, in accord with the following provisions:

(a) Incorporation of ICMA Declaration by Reference; ICMA By-Laws. Except as otherwise provided in this Group Trust Agreement, and to the extent not inconsistent herewith, all provisions of the ICMA Declaration are incorporated herein by reference and made a part hereof, to be read by substituting the Group Trust for the Retirement Trust and the Trustee for the Board of Trustees referenced therein. In this respect, unless the context clearly indicates otherwise, all capitalized terms used herein and defined in the ICMA Declaration have the meanings assigned to them in the ICMA Declaration. In addition, the By-Laws of the ICMA Retirement Trust, as the same may be amended from time-to-time, are adopted as the By-Laws of the Group Trust to the extent not inconsistent with the terms of this Group Trust Agreement.

Notwithstanding the foregoing, the terms of the ICMA Declaration and By-Laws are further modified with respect to the Group Trust created hereunder, as follows:

1. any reporting, distribution, or other obligation of the Group Trust vis-à-vis any Deferred Compensation Plan, Qualified Plan, Public Employer, Public Employer Trustee, or Employer Trust shall be deemed satisfied to the extent that such obligation is undertaken by the ICMA Retirement Trust (in which case the obligation of the Group Trust shall run to the ICMA Retirement Trust); and

2. all provisions dealing with the number, qualification, election, term and nomination of Trustees shall not apply, and all other provisions relating to trustees (including, but not limited to, resignation and removal) shall be interpreted in a manner consistent with the appointment of a single corporate trustee.

(b) *Compliance with Revenue Procedure 81-100.* The requirements of Revenue Procedure 81-100 are applicable to the Group Trust as follows:

1. Pursuant to the terms of this Group Trust Agreement and Article X of the By-Laws, investment in the Group Trust is limited to assets of Deferred Compensation and Qualified Plans, investing through the ICMA Retirement Trust.

2. Pursuant to the By-Laws, the Group Trust is adopted as a part of each Qualified Plan that invests herein through the ICMA Retirement Trust.

3. In accord with the By-Laws, that part of the Group Trust's corpus or income which equitably belongs to any Deferred Compensation and Qualified Plan may not be used for or diverted to any purposes other than for the exclusive benefit of the Plan's employees or their beneficiaries who are entitled to benefits under such Plan.

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4. In accord with the By-Laws, no Deferred Compensation Plan or Qualified Plan may assign any or part of its equity or interest in the Group Trust, and any purported assignment of such equity or interest shall be void.

(c) *Governing Law*. Except as otherwise required by federal, state or local law, this Declaration of Trust (including the ICMA Declaration to the extent incorporated herein) and the Group Trust created hereunder shall be construed and determined in accordance with applicable laws of the State of New Hampshire.

(d) *Judicial Proceedings*. The Trustee may at any time initiate an action or proceeding in the appropriate state or federal courts within or outside the state of New Hampshire for the settlement of its accounts or for the determination of any question of construction which may arise or for instructions.

IN WITNESS WHEREOF, the Trustee has executed this Declaration of Trust as of the day and year first above written.

VANTAGETRUST COMPANY

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MISSIONSQUARE RETIREMENT

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Certificate Of Completion

Envelope Id: 1A1A90CA-3D95-4EC2-8B2D-1F87A928ABBD
Status: Completed
Subject: Please DocuSign: AMENDMENT MSR 304492 Town of Pembroke Park 457 Plan DRAFT Documents by 4/19
Source Envelope:
Document Pages: 46
Signatures: 2
Envelope Originator:
Certificate Pages: 5
Initials: 0
Jennifer Vallerga
AutoNav: Enabled
JVallerga@msqplanservices.org
EnvelopeId Stamping: Enabled
IP Address: 170.40.176.1
Time Zone: (UTC-06:00) Central Time (US & Canada)

Record Tracking

Status: Original
4/7/2026 1:14:38 PM
Holder: Jennifer Vallerga
JVallerga@msqplanservices.org
Location: DocuSign

Signer Events	Signature	Timestamp
David Sigerson townmanager@tppfl.gov Security Level: Email, Account Authentication (None)	David Sigerson Signature Adoption: Pre-selected Style Using IP Address: 50.233.36.214	Sent: 4/7/2026 1:17:00 PM Resent: 4/20/2026 11:14:58 AM Resent: 4/20/2026 1:27:58 PM Viewed: 4/21/2026 9:02:03 AM Signed: 4/21/2026 9:04:44 AM

Electronic Record and Signature Disclosure:
Accepted: 4/21/2026 9:02:03 AM
ID: f476a78d-40fb-471e-a253-870051712a11

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Bradley S. Frishman bfrishman@tppfl.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/20/2026 1:27:58 PM Viewed: 4/21/2026 3:08:16 PM
Electronic Record and Signature Disclosure: Accepted: 4/7/2026 1:19:07 PM ID: 9e58f6ad-13e6-4b26-9320-61da7e316efb		
MSR AWD msqplnd@sscinc.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/21/2026 9:04:47 AM
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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/7/2026 1:17:00 PM
Envelope Updated	Security Checked	4/20/2026 1:27:56 PM
Envelope Updated	Security Checked	4/20/2026 1:27:56 PM
Envelope Updated	Security Checked	4/20/2026 1:27:56 PM
Envelope Updated	Security Checked	4/20/2026 1:27:56 PM
Envelope Updated	Security Checked	4/20/2026 1:27:56 PM
Certified Delivered	Security Checked	4/21/2026 9:02:03 AM
Signing Complete	Security Checked	4/21/2026 9:04:44 AM
Completed	Security Checked	4/21/2026 9:04:47 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, SS&C - Retirement Solutions (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact SS&C - Retirement Solutions:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: dscplandesign@dstsystems.com

To advise SS&C - Retirement Solutions of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at dcsplandesign@dstsystems.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from SS&C - Retirement Solutions

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to dcsplandesign@dstsystems.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SS&C - Retirement Solutions

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to dscplandesign@dstsystems.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions will take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SS&C - Retirement Solutions as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SS&C - Retirement Solutions during the course of your relationship with SS&C - Retirement Solutions.

Agenda Item Report

Subject:	Motion to approve Summer Hiatus Schedule — Sponsored by Mayor Jacobs
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	Geoffrey Jacobs, Mayor
Dept/Group:	Commission
Recommendation for Counsel to Consider:	
Background Information:	The Mayor is recommending that the City Commission establish a formal summer hiatus period beginning **June 15 through August 15**. Under this proposal, the **final voting meeting before the hiatus would be held on June 10**. Regular Commission meetings would resume following the conclusion of the hiatus. The workshop commission meeting will resume August 26, 2026.
Staff Recommendations:	Motion to approve the 2025 Summer Hiatus period from **June 15, 2025, through August 15, 2025**, with the final voting meeting scheduled for **June 10, 2025**, and to direct staff to adjust the meeting calendar accordingly.
Procurement:	
Financial Implications:	There is no financial impact.
Alternatives:	

Attachments:

1. Meeting Calendar - Amended

TO: Honorable Mayor & Commissioners

FROM: Cynthia Garcia-Lima, Town Clerk

DATE: April 29, 2026

TITLE: Approval of Amending the 2026 Regular Commission Meetings and Workshops

The following is the list of Regular Commission Meeting and Commission Workshop Meetings for the year 2026. The Town Commission will vote on taking a summer recess.

Regular Commission Meeting Dates	Commission Workshop Meeting Dates
Wednesday, January 14, 2026	Wednesday, January 7, 2026
Wednesday, February 11, 2026	Tuesday, February 3, 2026
Wednesday, March 11, 2026	Wednesday, February 25, 2026
Wednesday, April 8, 2026	Wednesday, March 25, 2026
Wednesday, May 13, 2026	Wednesday, April 29, 2026
Wednesday, June 10, 2026	Wednesday, May 27, 2026
~~Wednesday, July 8, 2026~~	~~Wednesday, June 24, 2026~~
~~Wednesday, August 12, 2026~~	~~Wednesday, July 22, 2026~~
Wednesday, September 9, 2026	Wednesday, August 26, 2026
Wednesday, October 14, 2026	Wednesday, September 30, 2026
Thursday, November 12, 2026*	Wednesday, October 28, 2026
Wednesday, December 9, 2026	Monday, November 30, 2026 **

Regular Commission meetings set to begin at 7:00 p.m.
Workshop Commission Meetings set to begin at 6:00 p.m.

** November 11, 2026 is Veteran's Day, therefore, the regular commission meeting was changed to Thursday, November 12, 2026. Meeting can be changed by the Town Commission.

** November 25, 2026 is the day before Thanksgiving, therefore, the workshop commission meeting was changed to Monday, November 30, 2026.

Agenda Item Report

Subject:	Consideration and Adoption of Ordinance No. 2026-008 Repealing Ordinance No. 2025-005 in Its Entirety - Sponsored by Town Attorney Horowitz **ORDINANCE 2026-008** **AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, REPEALING ORDINANCE NO. 2025-005, ADOPTED ON SEPTEMBER 10, 2025, IN ITS ENTIRETY; DIRECTING THE TOWN CLERK TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE REPEAL OF THE ORDINANCE, INCLUDING REMOVING THE REFERENDUM QUESTION FROM THE NOVEMBER 3, 2026 GENERAL ELECTION BALLOT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	Jacob Horowitz, Town Attorney
Dept/Group:	Town Attorney
Recommendation for Counsel to Consider:	
Background Information:	The Town Commission will consider **Ordinance No. 2026-008**, which repeals Ordinance No. 2025-005, adopted on September 10, 2025. Ordinance 2025-005 established an economic development ad valorem tax exemption program pursuant to Section 196.1995, Florida Statutes, and placed a referendum question on the November 3, 2026 general election ballot. The proposed repeal removes the program and directs the Town Clerk to remove the referendum question from the

	ballot.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Ord (Ad Valorem Tax Exemption Repeal 2026-008
2. 2026-008 - Repeal of Ordinance 2025 - 05.13.2026

ORDINANCE NO. 2026-008

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, REPEALING ORDINANCE NO. 2025-005, ADOPTED ON SEPTEMBER 10, 2025, IN ITS ENTIRETY; DIRECTING THE TOWN CLERK TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE REPEAL OF THE ORDINANCE, INCLUDING REMOVING THE REFERENDUM QUESTION FROM THE NOVEMBER 3, 2026 GENERAL ELECTION BALLOT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 10, 2025, the Town Commission adopted Ordinance No. 2025-005 (the "Ordinance"), thereby creating an economic development ad valorem tax exemption program for the Town pursuant to Sec. 196.1995, F.S., subject to voter approval at a referendum election; and

WHEREAS, the Ordinance sought to place a referendum question on the November 3, 2026 general election ballot in accordance with the requirements of Florida law; and

WHEREAS, the Town Commission now seeks to repeal the Ordinance and remove the referendum question from the November 3, 2026 general election ballot; and

WHEREAS, the Town Commission has held a public hearing in accordance with Florida law; and

WHEREAS, the Town Commission finds that repealing the Ordinance is in the best interests of the citizens and residents of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. **Repeal.** Ordinance No. 2025-005, adopted on September 10, 2025, is hereby repealed in its entirety.

Section 3. The Town Clerk is hereby directed to take any and all action necessary to effectuate the repeal of the Ordinance, including removing the referendum question from the November 3, 2026 general election ballot.

Section 4. **Severability.** If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 5. **Conflicts.** All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 6. **Effective Date.** This Ordinance shall take effect immediately upon its adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED on First Reading this 13th day of May, 2026.

PASSED AND FINAL ADOPTION on Second Reading this __ day of _____, 2026.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved As To Legal Form:

_____
JACOB G. HOROWITZ
Town Attorney

CODING: Words in ~~struck through~~ type are deletion from existing law; words in <u>underlined</u> type are additions

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: May 13, 2026	Agenda Item No. 8.1

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

The proposed ordinance repeals Ordinance No. 2025-005 in its entirety, thereby eliminating the previously approved economic development ad valorem tax exemption program and removing the associated referendum question from the November 3, 2026 general election ballot. The repeal is intended to reflect the Town Commission's determination that continuation of the exemption program is not in the best interests of the Town and its residents. The action promotes fiscal responsibility, aligns Town policy with current Commission priorities, and avoids placing an unnecessary ballot question before voters.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:

No direct compliance costs are expected. The ordinance does not impose new reporting, operational, licensing, or procedural requirements on businesses. It solely repeals a previously adopted tax-exemption program rather than creating new mandates.

b. New Charges/Fees on Businesses Impacted:
Not applicable. The ordinance does **not** impose any new taxes, fees, charges, or financial obligations on businesses. Instead, it eliminates the possibility of future ad valorem tax exemptions that would have required voter approval.

c. Estimate of Regulatory Costs:

There are no new regulatory costs associated with this repeal. The ordinance does not create new regulations or modify existing business-related compliance requirements.

Good Faith Estimate of Number of Businesses Likely Impacted: All businesses that may have anticipated applying for an ad valorem tax exemption under the now-repealed Ordinance No. 2025-005 could be indirectly affected. Because the program never became active (pending referendum approval), there are no current participants. Thus, any impact is limited to potential future applicants rather than existing business operations.

Any Additional Information:

This Business Impact Estimate statement is provided as a courtesy. This Ordinance is exempt from the Business Impact Estimate statement requirements under Florida Law as an ordinance required for compliance with federal or state law or regulation under Section 166.041(4)(c)(1), Florida Statutes.

[1] Business Impact Estimate does not apply to the following:
1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
    a. Part II of Chapter 163, F.S.;
    b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
    c. Sec. 553.73, F.S. (Fla. Building Code);
    d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).

Agenda Item Report

Subject:	Consideration and approval of agreement for financial services — Sponsored by Vice Mayor Kashem **RESOLUTION NO: 2026-048** **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND EISNERAMPER, ATTACHED HERETO AS EXHIBIT "A," FOR FINANCE DIRECTOR AND FINANCE DEPARTMENT CONSULTING SERVICES; PROVIDING FOR THE WAIVER OF PROCUREMENT IN THE BEST INTERESTS OF THE TOWN; AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	Musfika Kashem, Vice Mayor
Dept/Group:	Commission
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Agreement (Professional Services - Finance Department) 4927-0718-4040 1
2. 2026-048 - finance services
3. Town of Pembroke Park, Proposal V5

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, 2026, by and between:

Town of Pembroke Park, a municipal corporation of the State of Florida with a business address of **3150 S.W. 52nd Avenue, Pembroke Park, FL 33023** (hereinafter referred to as the "TOWN")

and

_____, authorized to do business in the State of Florida, with a business address of _____ (hereinafter referred to as the "CONSULTANT"). TOWN and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

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

ARTICLE 1
PREAMBLE

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

1.1 The TOWN seeks to engage CONSULTANT, as a professional service provider, as defined in Section 2-121 of the Town's Code of Ordinances; however, the services provided by the CONSULTANT, as more particularly described in Exhibit "A," shall not include any professional services as defined by Section 287.055, F.S.

1.2 Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT hereby agrees to perform general financial consulting and finance department assistance**,** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof. In the event of any conflicts between this Agreement and Exhibit "A" this Agreement shall prevail.

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

2.3 CONSULTANT hereby represents to TOWN, with full knowledge that TOWN is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the TOWN promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the TOWN.

2.5 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of TOWN.

ARTICLE 3
TERM AND TERMINATION

3.1 The term of this Agreement shall commence upon execution of this Agreement and shall terminate on September 30, 2026. This agreement may be extended for additional thirty-day renewal terms upon the mutual written agreement of both parties.

3.2 This Agreement may be terminated by either party for cause, or by the TOWN for convenience, upon seven (7) days' written notice by the TOWN to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the TOWN against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of TOWN and shall be delivered by CONSULTANT to TOWN immediately.

3.3 SCRUTINIZED COMPANIES. CONSULTANT certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONSULTANT agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement for cause if the CONSULTANT, its affiliates, or its subConsultants are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subConsultants are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CONSULTANT shall be entitled to invoice TOWN on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by TOWN. The CONSULTANT'S rate of compensation shall be set forth in Exhibit "A."

4.2 TOWN will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONSULTANT at:

_____
_____
_____

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

5.2 In no event will the CONSULTANT be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 CONSULTANT shall indemnify and save harmless and defend the TOWN, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the TOWN or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONSULTANT, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by

CONSULTANT pursuant to this Agreement.

6.2 CONSULTANT shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The TOWN's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the TOWN hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

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

ARTICLE 7
INSURANCE

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

7.2 CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the TOWN nor shall the CONSULTANT allow any subConsultant to commence work on his subcontract until all similar such insurance required of the subConsultant has been obtained and similarly approved.

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

7.4 Policies shall be endorsed to provide the TOWN with notice of cancellation or the CONSULTANT shall obtain written agreement from its Agent to provide the TOWN with notice of cancellation.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the TOWN. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to TOWN for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

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

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The Town of Pembroke Park must be shown as an additional insured with respect to this coverage.

7.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT shall require the subConsultants similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. Coverage for the CONSULTANT and his subConsultants shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

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

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

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

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

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.6.5 Sexual Abuse may not be excluded from any policy.

7.7 REQUIRED ENDORSEMENTS

7.7.1 The Town of Pembroke Park shall be named as an Additional Insured on each of the General Liability policies required herein
7.7.1 Waiver of all Rights of Subrogation against the TOWN
7.7.3 30 Day Notice of Cancellation or Non-Renewal to the TOWN
7.7.4 CONSULTANTs' policies shall be Primary & Non-Contributory
7.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the TOWN
7.7.6 The Town of Pembroke Park shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

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

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

7.10 The TOWN reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 8
INDEPENDENT CONSULTANT

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

ARTICLE 9
VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10
PUBLIC RECORDS

10.1 The Town of Pembroke Park is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

10.1.1 Keep and maintain public records required by the TOWN to perform the service;

10.1.2 Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the TOWN; and

10.1.4 Upon completion of the contract, CONSULTANT shall transfer to the TOWN, at no cost to the TOWN, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

10.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the TOWN may terminate the Agreement.

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

TOWN CLERK
3150 S.W. 52nd AVENUE
PEMBROKE PARK, FL 33023
(954) 966-4600
townclerk@tppfl.gov

ARTICLE 11
MISCELLANEOUS

11.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of TOWN whether or not the project for which they are made is completed. TOWN hereby agrees to use CONSULTANT's work product

for its intended purposes.

11.2 **Records.** CONSULTANT shall keep such records and accounts and require any and all subConsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by TOWN and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by TOWN of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

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

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

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

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

TOWN: Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, Florida 33023
Telephone No. (954) 966-4600

Copy To: Jacob G. Horowitz, Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.

3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Consultant _____
_____
_____
_____
_____

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

11.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

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

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

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

11.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

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

11.13 **Scrutinized Companies** CONSULTANT, its principals or owners, certify that they

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

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

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

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

11.13.2.2 Is engaged in business operations in Syria.

11.14 **E-Verify** CONSUTLANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

11.14.1 Definitions for this Section:

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

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

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

11.14.2 Registration Requirement; Termination:

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

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

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

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

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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

TOWN:

TOWN OF PEMBROKE PARK, FLORIDA

ATTEST:

_____ By: _____
CYNTHIA GARCIA-LIMA MAYOR GEOFFREY JACOBS
TOWN CLERK

APPROVED AS TO FORM:

_____
OFFICE OF THE TOWN ATTORNEY

CONSULTANT:

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____day of _____, **2026**.

_____
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)

EXHIBIT "A"
(SCOPE OF SERVICES / COMPENSATION)

RESOLUTION NO. 2026-048

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND _____, ATTACHED HERETO AS EXHIBIT "A," FOR FINANCE DIRECTOR AND FINANCE DEPARTMENT CONSULTING SERVICES; PROVIDING FOR THE WAIVER OF PROCUREMENT IN THE BEST INTERESTS OF THE TOWN; AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about April 29, 2026, the Town's Finance Director submitted his letter of resignation to the Town Commission, effective June 1, 2026; and

WHEREAS, the Town has an urgent need to engage a professional consulting firm to provide finance director and financial consulting services to ensure the continuity of operations while the Town solicits and evaluates candidates for a new Finance Director; and

WHEREAS, the Town's professional staff and consultants have sought recommendations for finance consulting services for the Town Commission to consider; and

WHEREAS, the Town Commission has directed the Town's interim Town Manager to engage in negotiations with a financial consulting firm to provide Finance Director and related Finance Department services; and

WHEREAS, Sec. 2-125(117) of the Town's Code of Ordinances authorizes the Town to waive procurement requirements pursuant to a resolution of the Town Commission; and

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida, finds that engaging _____ to provide Finance Director and related Finance Department consulting services is in the best interests of the citizens and residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The aforementioned "Whereas" clause is hereby ratified and confirmed as being true and correct and is incorporated herein.

Section 2. The Town Commission of the Town of Pembroke Park, Florida, hereby approves and authorizes the execution of the agreement between the Town and _____, attached hereto as Exhibit "A" and incorporated herein. The Town Commission further authorizes the waiver of competitive procurement to engage _____ in the best interests of the Town. The Town Manager is hereby authorized to execute the agreement on behalf of the Town

Section 3. The Town Manager is authorized to conform and make additional changes to the agreement which are consistent with the Town's ordinances, resolutions and policies as needed and approved as to form and legality by the Town Attorney without further approval of the Town Commission.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 13th day of May, 2026.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

EISNERAMPER

Town of Pembroke Park, Florida

Proposal to Provide Professional Services

May 13, 2026



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COVER LETTER

May 13, 2026

David Sigerson, Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
townmanager@tppfl.gov

Dear Mr. Sigerson,

EisnerAmper ("the Firm" or "the EisnerAmper Team") is pleased to submit this proposal to the Town of Pembroke Park ("the Town") to provide interim Finance Director services and related financial advisory support through the close of fiscal year 2025–2026. We appreciate the Town's consideration and welcome the opportunity to serve as a hands-on, accountable partner during this critical period — supporting day-to-day finance operations while simultaneously advancing the Town's tentative millage rate process, FY 2026–2027 budget development, and September TRIM budget hearings.

We recognize the immediate and overlapping demands the Town is facing. Florida's Truth in Millage (TRIM) calendar requires that a tentative millage rate be adopted by the governing body and certified to the Property Appraiser within the statutory window, followed by two advertised public hearings in September to adopt the final millage and budget. At the same time, the Town must continue closing out FY 2025–2026, processing accounts receivable and invoices, attending Commission meetings, and maintaining sound internal controls. Our engagement is designed to deliver continuity in the Finance Director seat while bringing the analytical depth needed to deliver a defensible budget and a clean year-end.

The EisnerAmper Team brings deep expertise in municipal finance, governmental accounting standards issued by the Governmental Accounting Standards Board (GASB), Government Finance Officers Association (GFOA) budget and Annual Comprehensive Financial Report (ACFR) best practices, and the operational realities of running a finance department day to day. Our team has served as interim finance leadership and advisory partners for municipalities and

"EisnerAmper" is the brand name under which EisnerAmper LLP and Eisner Advisory Group LLC and its subsidiary entities provide professional services. EisnerAmper LLP and Eisner Advisory Group LLC are independently owned firms that practice in an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper LLP is a licensed CPA firm that provides attest services, and Eisner Advisory Group LLC and its subsidiary entities provide tax and business consulting services. Eisner Advisory Group LLC and its subsidiary entities are not licensed CPA firms.

special districts across Florida and the Gulf South, and we understand how to step into an active fiscal cycle without disrupting ongoing operations, staff responsibilities, or governance processes.

What Sets EisnerAmper Apart:

- **Governmental and Municipal Experience:** We serve over 100 governmental clients nationwide and maintain active GFOA of Florida membership, with extensive experience in GASB reporting, and the ability to interpret Florida public-sector compliance.
- **Interim Leadership Capability:** Our professionals have served as interim Finance Directors and Controllers for governmental entities, providing immediate operational coverage while building lasting process improvements.
- **Budget and Millage Process Expertise:** We have guided municipalities through tentative and final millage adoption and the preparation of GFOA-compliant annual budget documents.
- **Audit-Ready Internal Controls:** Our approach emphasizes documented controls, clear segregation of duties, and processes designed to withstand external audit and Florida audit laws and regulations.
- **Collaborative, Hands-On Approach:** We work as an extension of management — attending Commission meetings, working alongside Town staff, and coordinating with the Town Attorney, external auditors, and the Property Appraiser.

We appreciate the opportunity to present our engagement plan and qualifications. All services described herein will be performed in accordance with the requirements of Florida law, the Town's Code of Ordinances, and recognized professional standards. We anticipate services running through September 30, 2026, with the possibility of month-to-month extensions as mutually agreed. We look forward to discussing how EisnerAmper can help the Town deliver a successful close to FY 2025–2026 and a strong foundation for FY 2026–2027.

Sincerely,

EisnerAmper

Fred W. Smith, CPA CGMA
Partner
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225.408.4778

Randy LeBeau, CPA
Partner
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Engagement Plan

The following engagement plan describes how EisnerAmper will partner with the Town of Pembroke Park to deliver Finance Director-level operational coverage, an assessment of internal operations, and the deliverables required by Florida's budget and TRIM calendar for the remainder of fiscal year 2025–2026. Our approach reflects an understanding of the Town's immediate priorities, the statutory deadlines that frame the work, and the importance of maintaining continuity in day-to-day finance operations while we are engaged. This plan outlines our framework, methodology, scope categories with estimated fees, and projected timeline.

Understanding Your Needs

Town of Pembroke Park: Structure and Mandate

It is EisnerAmper's understanding that the Town of Pembroke Park is a Florida municipal corporation governed by a Town Commission and managed by the Town Commission and Town Manager. The Town's Finance Department is responsible for general ledger maintenance, accounts payable and receivable, payroll administration, treasury, budget development and monitoring, annual financial reporting, and support to the Commission and the public on financial matters. The Town has identified a need for experienced interim finance leadership to provide day-to-day operational coverage while simultaneously executing the FY 2026–2027 budget cycle and meeting the statutory deadlines imposed by Florida's TRIM process.

We recognize the importance of stepping into this role without disruption to Town staff, vendors, residents, or the Commission. As part of our engagement, we will quickly orient to the Town's chart of accounts, ERP and financial systems, prior-year budget structure, current ~~mileage~~ millage history, and outstanding accounts receivable and payable matters. This understanding will guide how we tailor our day-to-day support, our assessment recommendations, and our budget development approach to fit the Town's operational reality.

The FY 2025–2026 Closeout and FY 2026–2027 Budget Window

EisnerAmper understands that the Town is operating under a compressed and statutorily fixed calendar. Florida Statutes Chapter 200 (Truth in Millage) and Chapter 166 (Municipalities) impose specific obligations on the millage adoption and budget process, including:

- Adoption of a tentative millage rate and certification to the Broward County Property Appraiser (targeted for June 10, 2026 by the Town) to the best of our abilities and access to supporting documentation is promptly received;
- Preparation of the proposed FY 2026–2027 annual budget consistent with the rolled-back rate calculation and TRIM advertising requirements;
- Two advertised public budget hearings in September — a first (tentative) hearing and a final hearing — at which the millage and budget are formally adopted;
- Closeout support of FY 2025–2026 year ending September 30, 2026, including reconciliations, accruals, fund balance review, and audit-ready records for the Town's external auditors while engaged to the best of our abilities and access to supporting documentation.

Our engagement is structured to deliver on these obligations on time and in compliance with Florida law, while also providing operational continuity in the Finance Director role throughout the engagement period.

Issues, Challenges, and Priorities

Based on our review of the Town's request and our understanding of municipal finance operations of this size, the EisnerAmper Team will focus on the following priorities:

- Immediate coverage of day-to-day Finance Director responsibilities, including supervision of finance staff, oversight of cash management, and serving as the Town's point of contact on financial matters.
- Assessment of current internal operations within the Finance Department — workflows, segregation of duties, system utilization, reporting cadence, and control points — with practical, prioritized recommendations for improvement.
- Hands-on support for accounts receivable, billing, and invoice processing, including aging review, collections follow-up, and process documentation.
- Guidance and technical support to the Town Manager and Commission in the preparation, calculation, and adoption of the tentative millage rate, targeted for adoption on June 10, 2026.
- Development of the FY 2026–2027 budget, including departmental revenue and expenditure analysis, capital and operating components, fund-level presentations, and a budget document suitable for Commission review.
- Attendance at Town Commission meetings, workshops, and the September TRIM budget hearings, including preparation of finance-related agenda items and Commission packets.

- FY 2025–2026 fiscal year-end closeout activities and coordination with the Town's external auditors.
- Compliance with Florida's public records requirements (Chapter 119, F.S.), the Florida Prompt Payment Act, E-Verify, scrutinized companies certifications, and other applicable Florida law as set forth in the Town's Professional Services Agreement.

Engagement Framework

Structure and Communication Plan

Active, consistent communication is essential to the success of this engagement, particularly given the compressed timeline and the public-facing nature of the deliverables. We propose the following communication cadence, which can be adjusted to fit the Town Manager's preferences:

- **Daily availability** during the period our personnel are functioning in the interim Finance Director role.
- **Weekly status meeting** with the Town Manager to review operational issues, budget progress, AR/AP status, and upcoming Commission items.
- **Pre-Commission briefings** in advance of each Commission meeting and TRIM hearing to align on agenda items, financial presentations, and anticipated questions.
- **Immediate escalation** of any concerns that could affect statutory compliance, the Town's financial position, the audit, or the integrity of the TRIM process.

Approach

EisnerAmper's approach to this engagement is centered on accountability, continuity, and practical results. We view this engagement as an integrated effort to keep the Town's Finance Department functioning at full capacity while also delivering the higher-level products — a tentative millage rate, an FY 2026–2027 budget, and a clean FY 2025–2026 closeout — that the Town's leadership and the Commission require.

Our capacity to perform these services is demonstrated by more than 70 years of experience serving governmental clients. We currently serve over 100 governmental entities, and our professionals are accessible, experienced, and equipped to deliver this engagement on time. The combination of experience, accessibility, and capacity gives EisnerAmper the ability to deliver accurate, timely, and Florida-compliant financial services aligned with the Town's objectives.

Accessibility

Our partners maintain direct contact with clients and are accessible at all times.



Ability

The Firm has the ability to provide the ~~College~~ Town with timely, accurate and ~~accurate~~responsive ~~audit~~ accounting services.

Experience

The EisnerAmper Team has more than 70 years of experience serving governmental clients.

Capacity

With nearly 4,000 professionals worldwide, we have the capacity to help you achieve your program goals.

Proposed Segmentation of the Engagement

Our philosophy is to tailor our approach to each client. We will conduct a rapid orientation in the first week, identify any items requiring immediate attention, and then operate on parallel tracks: (1) daily Finance Director operations, (2) the millage and budget calendar, and (3) the assessment of internal operations. We will adjust our approach as circumstances change.

We believe in a communicative and consultative approach so that Town staff understand the purpose behind our procedures. That understanding can then be leveraged into ongoing improvements in effectiveness and efficiency after our engagement concludes.

We will undertake a risk-based approach for maximum efficiency and minimum disruption to Town operations. We recognize the importance of minimizing administrative burden on Town staff while maintaining transparency, responsiveness, and compliance with professional standards and Florida law.

Focus on Accountability and Reliability

Our approach emphasizes clear responsibility for finance deliverables and accountability for the quality and accuracy of all work products. We recognize that the Town is seeking a partner that takes ownership of the Finance Director function and delivers results that are complete, defensible, and consistent with all applicable requirements — from Florida Statutes and the Town's Code of Ordinances to GASB and GFOA best practices.

Engagement Phases

Our work will be organized across five overlapping phases that run in parallel rather than sequentially, reflecting the compressed timeline:

Phase 1: Orientation and Discovery (Weeks 1–4)

- Onboard with the Town Manager, finance staff, and external stakeholders (auditors, Property Appraiser, banking).
- Review chart of accounts, ERP configuration, prior-year budget, current AR/AP aging, and outstanding contracts.
- Assess immediate risks and items requiring attention before the June millage adoption.

Phase 2: Day-to-Day Finance Director Operations (Throughout)

- Provide ongoing Finance Director coverage: staff supervision, cash management, financial reporting to the Town Manager and Commission.
- Oversee accounts receivable, billing, and invoice processing; address aged receivables and ensure compliance with the Florida Prompt Payment Act.
- Respond to Commission, vendor, resident, and audit inquiries.

Phase 3: Internal Operations Assessment and Recommendations

- Document current Finance Department workflows, control points, and segregation-of-duties matrix.
- Identify gaps, inefficiencies, and risks; deliver a written assessment with prioritized, practical recommendations.
- Provide quick-win improvements implementable during the engagement period.

Phase 4: Millage and FY 2026–2027 Budget Development

- Support calculation of rolled-back and proposed millage rates; prepare materials for the tentative millage adoption (targeted June 10, 2026).
- Coordinate TRIM notice requirements with the Broward County Property Appraiser.
- Develop the FY 2026–2027 proposed budget by fund and department; prepare budget document and Commission presentations.
- Support the first and final budget hearings in September, including all required advertised notices.

Phase 5: FY 2025–2026 Closeout and Audit Readiness

- Coordinate year-end accruals, reconciliations, fund balance analysis, and adjusting entries.
- Prepare audit-ready workpapers and schedules; serve as primary liaison with the Town's external auditors.
- Document procedures and transfer knowledge to ensure continuity at engagement conclusion.

Estimate of Fees

EisnerAmper proposes the following hourly-based advisory and operational support for the Town, organized into the categories below. The Town's request for services informs the structure and weighting of this scope. The hours and fee caps listed are estimates intended to define the maximum effort we will devote to each category at the rates noted in this proposal. Hours and amounts may be exchanged among categories as needs evolve, provided the total maximum is not exceeded without a written amendment.

EisnerAmper proposes a two-phased fee structure designed to reflect the distinct nature of the work in each period. Phase 1 is an hourly-billed Orientation and Discovery engagement estimated at $30,000 - $50,000, covering the first 30 days. This scoping phase allows the Firm to fully assess the Town's operations, systems, and needs before establishing a final ongoing fee. Upon completion of Phase 1, EisnerAmper will provide the Town with a confirmed monthly fee for Phase 2 services, which is anticipated to fall between $15,000 and $20,000 per month.

Phase	Description	Estimated Fee
Phase 1 — Orientation & Discovery	Hourly-billed scoping engagement covering the first 30 days. Includes onboarding, systems and records review, risk identification, and delivery of initial findings and priorities to the Town Manager. Billed at standard hourly rates; total will not exceed the stated cap.	Between $30,000 $50,000
Phase 2 — Ongoing Monthly Advisory Services	Commencing upon completion of Phase 1. Monthly fee confirmed in writing following the scoping phase, based on the full picture of the Town's operational needs. Covers interim Finance Director operations, TRIM and budget cycle support, Commission attendance, year-end closeout, and audit coordination.	Anticipated at $15,000 – $20,000 per month (confirmed upon completion of Phase 1)

Phase 1 services will be billed hourly at the rates set forth in this proposal and estimated $30,000 to $50,000 in total. This scoping period enables the Firm to develop a thorough understanding of the Town's operations, staffing, systems, and workload before committing to a final ongoing fee. Following the conclusion of Phase 1, EisnerAmper will present the Town Manager with a written confirmation of the monthly fee for Phase 2, which is anticipated to fall between $15,000 and $20,000 per month. Phase 2 services will be billed monthly in arrears consistent with Article 4 of the Professional Services Agreement. Any scope of work materially beyond that described in this proposal will be addressed by written amendment prior to commencement.

Fee Dependency & Execution Conditions

Our proposed fees and timeline are based on the assumption that Town staff, the Town Attorney, the external auditors, the Broward County Property Appraiser, and other third parties will perform their respective responsibilities in a timely and professional manner. Specifically, our ability to execute within the stated fee range is contingent upon:

- The accuracy, completeness, and timeliness of financial data and records provided by the Town.
- Reasonable and timely access to Town personnel, ERP and accounting systems, banking systems, and supporting documentation.
- Timely Commission action on items requiring approval (e.g., tentative and final millage adoption, advertised hearings, budget adoption).
- Cooperative coordination with the external auditors, Property Appraiser, and other agencies.

Any material delays, errors, or insufficient support from third parties may affect our workflow and timeline and may require adjustments to the estimated fees. We will communicate proactively if any such conditions arise, consistent with Article 5 of the Professional Services Agreement.

Pricing and Fees

EisnerAmper believes that high-quality service should be delivered at fair and competitive fees. A differentiating factor we have among many competitors is the value we bring to clients through quality resources at an attractive pricing model. We are pleased to provide the Town of Pembroke Park with this combination of highly experienced governmental finance professionals at affordable rates.

Our professional fees will be based on the time required to complete engagement tasks at our standard billing rates plus direct out-of-pocket expenses (such as mileage and material costs), if any. Individual hourly rates vary according to the responsibilities involved and the experience level of the personnel assigned to the engagement. Hourly rates are adjusted periodically.

The hour and fee amounts presented in the Scope of Services section are proposed as a limit on the time we may devote to those areas using the rates below. Such hours and amounts may not be sufficient for completion of all desired services, and we make no guarantee that all desired services can be delivered within these hours and amounts. Hours and amounts may be exchanged among categories provided the maximum of all categories is not exceeded without a written amendment to the Professional Services Agreement.

Service Rates and Retainer Options

Monthly billing will be performed consistent with firm practices and Article 4 of the Professional Services Agreement, and will be based on the number of hours required for advisory and operational services. Each invoice will include the date of service, hours, description of services performed, and any other information reasonably required by the Town. Estimated hourly pricing to deliver the services described in this proposal is as follows:

Level	Hourly Rates
Partner	$300 – $450
Director	$250 – $300
Manager	$200 – $250
Senior	$135 – $200
Staff	$95 – $125

Assumptions

The pricing and schedule above assume that we will not encounter unforeseen difficulties or significant information discrepancies, and that sufficient, relevant information is available to complete the tasks related to this engagement. If we encounter such difficulties, the scope — and therefore the price — for our work may change, and we will notify the Town Manager immediately, consistent with Article 5 of the Professional Services Agreement.

Questions on Technical Matters Throughout the Year

We make ourselves available for routine consultation, questions, and phone calls. Charges for such services are included in the estimates set forth above. If additional services beyond the scope defined in this proposal are requested, those services will be performed only pursuant to an executed written amendment to the Professional Services Agreement, with pricing at the hourly rates above.

Fees: The Bottom Line

We believe our fees represent a fair and accurate estimate of the services outlined in this proposal. If the scope changes, we will discuss any additional effort with the Town before commencing work. EisnerAmper does not understate our initial fees with the expectation of "catching up" later. If the Town feels these fees are not competitive, we welcome the opportunity to discuss our understanding of the Town's needs and the factors used in our fee estimate.

QUALIFICATIONS

About EisnerAmper

EisnerAmper, one of the largest business consulting firms in the world, is comprised of EisnerAmper LLP, a licensed independent CPA firm that provides client attest services founded in 1963; and Eisner Advisory Group LLC, an alternative practice structure that provides business advisory and non-attest services in accordance with all applicable laws, regulations, standards and codes of conduct. The services requested will be provided by EAG Gulf Coast, LLC, a subsidiary of Eisner Advisory Group LLC.



EisnerAmper serves a broad spectrum of clients, including governmental entities, large public companies, multinational corporations, privately-held middle-market businesses, not-for-profits, family offices, and high-net-worth individuals. These clients span across most major sectors and consist of key industries such as education, financial services, technology, life sciences, manufacturing and distribution, sports and entertainment, and real estate.

What sets EisnerAmper apart is our combination of deep technical expertise, industry-specific insight, and innovative technology, delivered through a personalized and relationship-driven service model. Our professionals are dedicated to helping clients grow by providing tailored solutions at every stage of their journey. We combine the flexibility and attention of a boutique firm with the resources and global reach of a multinational organization, ensuring integrity, accountability, and measurable results in everything we do.

For eight consecutive years, the Firm has received the **Best of Accounting** award from ClearlyRated for excellence in client service. The Best of Accounting designation is the only award program that recognizes service excellence for accounting firms based on ratings provided exclusively by clients.

EisnerAmper is *one of only two* Top 20 firms to achieve the Best of Accounting Diamond Award for Client Satisfaction.

EisnerAmper received satisfaction scores of 9 or 10 out of 10 from 82% of clients.

79

EisnerAmper has achieved a Lifetime Net Promoter Score (NPS) of 79, compared to the accounting industry NPS of 41.

In comparison:

- Fewer than 1% of all accounting firms in the US and Canada achieve Best of Accounting.
- Fewer than 1% of all accounting firms in the US and Canada achieve Best of Accounting for 5 consecutive years.
- EisnerAmper is 1 of 6 Accounting Firms in the IPA Top 20 to win Best of Accounting and 1 of 2 in the Top 20 to win the Diamond Award.



Source: NPS: By the Numbers

Governmental Experience

The EisnerAmper Governmental Niche Group is a key practice area of the firm. With more than 100 professionals dedicated to our governmental audit and advisory practice and more than 100 governmental entities as clients, our Governmental Group is well equipped to provide the high-quality service the Town expects and deserves. Our team has extensive experience working with local governments and special districts similar in structure and responsibility to the Town of Pembroke Park.

Governmental entities face a unique set of operational, regulatory, and reporting challenges that require professionals with specialized skills, training, and experience in the public-sector environment. Our diverse governmental client base means our professionals have been exposed to a broad range of funding sources, organizational and governance structures, reporting requirements, and financial challenges — including the kind of interim leadership and budget-cycle support the Town is seeking.

Governmental Overview

Governmental entities face a unique set of operational, regulatory, and reporting challenges that require professionals with specialized skills, training, and experience in the public-sector environment. With over 100 professionals dedicated to our governmental audit and advisory practice, and more than 100 governmental entities as clients, EisnerAmper's Governmental Group is well equipped to provide the high-quality service you expect and deserve.

Our governmental and public-sector clients include:



The EisnerAmper Team has served the needs of these entities for over 40 years.

This experience allows us to combine a practical understanding of governmental operations with an objective, independent perspective on the public-sector projects we undertake. Because of our diverse governmental client base, our professionals have been exposed to a broad range of funding sources, organizational and governance structures, enterprise operations, reporting

requirements, and financial challenges. These wide-ranging efforts have also included the establishment of new entities and the transition of responsibilities from existing governmental bodies.

Leadership in the Profession

The EisnerAmper team has long served the accounting profession at the local, state, and national levels. Our professionals chair technical issues committees, participate on state and local committees, and serve on national standards boards that shape governmental and public-sector accounting and reporting requirements. **By remaining engaged in the development of policies and standards affecting governmental entities, our staff provide proactive guidance rather than reactive support.** This commitment to professional leadership allows us to deliver informed, timely guidance and better support our clients' compliance, reporting, and long-term planning needs.

Industry Experience

To remain competitive and successful in the national and global markets, you need a trusted, experienced team of professionals. EisnerAmper serves a wide range of similar companies, which provides our team with insight and best practices into your industry.

Below is a partial list of the professional organizations with which our firm and/or employees are involved or affiliated. This list is in addition to the leadership our professionals have demonstrated in various organizations within the accounting profession.

- Affordable Housing Association of CPAs (AHACPA)
- Association of Governmental Risk Pools (AGRIP)
- American Institute of Certified Public Accountants (AICPA)
- American Bar Association
- Louisiana State Bar Association
- New Orleans Chapter of Society of Louisiana Certified Public Accountants
- Society of Louisiana Certified Public Accountants

- Government Finance Officers Association (GFOA) of Louisiana
- GFOA of Texas
- GFOA of Florida
- Louisiana Association of School Business Officials (LASBO)
- Estate and Business Planning Council of Baton Rouge
- Association of Certified Fraud Examiners
- Baton Rouge Bar Association
- Baton Rouge Chapter of Society of Louisiana Certified Public Accountants
- Institute of Internal Auditors
- Construction Financial Management Association
- Insurance Accounting and Systems Association
- Louisiana Insurers Conference
- Louisiana Association of Self-Insured Employers
- Healthcare Financial Management Association
- Medical Group Managers Association
- National Association of College and University Business Officers (NACUBO)
- Southern Association of College and University Business Officers (SACUBO)

Commitment to Quality

EisnerAmper is a member of the American Institute of Certified Public Accountants' (AICPA) three audit quality centers: The Employee Benefit Plan Audit Quality Center (EBP Center); The Center for Audit Quality; and the **Governmental Audit Quality Center (GAQC).** Membership in these voluntary audit quality centers is important to the Firm and supports our commitment to the profession in its efforts to improve audit quality.







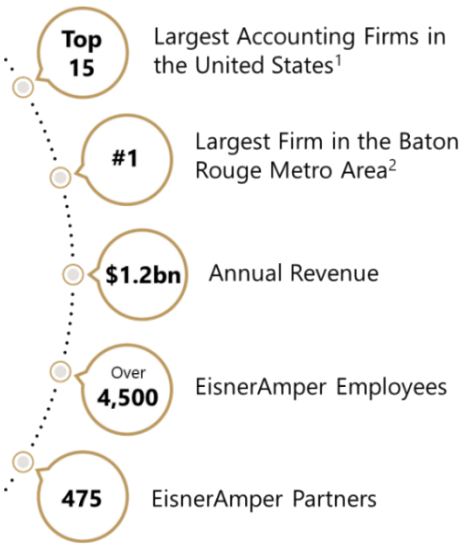
Several EisnerAmper team members—including Subject Matter Resource, Governmental Services Partners, Freddy Smith and Don McLean—have attained the AICPA's Single Audit Advanced Certification, demonstrating a high level of competence in matters of compliance for federal grants. This certificate is awarded only to those achieving certain knowledge benchmarks and is administered through the GAQC.

GFOA Certificate of Excellence Experience

Our team has extensive experience assisting clients obtain the GFOA Certificate of Achievement for Excellence in Financial Reporting and the Distinguished Budget Presentation Award. We bring that same standard of preparation and presentation discipline to the FY 2026–2027 budget development and FY 2025–2026 closeout for the Town.

Organizational Size, Structure, Experience

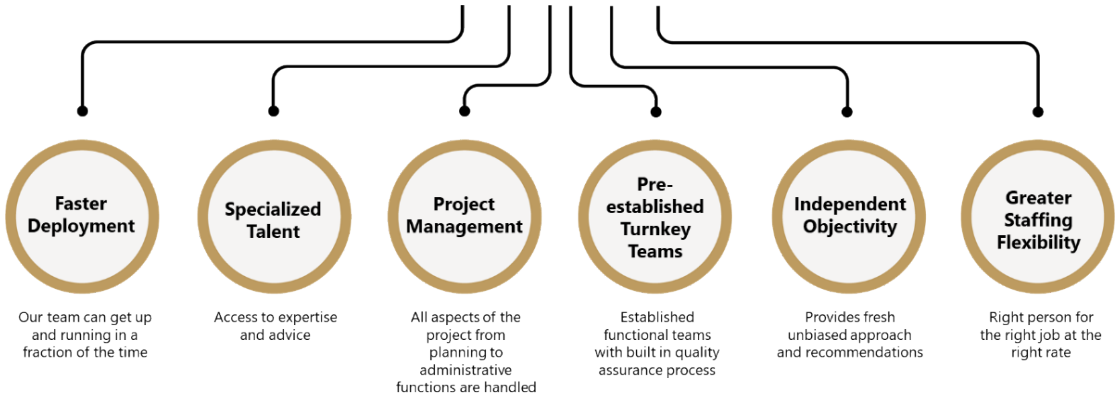
EisnerAmper is uniquely positioned to serve the Town through a combination of scale, specialization, and regional experience. As one of the largest accounting and advisory firms in the United States, with approximately 4,500 professionals across more than 40 U.S. offices, we offer the resources of a national firm with the accessibility and insight of a regionally based team.





[1, 2] *Accounting Today*

Our organizational structure empowers our governmental and advisory teams, providing the depth and flexibility needed to support public entities in their financial and administrative functions. While EisnerAmper is a large, global firm, the engagement team supporting the Town will be drawn from our governmental practice leadership and supplemented by professionals with Florida municipal finance experience. These professionals understand the regulatory environment, reporting expectations, and practical realities facing Florida municipalities.



Operational Infrastructure

EisnerAmper's organizational infrastructure is designed to support complex, regulated public entities through integrated and coordinated service delivery. Our teams operate across governmental accounting, financial operations, compliance, technology, and advisory services, **allowing us to support public authorities through a unified model rather than fragmented service lines**. This structure enables EisnerAmper to serve as a long-term partner to organizations with evolving operational, reporting, and oversight responsibilities.

Our experience includes acting as an operational support framework for governmental and quasi-governmental entities as they transition, expand, or assume new responsibilities. EisnerAmper's scale and depth allow us to deploy specialized resources efficiently, maintain continuity, and support both routine operations and higher-level advisory needs without disruption.

Tools and Technology

As part of our operational infrastructure, EisnerAmper leverages tools and technology that enhance transparency, oversight, and decision-making for public-sector clients. Our teams have experience designing and utilizing data visualization and reporting tools that consolidate financial, operational, and compliance information into clear, intuitive dashboards for leadership,

boards, and stakeholders. These tools demonstrate our ability to translate complex data into meaningful insights and support accountability across public entities.

EisnerAmper's technology capabilities are supported by professionals with experience integrating financial systems, reporting platforms, and data sources in regulated environments. This experience allows us to support public entities with reliable, scalable reporting solutions that align with governance and oversight expectations.

KEY PERSONNEL

Delivering high-quality, cost-effective client service depends greatly on the careful balancing of professionals with appropriate industry knowledge, strong technical capabilities, and well-developed interpersonal skills. The EisnerAmper Team provides the Town with professional personnel who possess these qualifications.

Below is the engagement leadership team for the Town of Pembroke Park. Each member has experience supporting governmental clients with financial leadership, budget development, internal control assessment, and audit readiness. Our personnel take an active role in the engagement by offering personal attention and proactive client communications. The core leadership team will be supplemented by additional professionals as needed to achieve the objectives of the engagement, including team members with Florida municipal finance experience.

Full biographies for the members of this core leadership team can be found in Appendix A: Resumes.

Name	Engagement Title
Freddy Smith, CPA, CGMA	*Lead Engagement Relationship Manager*
Randy LeBeau, CPA	*Lead Engagement Partner*
Don McLean, CPA	*Engagement Partner*
Jena Lee	*Engagement Senior Manager*
Evan Gluck, CPA	*Local Partner*

Appendix A: Resumes

Please see the following pages for the full biographies of EisnerAmper's proposed leadership team on this engagement.



FREDDY SMITH

225.408.4778 | FRED.SMITH@EISNERAMPER.COM
PARTNER | EISNER ADVISORY GROUP LLC
PARTNER | EISNERAMPER LLP

Freddy Smith is a Partner in the firm's Audit and Assurance Services Group. With over 30 years of experience, Freddy primarily focuses on providing audit and accounting services to school boards, parish and municipal governments, and state government entities. He also has substantial experience assisting government and non-profit agencies with advisory services for federal grant programs, including the recent and ongoing COVID-19 recovery programs. His meticulous approach and comprehensive understanding of governmental GAAP reporting requirements have consistently resulted in well-prepared and transparent financial statements. Through his guidance, government entities have gained valuable insights into their financial performance, internal controls, and compliance enabling them to make informed decisions and enhance accountability to their stakeholders.

Prior to joining the firm, Freddy was a Director at Postlethwaite & Netterville (P&N), a leading full-service accounting and business advisory firm. In this role, working as the head of the firm's Governmental Niche Team, he successfully enhanced the firm's specialization in governmental accounting, auditing, and regulatory compliance, leading to significant firm-wide expansion of governmental services. He also obtained the esteemed AICPA's Certificate of Educational Achievement in Governmental and Non-Profit Accounting and Auditing, further solidifying his expertise in this domain. His invaluable contributions also facilitated numerous clients in attaining the coveted GFOA's Certificate of Excellence in Financial Reporting.

Moreover, Freddy's dedication to expanding his knowledge and skill set is evident through his achievement of the esteemed Chartered Global Management Accountant (CGMA) designation. This milestone not only broadened his personal perspective but also enriched the firm's understanding of global accounting and economic issues impacting state and local governments.

SPECIALTIES

- Assurance
- Governmental

CREDENTIALS/EDUCATION

- Certified Public Accountant (CPA)
- Chartered Global Management Accountant
- AICPA Advanced Single Audit Certificate
- University of Southern Mississippi: BS, Accounting

AFFILIATIONS

- Louisiana Society of Certified Public Accountants, Baton Rouge Chapter
- Governmental Finance Officers' Association
- Association of School Business Officials
- Coastal Conservation Association
- LCPA Baton Rouge Chapter's Governmental Accounting and Auditing Committee: Chairman
- Legislative Auditors GASB34 Local Implementation Subcommittee for Capital Assets: Chairman
- Istrouma Baptist Sports League: Flag Football Coach
- Trinity Episcopal Church: Treasurer; Vestry Member
- Louisiana Governor's Prayer Breakfast: Steering Committee Member; Executive Committee Member; Treasurer



RANDY LEBEAU

800.259.2922 | RANDY.LEBEAU@EISNERAMPER.COM
PARTNER | EISNER ADVISORY GROUP LLC

Randy LeBeau is a Partner in the firm's Consulting Services Group. With over 7 years of public accounting experience and over a decade in assisting organizations to meet and exceed their operational performance goals, Randy has proven his expertise in the fields of financial management, audit, compliance, implementation projects, and structural facility build-outs.

Randy has a comprehensive understanding of multi-entity GAAP requirements, internal control standards, GASB governmental practices, State and Federal compliance reporting, Contractual Government aviation compliance, ILOTA trust account management, treasury cash flow management and large project implementations.

Prior to joining the firm, Randy was an Associate Director at Postlethwaite & Netterville (P&N), a leading full-service accounting and business advisory firm. Before this, he managed the testing, implementation, roll-out, and support of P2P, O2C, & R2R for a global $5 billion company.

SPECIALTIES

- Financial Management
- Audit & Compliance
- GAAP Requirements
- GASB Governmental Practices
- ILOTA Trust Account Management

CREDENTIALS/EDUCATION

- Certified Public Accountant (CPA)
- Southeastern Louisiana University: BS, Accounting & Finance

AFFILIATIONS

- American Institute of Certified Public Accountants
- Louisiana Certified Public Accountants



DON MCLEAN

225.408.4404 | DONALD.MCLEAN@EISNERAMPER.COM
PARTNER | EISNER ADVISORY GROUP LLC
PARTNER | EISNERAMPER LLP

Don McLean is a Partner in the firm's Audit and Assurance Services Group and has nearly 25 years of experience in public accounting. Don's professional experience includes performing and supervising audits for clients in a variety of activities, including non-profit, construction contractors, and other commercial entities; however, Don's focus is on governmental entities.

Don's governmental engagements include school boards, parishes, cities, retirement systems, special districts, and state agencies. In addition, Don has extensive experience in auditing compliance of federal assistance programs according to requirements of the Single Audit Act and Uniform Guidance. Don also advises on governmental consulting engagements on federal grant requirements and compliance with the Uniform Guidance.

Prior to joining the firm, Don was a Director at Postlethwaite & Netterville (P&N), a leading full-service accounting and business advisory firm. Before this, Don worked for a local CPA firm for 15 years and worked for the State of Louisiana for seven years.

Furthermore, Don serves as instructor on both internal and external training on new or upcoming Statements of the Governmental Accounting Standards Board and Uniform Guidance compliance requirements.

SPECIALTIES

- Assurance
- Governmental

CREDENTIALS/EDUCATION

- Certified Public Accountant (CPA)
- AICPA Advanced Single Audit Certificate
- Louisiana State University: BS, Accounting

AFFILIATIONS

- American Institute of Certified Public Accountants
- Society of Louisiana Certified Public Accountants
- Louisiana Industries for the Disabled, Inc (d.b.a. UpLIFTD): Board Treasurer
- Boy Scouts of America - Troop 490: Treasurer



JENA LEE

JENA.LEE@EISNERAMPER.COM
ASSOCIATE | EISNER ADVISORY GROUP LLC

Jena Lee, is a Manager in EAG Gulf Coast's Consulting Services Group in the firm's Baton Rouge office. Jena has over 25+ years of professional experience in accounting and financial operations and 5 years of experience providing outsourced Controller and CFO services. Jena has extensive experience in financial analysis, metrics, variance analysis, forecasting, budgeting and in the presentation of that information to owners, executives, and boards.

Prior to joining EAG Gulf Coast, Jena owned and operated her own business providing outsourced accounting and consulting services. In addition, Jena has held positions with a publicly traded Fortune 150 company as a Senior SOX Compliance Financial Auditor and Senior Financial Analyst, and as a manager and accountant with a regional CPA firm in North Louisiana. She has served in many roles ranging from accounting, auditing, financial analysis, internal controls, consulting across a wide variety of businesses and industries including restaurants, sports and entertainment, telecommunications, retail, nonprofits, and governmental entities.



EVAN GLUCK

954.393.1399 | EVAN.GLUCK@EISNERAMPER.COM
PARTNER | EISNER ADVISORY GROUP LLC
PARTNER | EISNERAMPER LLP

Evan Gluck is a Partner in the firm. With nearly 20 years of experience in public accounting, Evan works with clients in the not-for-profit, real estate, and health care industries and has expertise with employee benefit plan audits, including limited and full scope defined contribution plans and defined benefit plans. Evan is responsible for all phases of the audit, including planning, organization, supervision, and review of the fieldwork.

Evan's public accounting experience is primarily focused on financial reporting compliance, including audits, reviews, and compilations of privately held and regulated businesses. His experience includes the planning and administration of audits of the financial statements of real estate and health care companies, employee benefit plans and a focus on a variety of not-for-profit entities including social service agencies, religious organizations, schools, and private foundations.

Evan has a significant background in internal controls and compliance, including performing audits with reporting requirements related to government funding, in addition to those required by the federal Uniform Guidance. He also provides advisory services related to the design and implementation of internal control systems and provides tax consulting services on the Federal Form 990 and related state returns.

SPECIALTIES

- Audit & Assurance
- Not-for-Profit Services
- Employee Benefit Plan Audits

CREDENTIALS/EDUCATION

- Certified Public Accountant (CPA)
- Binghamton University: BS, Accounting

AFFILIATIONS

- American Institute of Certified Public Accountants Affiliations
- Florida Institute of Certified Public Accountants: Not-for-Profit Organizations Conference Planning Committee Member
- New York State Society of Certified Public Accountants
- Treasurer of Meals On Wheels of the Palm Beaches
- Florida Government Finance Officers Association

LEAVE PAGE BLANK UNTIL THE END!!!!



"EisnerAmper" is the brand name under which EisnerAmper LLP and Eisner Advisory Group LLC and its subsidiary entities provide professional services. EisnerAmper LLP and Eisner Advisory Group LLC practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper LLP is a licensed independent CPA firm that provides attest services to its clients, and Eisner Advisory Group LLC and its subsidiary entities provide tax and business consulting services to their clients. Eisner Advisory Group LLC and its subsidiary entities are not licensed CPA firms. The entities falling under the EisnerAmper brand are independently owned and are not liable for the services provided by any other entity providing services under the EisnerAmper brand. Our use of the terms "our firm" and "we" and "us" and terms of similar import, denote the alternative practice structure conducted by EisnerAmper LLP and Eisner Advisory Group LLC.

Agenda Item Report

Subject:	Consideration and approval of Resolution Initiating Chapter 164 Conflict Resolution Procedures with the City of Hollywood Concerning Disputes Arising Under the Large User Wastewater Agreement — Sponsored by Town Attorney Horowitz **RESOLUTION NO: 2026-047** **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTED PURSUANT TO §164.1052, FLORIDA STATUTES, DECLARING THE INTENT OF THE TOWN COMMISSION TO INITIATE CONFLICT RESOLUTION PROCEDURES AS SET FORTH IN CHAPTER 164, FLORIDA STATUTES; FINDING THAT A CONFLICT EXISTS WITH THE CITY OF HOLLYWOOD, FLORIDA, ARISING FROM THE LARGE USER WASTEWATER AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND THE CITY OF HOLLYWOOD, DATED OCTOBER 1, 1990, RELATED TO THE FY 2020 - 2024 "TRUE-UP" PAYMENTS FROM THE TOWN OF PEMBROKE PARK TO THE CITY OF HOLLYWOOD AND HOLLYWOOD'S PROPOSED INCREASE TO THE LARGE USER WASTEWATER MONTHLY INCREASE CHARGES; DIRECTING THE TOWN MANAGER TO PREPARE AND FORWARD A CERTIFIED COPY OF THIS RESOLUTION AND THE REQUIRED CERTIFIED LETTER TO THE CITY MANAGER FOR THE CITY OF HOLLYWOOD AND OTHER GOVERNMENTAL UNITS PURSUANT TO SECTION 164.1052, FLORIDA STATUTES; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO TAKE ALL STEPS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE**

	DATE.
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Town Attorney
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 2026-047 Resolution

RESOLUTION NO. 2026-047

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTED PURSUANT TO §164.1052, FLORIDA STATUTES, DECLARING THE INTENT OF THE TOWN COMMISSION TO INITIATE CONFLICT RESOLUTION PROCEDURES AS SET FORTH IN CHAPTER 164, FLORIDA STATUTES; FINDING THAT A CONFLICT EXISTS WITH THE CITY OF HOLLYWOOD, FLORIDA, ARISING FROM THE LARGE USER WASTEWATER AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND THE CITY OF HOLLYWOOD, DATED OCTOBER 1, 1990, RELATED TO THE FY 2020 - 2024 "TRUE-UP" PAYMENTS FROM THE TOWN OF PEMBROKE PARK TO THE CITY OF HOLLYWOOD AND HOLLYWOOD'S PROPOSED INCREASE TO THE LARGE USER WASTEWATER MONTHLY INCREASE CHARGES; DIRECTING THE TOWN MANAGER TO PREPARE AND FORWARD A CERTIFIED COPY OF THIS RESOLUTION AND THE REQUIRED CERTIFIED LETTER TO THE CITY MANAGER FOR THE CITY OF HOLLYWOOD AND OTHER GOVERNMENTAL UNITS PURSUANT TO SECTION 164.1052, FLORIDA STATUTES; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO TAKE ALL STEPS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 1, 1990, the Town of Pembroke Park, other neighboring municipalities, and Broward County entered into a Large User Wastewater Agreement ("LUA") with the City of Hollywood, Florida providing for the utilization of a common area-wide wastewater collection, treatment and disposal facility; and

WHEREAS, the LUA provides for annual "true-up" payments; and

WHEREAS, Pembroke Park received annual True Up Reports from Hollywood that adjust for previous estimated expenses and either seek an additional payment or identify a credit for the preceding fiscal year;

WHEREAS, on or about October, 2025, and thereafter, Pembroke Park advised Hollywood that Hollywood was charging Pembroke Park more than actual costs for certain expenses, identified in further detail below; and

WHEREAS, Hollywood has no right to make unilateral changes to the LUA; and

WHEREAS, the City of Pembroke Pines has litigated substantially the same issues; and

WHEREAS, Pembroke Park has attempted to work with Hollywood, including initiation settlement negotiations, which have been unsuccessful, and

WHEREAS, Pembroke Park seeks repayment of overcharges by Hollywood in the following categories under the Large User Agreement: 1) Debt Service Charges (the 10% and 15% surcharges); 2) the Allocation Percentage; 3) Operation and Maintenance Costs 4) Payment in Lieu of Taxes; 5) application of the Renewal, Replacement, and Improvement Accounts Contributions; 6) Depreciation overcharges; 7) Large User General and Administrative Costs; and also seeks to negate Hollywood's intent to unilaterally modify the analysis and charge a higher rate for the Allocation Percentage in the future.

WHEREAS, the Chapter 164 letter is attached as Exhibit A, and set forth Pembroke Park's categories of repayment; and

WHEREAS, notwithstanding its objections, Pembroke Park, in accordance with the LUA and in a good faith effort to resolve its disagreement with Hollywood, continues to remit the payments demanded by Hollywood; and

WHEREAS, the Town of Pembroke Park now seeks to initiate the conflict resolution proceedings with the City of Hollywood pursuant to Ch. 164, F.S., in an effort to address all issues set forth herein; and

WHEREAS, Chapter 164, Florida Statutes, entitled the "Florida Governmental Conflict Resolution Act," ("Act") provides that governmental entities in dispute must attempt to negotiate their differences in these types of matters pursuant to the procedures outlined in the Act prior to initiating court proceedings regarding the conflict; and

WHEREAS, Section 164.1052, F.S., requires the governing body of the government entity initiating the conflict resolution procedures to adopt a resolution expressing its intent to initiate such procedure;

WHEREAS, The Town Commission has determined that a conflict exists between the Town of Pembroke Park and the City of Hollywood, which conflict is subject to Chapter 164, Florida Statutes;

WHEREAS, section 164.1041, Florida Statutes, imposes a duty on governmental entities to engage in good-faith negotiation to resolve conflicts;

WHEREAS, section 164.1052, Florida Statutes, requires a governmental entity to initiate the conflict resolution procedure by providing written notice to the other entity, identifying the issues in conflict and invoking Chapter 164; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it is in the best interests of the citizens and residents of the Town to Initiate conflict resolution proceedings with the City of Hollywood pursuant to Ch. 164, F.S.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF PEMBROKE PARK, FLORIDA THAT:

Section 1. The foregoing 'WHEREAS" clauses are hereby ratified and confirmed as being true and correct and hereby incorporated herein.

Section 2. The Town Commission of the Town of Pembroke Park, Florida, hereby expresses its intent to initiate the conflict resolution procedures pursuant to Section 164.1052, F.S., with the City of Hollywood concerning the disagreement between the Town of Pembroke Park and the City of Hollywood regarding the True Up Reports Payments and Credits, as set forth in the WHEREAS clauses, and hereby authorized the Town of Pembroke Park to participate in the conflict resolution procedures set forth in Chapter 164, Florida Statutes;

Section 3. The Town Commission of the Town of Pembroke Park finds that it has a conflict with the City of Hollywood, Florida concerning the LUA. The specific issues serving as the basis for this conflict are set forth above in the WHEREAS clauses.

Section 4. The Town Commission of the Town of Pembroke Park, Florida, hereby directs the Town Manager and Town Attorney to forward a certified copy of this Resolution, as well as the required Conflict Resolution Letter, to the City Manager for the City of Hollywood, within five (5) days of adoption of this Resolution, by certified mail, return receipt requested, pursuant to §164,1052(1), F.S. The Conflict Resolution Letter shall include all items required by §164.1052(1), Florida Statutes, including without limitation:

a. Description of the conflict between the Town of Pembroke Park and the City of Hollywood;

b. List of the governmental entities with which the Town of Pembroke Park has a conflict;

c. The Town of Pembroke Park's justification for initiating the conflict resolution procedures of the Act;

d. A proposed date and place for the Conflict Assessment Meeting required by §164.1053, F.S.;

e. Suggestions as to which individuals should be in attendance at the Conflict Assessment Meeting.

The Town Manager is further directed to send a copy of the letter to any other state, county or other local governmental entity, including all parties to the LUA, that may have a role in implementing any terms of any settlement arising out of the Conflict Assessment Meeting, or whose interests may be substantially affected by the resolution of the conflict, or any other governmental unit the Town Manager deems appropriate.

Section 5. The appropriate Town officials are hereby authorized and directed to take all steps necessary to effectuate this Resolution, including participating in the conflict assessment phase, joint public meeting and any further steps required by Chapter 164, Florida Statutes, in good faith and in accordance with law.

Section 6. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

Section 8. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 13th day of May, 2026.

_____
GEOFFREY JACOBS
Mayor

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB HOROWITZ
Town Attorney

Agenda Item Report

Subject:	Discussion on UMC Free Clinic — Vice Mayor Kashem
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	Musfika Kashem, Vice Mayor
Dept/Group:	Commission
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. UMC Clinic Information

UMC FREE CLINIC

VHCPP CLINIC AND ORGANIZATION ANNUAL REPORTING FORM 2024 - 2025

Please enter the name of your clinic/organization: UMC Free Clinic	
1. Total number of Medical Patient Visits:(A patient visit is a face-to-face or telehealth meeting between patient and health care professional in order to receive medical services.)	6,357
2. Total number of Dental Patient Visits: (A patient visit is a face-to-face telehealth meeting between a patient and health care professional in order to receive dental services.)	0
3. Total Number of Patient Visits:	**6,357**
4. **Total Number of Active Licensed Health Care Providers Participating in Your Organization:** (Total number of 766 and non-766 providers that are actively participating in your clinic.)	35
5. Total Number of Licensed Health Care Provider Volunteer Hours: (If hours are documented.)	4,958
6. Total Dollar Value of Services for Licensed Health Care Providers: (To be determined by: (1) An hourly rate based on the figures below; (2) Actual cost of services; or (3) Value based on visits or referrals.)	$1,123,500
7. Total Dollar Value of Donations: (Donations include items such as: monies, pharmaceuticals, eyeglasses, labs, x-rays, equipment, etc., do not include grants.)	$2,406,733
8. Total Number of General Staff Volunteers : (Volunteers performing general duties, answer the phone, medical records, make copies, repairs, etc.)	92
9. Total Number of General Staff Volunteer Hours:	22,565
10. Total Value of Services for General Staff Volunteers:	**$785,036**
11. Total Value of Service:	**$4,315,280**
12. Total Number of Active DOH 110 Volunteers: (Include only the DOH 110 volunteers that have applications on file who complete the eligibility and referral process for DOH.)	11
13. Total Number of DOH 110 Volunteer Hours: (110 volunteers hours doing patient eligibility and referrals only.)	6,482
14. Total Dollar Value of Services for DOH 110 Volunteers:	**$225,491**

The following values per hour are offered as a suggested guideline for your use in estimating the value of your volunteer services.

Physician: $250/Hour	Optometrist: $50/Hour	LPN: $25/Hour
Dentist: $200/Hour	ARNP/PA: $75/Hour	Respiratory Therapist $40/Hour
Chiropractor: $90/Hour	Registered Nurse:$35/Hour	Dental Hygienist: $25/Hour
Pharmacist: $75/Hour	Physical Therapist$60/Hour	Support Staff $31.80/Hour
Social Worker $50/Hour		

rev. 06/04/2021

Universal Medical Clinic
Serving the Underserved Community

UMC FREE CLINIC

HOW CAN YOU HELP

VISIT OUR WEB

Donate

MORE WAYS TO DONATE

PayPal

Square

venmo

Zelle 954-815-1056

www.MiamiFreeClinic.org

305-974-5995

700 NW 183rd ST., Suite B, Miami, FL 33169

FREE HEALTHCARE TO THOSE IN NEED

UMC FREE CLINIC

UMC Free Clinic Pledge Form

Donations to UMC Free Clinic are Tax Deductible as UMC is a 501©3 non- profit organization and is Zakaat Eligible.

Yes! I want to invest in the future of *UMC Free Clinic* in the amount of

☐ *$1,000* ☐ *$500* ☐ *$250* ☐ *$100* ☐ *$50* ☐_____

☐ Paid Immediately

☐ Paid over the next 12 months

☐ Enclosed is my/our check payable to UMC Free Clinic. 700 NW 183rd ST, STE B, Miami, FL 33169

☐ Please bill my/our credit card company: ☐American Express ☐Discover ☐MasterCard ☐Visa

_____ _____ _____ _____

Account Number Exp. date CCV # Signature

Name(s) _____ Phone _____

Address _____ City/State/Zip_____

E-mail _____

700 NW 183rd ST, STE B, Miami, FL 33169 (305)974-5995

www.MiamiFreeClinic.org Info@MiamiFreeClinic.org

UMC FREE CLINIC

UMC FREE CLINIC

WHO WE ARE

At UMC Free Clinic, our team is passionate about providing high-quality services to all. We work together to ensure that our patients are well attended and given the proper resources to cater their medical needs. Our clinic's staff and committee aim to prioritize teamwork, inclusivity, and commitment to giving back to the community.



Syed Zafar
Founder
Director & Treasury



Sadrul Fasihi
Founder
Director & Administration



Zafar Qureshi, MD
Founder
Medical Director



Uzma Qureshi
Director



Saadia Siddiqui
Director



Tehmina Siddique
Office Manager



Dima Samra
Executive Director



Danyal Hasan
Outreach Coordinator

UMC FREE CLINIC

VOLUNTEER PHYSICIANS



Maria-Teresa Cuddihy
Internal Medicine



Dr. Rishad Ahmed
Pediatry



Herve Corbel
Psychiatry



Dr. Saiqa Ismail
Psychiatry



Dr. Garly Rushler Saint Croix
Cardiology



Lenon Juan
Mental Health Therapist



Dr. Hernaldo Nunez
Physician



Dr. Nuzhat Abbasi
Physician



Sophia Echevarria
Medical Resident



Ashley Reid
Dentist



Dr. Shahid Randhawa
Allergy & Immunology

UMC FREE CLINIC

MISSION

UMC Free Clinic promotes the accessibility of high-quality healthcare to under served communities and prioritizing inclusivity above all. Medical resources offered at the clinic are available to everyone with complete disregard to gender, race, religion, ethnicity, and financial circumstances. Being mindful of the social and economic realities that influence members of our community is critical to the clinic's vision and motivation for future growth. The **UMC Free Clinic** is organized for charitable, educational, and scientific purposes to help to spread awareness of the clinic's impact and mission as well as pushing the medical industry forward.

STORY

In 2006, the journey towards providing free medical services began with a visionary proposal from Syed Zafar, chairman of the Universal Heritage Institute. Concerned about those unable to afford health insurance, living in impoverished conditions, he urged the board to act. Two years later, in 2008, after careful planning by committee members, Sadrul Fasihi, Shabbir Songarwala, Shabbir Motorwala, and Mohammad Imtiaz, the Free Clinic was established as an Agency of the State of Florida.

During its inaugural year, Dr. Afzal Khan, accepted the role as the first medical director of the clinic. The community has benefited immensely from Dr. Afzal Khan's dedication and leadership as the first medical director, and continues to serve as one of the pioneers in this industry. Without Dr. Afzal Khan's commitment and expertise, the clinic would not have been opened and gained the success it has today. Initially, the clinic opened its doors only on Fridays, but gradually, in response to growing demand, its hours expanded from one to two days, eventually operating five and a half days a week, when we decided to move to a better location in 2020.

During the construction, we moved temporarily in Dr. Zafar Qureshi medical director Office. In December 2021, we fully transitioned to a permanent location under the name Universal Medical Institute **(UMC Free Clinic)** and marked a significant milestone in the clinic's history. UMC Free Clinic's commitment to the community's well- being is instilled in our mission and aims to provide sustainable healthcare solutions to those in need. With exponential growth in the past couple of years, the UMC Free Clinic's resources have expanded and improved to help cater to patients seeking primary care, mental health care, pain management, and more. Our new clinic features six examination rooms, including one dedicated to ophthalmology service, and a dental room planned for future use. As the clinic's success continues to grow, **UMC Free Clinic** will soon feature a full- service X-Ray machine to aid medical consultations and provide additional service to the public.

Continue.....

UMC FREE CLINIC

UMC Free Clinic not only serves as a vital training site for students from Nova Southeastern University, Barry University, and other institutions, but it also provides significant benefits to society. By training the next generation of healthcare professionals, the clinic helps create a well-prepared workforce dedicated to serving communities in need. These students gain real-world experience in both the clinical and administrative aspects of healthcare, ensuring they develop in patient care, empathy, and efficiency. Ultimately, the clinic's training program fosters both personal and professional growth in students while addressing critical healthcare gaps in society.

Mobil Clinic – Realizing there were underserved communities unable to access the clinic, the board took another bold step in December 2021 and established a Mobile Clinic. This mobile unit extends the clinic's services to churches, mosques, community fairs and more across the tri-county area. Introducing the Mobile Clinic marked a significant expansion our patient base, ensuring that even more people received vital medical care and resources.

Today, **UMC Free Clinic** continues its commitment to providing accessible healthcare, fueled by the dedication of volunteer doctors and the unwavering support of its community. We would like to extend our heartfelt gratitude to everyone who has generously contributed their time, effort or financial support to help the clionic's success. Together we are making a difference and propelling our mission forward..

Our FREE Key Services

- **Full Primary Care Services**
- **Family Practice**
- **Pediatric**
- **Cardiology**
- **Podiatric**
- **Psychiatrists**
- **Pulmonologist**
- **Allergist**
- **Pain Management**
- **Allergy and Immunology**
- **Mental Health Care**
- **Eye Health Care Services**
- **Optometry**
- **X-Ray Services**
- **Free Insulin Program**
- **Diabetic Education Program**
- **Dental Service available 2025**
- **Cancer Screening with University of Miami**
- **Genetic Testing with Natera**
- **Social Services with YMCA by Health Foundation**
- **Mammograms with Jackson North**
- **Jackson Card applications at UMC provided by Jackson Health System**
- **Cologuard by Exact Sciences**

LAB SERVICES
Provided through our partners Quest Diagnostics and LabCorp.

Universal Medical Clinic
Serving the Underserved Community

UMC FREE CLINIC

STUDENT ROTATION PROGRAM

NOVA, ROSS, Larkin Hospital, FIU Nursing College, Keiser, & Barry University.
Volunteer Opportunities: Doctors, Nurses, PA, Students, Considering Medical Profession.















www.MiamiFreeClinic.org 305-974-5995 700 NW 183rd ST., Suite B, Miami, FL 33169

FREE HEALTHCARE TO THOSE IN NEED

Agenda Item Report

Subject:	Discussion and possible action regarding Bamboo Social Club - Sponsored by Mayor Jacobs
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Commission
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. BAMBOO SOCIAL CLUB

BAMBOO SOCIAL CLUB

After searching the database record, we found a meeting was scheduled on or around December 16, 2022, for the Building Official Miguel Nunez to review and report on the conditions of the Bamboo Clubhouse (Bamboo Social Club). Unsafe conditions do exist for the building; however, no documentation could be found for the unsafe structure notice.

The Building Official, Steve Pizzo, also presented to the Commission on September 23, 2023, of the same unsafe conditions of the Bamboo Social Club

A recent field inspection on August 4, 2025, was conducted with the Building Official, Emmanuel Agbenohavi, Building Department staff, Public Services, the Town Manager, David Lynch, Commissioner Morrsett, and a general contractor to discuss the issues of the Bamboo social club and the best way to handle the building.

It was found that the building conditions are not suitable for use and would need to be brought up to the Florida Building Code. The following are the critical matters of the building:

1) To make the structure code compliant:

Visible structural problems

- The existing site-built wood trusses are sagging in the middle.
- There is no landing at the front entrance on the south side of the structure.
- There is no ADA restroom on site.
- The Restroom has the existing cabinets, which are not to code in terms of access at the water closet.
- The kitchen cabinets and the required GFCI at the counter.
- Will need a certified structural engineer to prepare an as-built certification and drawings to legalize the structure.
- Based upon the outcome will determine what construction needs to be done structurally, mechanically, electrically, and plumbing to bring it to code.
- Have to assess the cost needed to bring it up to code

2) Demolition

The other option would be to demolish the structure altogether

- Structural demolition of the building and slab
- Plumbing demolition of the bathroom and kitchen
- Electrical demolition of the kitchen

Based on the last inspection on April 6 2026, the Building Department will be placing an unsafe structure notice to the Bamboo Social Club and the ownership(s).

If there are any questions about the process. Please feel free to contact us.



FRONT ELEVATION-BAMBOO SOCIAL CLUB



FRONT ELEVATION WITHOUT LANDING-BAMBOO SOCIAL CLUB



REAR-BAMBOO SOCIAL CLUB



SIDE ELEVATION



NON- ADA ACCESSIBLE RESTROOM



NON- ADA ACCESSIBLE RESTROOM



NON- ADA ACCESSIBLE RESTROOM



KITCHEN


Aug 4, 2025 at 3:41:14 PM
3113 SW 23rd St
Pembroke Park FL 33009
United States

KITCHEN



KITCHEN



ELECTRIC WIRING WITH VIOLATIONS



ELECTRIC WIRING WITH VIOLATIONS



ELECTRIC PANEL LOCATION WITH VIOLATIONS



ELECTRIC PANEL WITH VIOLATIONS



ELECTRIC WIRING WITH VIOLATIONS AS PER NEC



SAGGING TRUSSES OVERHEAD DUE TO IMPROPER BRACING



SAGGING TRUSSES OVERHEAD DUE TO IMPROPER BRACING



SAGGING TRUSSES OVERHEAD DUE TO IMPROPER BRACING

Agenda Item Report

Subject:	Discussion on attorney fees and possible action for reimbursement on the matter of Babette Friedman v Town of Pembroke Park — Sponsored by Mayor Jacobs
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	Geoffrey Jacobs, Mayor
Dept/Group:	Commission
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 244869741 Final Order Of Dismissal

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO. **CACE25015617** DIVISION: **13** JUDGE: **Robinson, Michael A (13)**

Babette Friedman

Plaintiff(s) / Petitioner(s)

v.

Town of Pembroke Park, Florida, et al

Defendant(s) / Respondent(s)

_____/

FINAL ORDER OF DISMISSAL WITH PREJUDICE AND CLOSURE

THIS CAUSE having come to be heard on the Stipulation for Dismissal with Prejudice by the Plaintiff, BABETTE FRIEDMAN, and Defendant, TOWN OF PEMBROKE PARK, and the Court having reviewed the file and Stipulation, and otherwise being fully advised in the premises, it is:

ORDERED AND ADJUDGED that the above-entitled cause be, and the same is hereby, dismissed with prejudice as to Defendant, TOWN OF PEMBROKE PARK, with each party to bear their own costs and attorneys' fees.

The Clerk is directed to close the case.

DONE AND ORDERED in Chambers at Broward County, Florida on 30th day of March, 2026.

CACE25015617 03-30-2026 10:17 AM

CACE25015617 03-30-2026 10:17 AM
Hon. Michael Robinson
CIRCUIT COURT JUDGE
Electronically Signed by Michael Robinson

Copies Furnished To:
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Agenda Item Report

Subject:	Discussion and possible action for a repayment plan from Clerk Commissioner Hodgkins — Sponsored by Mayor Jacobs
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	Geoffrey Jacobs, Mayor
Dept/Group:	Commission
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

None

Agenda Item Report

Subject:	Discussion on Building Department Funds — Sponsored by Mayor Jacobs
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	Geoffrey Jacobs, Mayor
Dept/Group:	Commission
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

None

Agenda Item Report

Subject:	Motion to rescind the April 6 notice of termination for cause issued to Town Manager Dave Lynch, and in its place, to terminate Mr. Lynch without cause, effective immediately, pursuant to Section 11(B) of his Employment Agreement with the Town. Under this action, Mr. Lynch shall receive fourteen (14) weeks of severance pay, calculated retroactively from April 6, upon satisfaction of all conditions set forth in his Employment Agreement - Sponsored by Mayor Jacobs
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	Geoffrey Jacobs, Mayor
Dept/Group:	Commission
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Lynch - Employment Contract

EMPLOYMENT AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement"), is by and between Town of Pembroke Park, Florida, a subdivision of the State of Florida (hereinafter referred to as "Town"), and David Lynch (hereinafter referred to by name or as "Town Manager").

WITNESSETH:

WHEREAS, the Town Commission desires to appoint David Lynch to serve as the Town Manager of the Town of Pembroke Park, Florida in accordance with Sec. 2-92 of the Town's Code of Ordinances; and

WHEREAS, the Town, through its Town Commission, desires to provide for certain benefits and compensation for Town Manager and to establish conditions of employment applicable to Town Manager; and

WHEREAS, David Lynch desires to be employed as Town Manager of the Town of Pembroke Park under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment

A. The Town's employment of David Lynch shall be commence on October 21, 2024, and will continue for a period of three (3) years. Provided that neither party gives the other two (2) months' written termination notice, there shall be an unlimited number of one (1) year automatic renewals of this Agreement. In the event the Town Commission decides not to renew this Agreement, there shall be no severance pay made except for accumulated Vacation Leave (up to a maximum of 400 hours) and sick leave (up to $500.00). In the event that less than two (2) months' notice of termination is provided by either party, terminations shall occur in accordance with Sections 11 and 12 of this Agreement.

Section 2. Salary and Evaluation

A. For the performance of services pursuant to this Agreement, the Town agrees to pay the Town Manager an annual base salary of One Hundred Sixty-five Thousand Dollars and 00/100 ($165,000.00), payable in equal weekly installments at the same time as other Town employees are paid.

B. After the first full year of this Agreement, and annually thereafter, should the general Town staff receive a cost of living increase, the Town Manager will receive the same increase at the same time as the other staff.

C. Not less than (30) thirty days prior to the first anniversary date of this Agreement, and annually thereafter, the Town Manager and Town Commissioners shall meet individually, and,

in consideration of resources provided and matters outside the control of the Town Manager and Town Commission, discuss the Town Manager's performance and how the Town Commission can assist the Town Manager in performing the Town Manager's duties. Following the individual meetings with the Town Commissioners, the Town Manager will provide the Town Commission with a draft progress report inclusive of the Town Manager's and Town Commissioners' comments and suggestions. Following the Town Commission's review of the draft, the Town Manager shall prepare the final progress report to the Town Commission for adoption.

D. The Town may also increase the Town Manager's base salary and/or other benefits of the Town Manager in such amounts and to such an extent as the Town Commission may determine desirable on the basis of an annual performance evaluation of the Town Manager. The form of the evaluation shall be suggested by the Town Manager and approved by the Town Commission. The annual evaluation shall be made between June 1st and August 1st of each year in which this Agreement is effective.

E. Nothing in this Section shall require the Town to increase the base salary or other benefits of the Town Manager. Furthermore, the Town's failure to conduct any of the scheduled evaluations shall not constitute noncompliance with a material provision of this Agreement.

Section 3. Duties and Obligations

A. The Town Manager shall have the duties, responsibilities and powers of said office under the Pembroke Park Code of Ordinances. The Town Manager agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability and in a professional and competent manner.

B. The Town Manager shall remain in the exclusive employ of the Town and shall devote all such time, attention, knowledge and skills necessary to faithfully perform his duties under this Agreement. The Town Manager may, however, engage in educational and professional activities and other employment activities, provided that such activities shall not interfere with his primary obligation to the Town as its Town Manager. The Town Commission has the sole and unilateral discretion to amend this provision if a majority of the Town Commission finds that the Town Manager's outside activities interfere with the performance of his duties pursuant to this agreement. The Town Manager shall dedicate no less than an average of forty (40) hours per week in the performance of his duties hereunder, and shall be present at Town Hall on Monday through Friday during regular business hours.

C. In the event the Town Manager shall serve on any appointed boards or elected boards of any professional organization, or serve on any committees related to his professional activities, in the event any monies are paid, or gifts received, by the Town Manager related to such service, such money or property shall be paid over to or delivered to the Town, unless otherwise provided by the Town Commission.

D. In the event the Town Manager is temporarily unable to perform his duties, he shall nominate an Acting Town Manager for consideration and designation, if acceptable, by Town Commission.

Section 4. Automobile Allowance and Communications Equipment

The Town Manager is required to be on call for twenty-four hour service. In recognition thereof:

A. Automobile Allowance

1. During the term of this Agreement the Town will provide the Town Manager with an automobile allowance in the amount of five hundred dollars and 00/110 ($500.00) per month. The Town Manager shall be responsible for providing all insurance, including liability and collision, and shall pay the cost of all fuel and maintenance of his own vehicle. The Town shall not be responsible for any vehicle-related expenses for the Town Manager other than the automobile allowance established by the section. The Town Manager shall be further responsible for any and all incomes taxes and other tax obligations that may be payable as a result this allowance.

B. Town shall not provide the Town Manager with a cell phone or laptop computer capable of remote connection to Town internet for his use in conducting Town business. The Town shall provide the Town Manager with a desktop computer at City Hall for use for Town business.

Section 5. Dues and Subscriptions

The Town agrees to pay the Town Manager's professional dues for membership in the International City/County Management Association, the Florida City and County Management Association or other local government management professional association. The Town shall pay other dues and subscriptions on behalf of the Town Manager as are approved in the Town's annual budget (on a line item basis) or as authorized separately by the Town Commission.

Section 6. Professional Development

The Town agrees to pay reasonable and customary travel and subsistence expenses pursuant to the Town's travel policy for the Town Manager's travel to and attendance at the International City/County Management Association's annual conference, the Florida City and County Management Association's annual conference or other local government management professional association's annual conference. The Town may choose to pay for the Town Manager's attendance at other seminars, conferences, and committee meetings as it deems appropriate and approves by Town Commission action. Travel outside of the State of Florida requires Town Commission prior approval.

Section 7. Vacation Leave, Personal Holiday, and Sick Days

A. The Town Manager shall be entitled to one hundred sixty (160) hours of annual Vacation Leave during each year of the term of this Agreement. The Town Manager's annual

Vacation Leave shall be available for use upon commencement of employment and each year thereafter on the service date anniversary. There is no limit on the amount of Vacation Leave that may carry forward. Upon separation of employment, Town Manager shall be paid for up to Four Hundred (400) hours of unused Vacation Leave.

B. In addition to Vacation Leave, the Town Manager shall be entitled to personal leave days in each calendar year, as provided in the Town's Personnel Policies and Procedures Manual, as may be amended from time to time. Vacation leave may not be carried forward from year to year.

C. Town Manager shall be entitled to and abide by the Sick Leave Policy stated in the Town Personnel Policies and Procedures Manual, effective December 2021, or as such policy may be updated and adopted upon future action of the Town Commission.

Section 8. Holidays

The Town Manager is entitled to the same paid holidays as the general Town staff.

Section 9. Health, Dental, Vision, Life and Disability Insurance

A. The Town agrees to pay 100% of the Town Manager's health, dental and vision insurance and the Town Manager's long term disability insurance on the same terms as general employees, with the exception that the Waiting Period for the insurance is waived and the insurance is effective on the date of hire. The Town Manager may waive the City's health insurance provided by this section by providing the Town with written notice of his intent to waive such coverage within five (5) days of the execution of this Agreement. As consideration for a waiver of such insurance, the Town shall provide the Town Manager with a one-time relocation stipend not to exceed $8,000. Upon completion of such relocation, the Town Manager shall submit moving expense receipts to the Town's Human Resources department for review and reimbursement up to $8,000. Relocation expenses may include furnishings for the Town Manager's residence, subject to the $8,000 limit on such expenses.

B. Life insurance for the Town Manager shall be provided in an amount equal to $100,000.00, or highest amount as may be available through the Town's insurance carrier, if less than $100,000.00.

C. Supplemental life insurance in larger amounts can be requested in accordance with and subject to the "Evidence of Insurability Form" being approved through the underwriting guidelines. Such supplemental life insurance is at the Town Manager's expense.

Section 10. Retirement

The Town agrees to contribute as stipulated by the Florida Retirement System Senior Management Class of the Town Manager's base salary to the Florida Retirement System, upon approval by the Town's Finance and Budget Department, such approval not to be unreasonably

withheld. Contribution percentage amounts are subject to change each year based on legislative law changes, investment experience, and the actuarial experience of the trust fund.

Section 11. Termination by the Town and Severance Pay

A. The Town Manager shall serve at the pleasure of the Town Commission, and the Town Commission may terminate this Agreement and the Town Manager's employment with the Town at any time, with or without "just cause," as set forth in this section.

B. Termination "without just cause." Should a majority of the members of the Town Commission, then currently holding office, vote to terminate the services of the Town Manager "without just cause," then within ten (10) business days following such vote, the Town Commission shall cause the Town Manager to be paid any accrued and unpaid salary and benefits earned (including 400 hours maximum hours of Vacation Leave, up to Five Hundred ($500.00) dollars of Sick Leave, and insurance, but excluding such items and allowances as are used in conducting Town business such as, but not limited to, the use of the Town computer and the automobile and cell phone allowance) prior to the date of termination based on a forty (40) hour work week. If such termination without just cause occurs within the first twelve (12) months of employment, Employee shall receive a cash payment equal to eight (8) weeks of the Employee's aggregate salary; if such termination occurs within the first twenty-four (24) months of employment, Employee shall receive a cash payment equal to fourteen (14) weeks of the Employee's aggregate salary; if such termination occurs between after the employee has been employed for at least twenty-four (24) months, Employee shall receive a cash payment equal to twenty (20) weeks of the Employee's aggregate salary ("Severance Pay"). As consideration for such Severance Pay, the Town Manager shall, prior to receipt thereof, execute and deliver to the Town a general release of the Town, the Town Commission members, and all Town officers, agents, and employees for all claims, acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by the Town Attorney.

C. Termination "with just cause." In the event the Town Manager is terminated "with just cause," the Town, with the exception of accrued and unpaid salary and benefits actually earned, shall have no obligation to pay the amounts outlined in Section 11, Paragraph B of this Agreement. For purposes of this Agreement, "just cause" is defined and limited to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the Town Manager's duties and responsibilities.

2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.

3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.

4. Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination.

5. The commission of any fraudulent act against the interest of the Town.

6. The commission of any act which involves moral turpitude, or which causes the Town disrepute.

7. Violation of the International City/County Management Association Code of Ethics or being found to have committed an ethics violation by the Florida Commission on Ethics.

8. Any other act of a similar nature of the same or greater seriousness.

D. In the event Town terminates the Town Manager "with just cause," as provided in Paragraph C above, then the Town Manager will be given a written copy of the particulars and shall have the right to appear in public before the Town Commission, with counsel, if so desired, and present evidence, argument, and rebuttal concerning said allegations. After such hearing, if a majority of the members of the Town Commission then currently holding office finds there is cause to terminate the Town Manager, then the Town Manager shall not be entitled to severance pay. Said hearing shall be held within sixty (60) days of the notice of terminations.

E. In the event the Town Commission, during the employment term, reduces the salary or other benefits of the Town Manager, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time Town employees, or in the event the Town allegedly refuses to comply with any other material provision of this Agreement benefiting the Town Manager, the Town Manager shall notify the Town Commission in writing of the alleged violation. The Town Commission shall have forty-five (45) days from such notice within which to cure the violation, otherwise, the Town Manager may at his option, consider such violation as termination "without just cause" as of the date of such alleged reduction or refusal, and the severance pay provisions and other termination provisions contained herein shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal.

Section 12. Termination by the Town Manager

The Town Manager may terminate this Agreement at any time by delivering to the Town Commission a written notice of termination not later than two (2) months prior to the effective date of the notice of termination. If the Town Manager terminates this Agreement, then the provisions of Section 11, Paragraph B above, shall not apply. If the Town Manager voluntarily resigns pursuant to this Section, the Town shall pay to the Town Manager all accrued compensation due the Town Manager up to the Town Manager's final day of employment, including any accrued Vacation Leave up to the Four Hundred (400) hour limit. The Town shall have no further financial obligation to the Town Manager pursuant to this Agreement. This subsection shall not prevent the Town Manager from collecting any money earned as a result of participation in a deferred retirement or pension program approved as per Section 10 of this Agreement.

Section 13. Disability

If the Town Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks beyond any accrued leave, the Town shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 11, Paragraph B of this Agreement.

Section 14. Indemnification

A. Town shall defend, save harmless, and indemnify the Town Manager against any action for any injury or damage suffered as a result of any act, event, or omission of action that the Town Manager reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The Town will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The Town shall not be liable for the acts or omissions of the Town Manager committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the Town Manager shall reimburse the Town for any legal fees and expenses the Town has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as Town Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the Town.

Section 15. Code of Ethics

Inasmuch as the Town Manager is an active full member of the International City/County Management Association (ICMA), or other local government management professional association, the "Code of Ethics" promulgated by ICMA or other local government management professional association is incorporated herein, and by this reference made a part hereof. Said "Code of Ethics" shall furnish principles to govern the Town Manager's conduct and actions as Town Manager of the Town. Additionally, the Town Manager shall abide by the standards established by the Florida Commission on Ethics.

Section 16. Attorney's Fees

If any litigation is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and expenses incurred in connection therewith, including appellate fees and expenses.

Section 17. Bonding

The Town agrees to bear the full cost of any fidelity or other bonds required of the Town Manager under any policy, regulation, ordinance or law.

Section 18. Transparency

A. Open Door Policy: The Town Manager shall maintain an open door policy encouraging communication between the members of the Town Commission, Town Employees, residents, property owners and other persons who have matters of interest related to the well-being of the Town.

B. Governmental Relations: The Town Manager shall strive to maintain positive constructive relationships with elected officials, employees and agents of other governmental agencies for the purpose of mutual good will and the constructive conduct of business regarding matters of interest between the parties.

C. Communications: The Town Manager and Town Commission shall work cooperatively to keep each other and the community informed as to the status of plans, projects and the operations of the Town.

D. Right to Speak: The Town Manager shall have the right to address the Town Commission orally and/or in writing in all matters before the Town Commission affecting those matters under his responsibility and/or his employment with the Town.

Section 19. General Terms and Conditions

A. If any provision or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of Town Manager.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Broward County, Florida.

F. Upon Town Manager's death, the Town's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;

2. Payment of accrued leave balances in accordance with this Agreement;

3. Payment of all outstanding hospitalization, medical, vision and dental bills in accordance with this Agreement;

4. Payment of all life insurance benefits in accordance with this Agreement;

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party that the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

I. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

Executed by the TOWN this 16th day of October, 2024.

TOWN OF PEMBROKE PARK

By: _____
Erik Morrissette, Vice Mayor

ATTEST:

_____
Suzi Reutlinger, Acting Town Clerk

Executed by the TOWN MANAGER this 16th day of Oct, 2024.

Witnesses:

_____
Signature

_____
David Lynch

_____
Print Name

_____
Signature

_____
Print Name

Agenda Item Report

Subject:	Discussion on Upcoming events - Sponsored by Commissioner Mohammed
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	Ashira Mohammed, Commissioner
Dept/Group:	Commission
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

None

Agenda Item Report

Subject:	Discussion on the Town hosting an 8-Week Recovery & Empowerment Program — Sponsored by Commissioner Mohammed
Meeting Date:	Regular Commission Meeting - May 13, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Commission
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Domestic violence _260419_140619 (2)

8-Week Recovery & Empowerment Program

A 12-Step Journey for Survivors of Domestic Violence

Program Overview

This program is designed to support survivors of domestic violence in rebuilding self-worth, reclaiming personal identity, and establishing a strong foundation for a safe and empowered future. It combines peer support, guided reflection, professional insight, and structured healing steps.

- **Duration:** 8 Weeks
- **Meeting Frequency:** 1–2 sessions per

week (2–3 hours each)
- **Format:** Group-based, confidential, trauma-informed
- **Participants:** Survivors in post-relationship recovery

Program Goals

- Restore self-worth and personal identity
- Build emotional resilience and coping tools
- Establish healthy boundaries and relationships
- Create a forward-focused life vision
- Foster community and peer support

Core Promises to Participants

- You will be heard without judgment
- You will gain tools to rebuild your life
- You will not walk this journey alone
- Your story remains confidential
- Growth and healing are possible

The 12-Step Healing

Framework

- **Acknowledgment** – Recognizing the abuse and its impact
- **Safety First** – Establishing physical and emotional safety
- **Breaking Silence** – Sharing your story in a safe space
- **Releasing Shame** – Letting go of guilt and self-blame
- **Rebuilding Identity** – Rediscovering who you are
- **Emotional Awareness** – Understanding trauma responses
- **Boundaries** – Learning to protect your energy and space
- **Self-Worth** – Reclaiming confidence and value
- **Healthy Connections** – Identifying safe relationships
- **Purpose & Vision** – Defining your future

- **Empowerment** – Taking ownership of your life
- **Giving Back** – Supporting others and sustaining growth

Weekly Rotation Structure (8 Weeks)

Week 1: Safety & Stabilization

- Orientation & group agreements
- Understanding trauma and survival mode
- Guest Speaker: Licensed Therapist
- Activity: Personal safety plan

Week 2: Breaking Silence

- Sharing stories (optional participation)
- Understanding emotional release
- Guest Speaker: Survivor Advocate
- Activity: Guided journaling

Week 3: Releasing Shame & Guilt

- Identifying internalized blame

- Reframing negative beliefs
- Guest Speaker: Trauma Therapist
- Activity: Affirmation building

Week 4: Rebuilding Self-Identity

- Who am I beyond the abuse?
- Rediscovering passions and values
- Guest Speaker: Life Coach
- Activity: Vision board creation

Week 5: Boundaries & Protection

- Types of boundaries (emotional, physical, digital)
- Practicing assertive communication
- Guest Speaker: Counselor or Social Worker
- Activity: Role-playing exercises

Week 6: Self-Worth & Confidence

- Healing self-image
- Building confidence habits
- Guest Speaker: Motivational Speaker / Coach

- Activity: Strength inventory

Week 7: Purpose & Future Planning

- Setting personal and professional goals
- Financial and independence planning
- Guest Speaker: Career Coach / Minister (optional spiritual guidance)
- Activity: Goal-setting workshop

Week 8: Empowerment & Graduation

- Reflecting on growth and transformation
- Commitment to continued healing
- Guest Panel: Therapist, Life Coach, Minister
- Graduation Ceremony + Certificates

Meeting Format (Suggested Weekly Agenda)

- **Opening (15 min)**

- Welcome & grounding exercise
- Review of group guidelines
- **Check-In (30 min)**
- Voluntary sharing
- Emotional temperature check
- **Topic Discussion (45–60 min)**
- Guided lesson or workshop
- **Guest Speaker (30–45 min)**
- Professional insight or testimony
- **Interactive Activity (30 min)**
- **Reflection & Closing (15–20 min)**
- Takeaways
- Affirmations
- Optional prayer or meditation

Guest Speaker Integration

Throughout the 8 weeks, incorporate:

- Licensed Therapists
- Trauma-Informed Life Coaches
- Domestic Violence Advocates
- Ministers or Spiritual Leaders (optional,

inclusive approach)
- Survivor Mentors

Group Rules & Agreements

1. Confidentiality

“What is said in this room stays in this room.”

- No sharing personal stories outside the group
- Respect each participant’s privacy

2. Non-Disclosure Agreement

- Participants must agree not to disclose identities, experiences, or details of others
- Breach of confidentiality may result in removal

3. Respect & Non-Judgment

- No criticism, blame, or shaming
- Honor each person’s journey

4. Voluntary Sharing

- No one is required to speak
- Passing is always allowed

5. Safe Communication

- No interrupting
- Use “I” statements
- Avoid giving unsolicited advice

6. Emotional Safety

- Trigger warnings when necessary
- Step out if overwhelmed

7. No Recording Policy

- No phones, photos, or recordings allowed

8. Commitment to Growth

- Attend consistently
- Participate with honesty and openness

Participant Commitment Agreement

By joining this program, participants agree to:

- Uphold confidentiality and respect
- Engage in personal growth
- Support fellow survivors
- Take responsibility for their healing journey

Graduation Ceremony (Week 8)

Includes:

- Certificate of Completion
- Personal reflection sharing (optional)
- Recognition of growth and resilience
- Guest encouragement speeches
- Light celebration

Post-Program Support

- Alumni support group (monthly)
- Continued access to resources
- Mentorship opportunities
- Optional pathway to become a peer facilitator

Closing Statement

Healing is not linear, but it is possible. This program is not just about surviving—it is about reclaiming your voice, your identity, and your future.