Agenda

Workshop Commission Meeting

6:00 PM - Wednesday, May 27, 2026

Commission Chambers

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. DELETIONS OR WITHDRAWALS TO THE AGENDA

5. PRESENTATION

5.1 Presentation regarding Holiday Park Force Main Replacement Project — Sponsored by Public Services Director Odoms

6. REPORTS OF COMMITTEES AND TOWN STAFF

6.1 Police Department Report — Sponsored by Chief DeCoursey

6.2 Fire Department Report — Sponsored by Chief Kane

6.3 Building Department Report — Sponsored by Building Manager Louis

7. ORDINANCES - FIRST READING

7.1 Consideration and approval of a M-1 Text Amendment for Data Centers and Artificial Intelligence (AI) Facilities and Fee Schedule — Sponsored by Town Planner Consultant Von der Meulen
File No: 26-Z-01
Applicant: Town of Pembroke Park
Address: Citywide
Amend Article III, Division 6, M-1 Industrial District, Sec. 28-211 Intent and definitions, Sec. 28-11.5 Permitted uses and Sec. 28-212 Uses requiring approval by special exception of the Pembroke Park Code of Ordinances for Data Centers and Artificial Intelligence (AI) Training Facilities within the M-1 zoning district.
ORDINANCE NO: 2026-010
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 28 ENTITLED "ZONING", ARTICLE III ENTITLED

"DISTRICT REGULATIONS", DIVISION 6 ENTITLED "M-1 INDUSTRIAL DISTRICT", SECTION 28-211 ENTITLED "INTENT AND DEFINITIONS", SECTIONS 28-211.5 ENTITLED "PERMITTED USES" AND SECTION 28-212 ENTITLED "USES REQUIRING A SPECIAL EXCEPTION" TO ALLOW FOR THE REGULATION DATA CENTERS AND ARTIFICIAL INTELLIGENCE TRAINING FACILITIES; ESTABLISHING DEFINITIONS ; PROHIBITING DATA CENTERS AS A PERMITTED USE; REQUIRING SPECIAL EXCEPTION USE APPROVAL FOR DATA CENTERS; IMPOSING LOCATION, INFRASTRUCTURE, CLIMATE RESILIENCE, EMPLOYMENT, AND OPERATIONAL STANDARDS; IMPOSING VARIOUS FEES, AND FINANCIAL ASSURANCES; REQUIRING DECOMMISSIONING; PROVIDING FOR ENFORCEMENT, PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION NO: 2026-052

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING A SCHEDULE OF FEES FOR DATA CENTERS AND ARTIFICIAL INTELLIGENCE TRAINING FACILITIES WITHIN THE TOWN OF PEMBROKE PARK, PURSUANT TO THE CODE OF ORDINANCES OF THE TOWN OF PEMBROKE PARK, FLORIDA, SECTION 28-212; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

8. ORDINANCES - SECOND READING

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 a resolution establishing an Employee Training, Professional Development, Workforce Advancement, and Operational Accountability Program — Sponsored by Commissioner Mohammed and HR Director Frishman

RESOLUTION NO: 2026-049

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING A COMPREHENSIVE EMPLOYEE TRAINING, PROFESSIONAL DEVELOPMENT, WORKFORCE ADVANCEMENT, OPERATIONAL ACCOUNTABILITY, AND MUNICIPAL SERVICE EXCELLENCE PROGRAM; PROVIDING FOR MANDATORY TRAINING REQUIREMENTS, CIVIC EDUCATION, PROFESSIONAL COMMUNICATION STANDARDS, TECHNOLOGY TRAINING, PUBLIC WORKS OPERATIONAL TRAINING, SAFETY AND OSHA TRAINING, LEADERSHIP DEVELOPMENT, CROSS-TRAINING, EQUIPMENT CERTIFICATIONS, PERFORMANCE ACCOUNTABILITY, HUMAN RESOURCES ENFORCEMENT AUTHORITY, OPERATIONAL FLEXIBILITY, WORKFORCE READINESS, SELF-DIRECTED PROFESSIONAL DEVELOPMENT, INTERNAL WORKFORCE CAPABILITY DEVELOPMENT, TRAINING TRACKING, COMPETENCY ASSESSMENTS, PERFORMANCE IMPROVEMENT PROCEDURES, POSITION QUALIFICATION AUDITS, SUPERVISORY ACCOUNTABILITY, AND ANNUAL REPORTING; PROVIDING FOR IMPLEMENTATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

9.2 Consideration and approval of NPDES Interlocal Agreement —Sponsored by Public Works Director Odoms

RESOLUTION NO: 2026-050

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTICIPATING MUNICIPALITIES FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT ATTACHED HERETO AS EXHIBIT A AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT; PROVIDING FOR IMPLEMENTATION;

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

9.3 Consideration and approval of Highway Lighting Maintenance – FY 2027 (FDOT Contract ASM33) — Sponsored by Public Services Director Odoms
RESOLUTION NO: 2026-051
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE FISCAL YEAR 2027 TASK WORK ORDER UNDER THE FLORIDA DEPARTMENT OF TRANSPORTATION HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT (CONTRACT ASM33) ATTACHED HERETO AS EXHIBIT A AND AUTHORIZING EXECUTION OF AGREEMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

9.4 Consideration and approval of contract renewals for Kimley Horn, Craven, Thompson & Associates, Craig A. Smith & Associates and Keith & Associates - Sponsored by Public Services Director Odoms

9.5 Motion to award recommendation of ITB # 26-01 Town Hall Emergency Generator Installation, to Florida Palm Construction, Inc., the lowest responsive and responsible bidder, in the amount of $471,121.50 - Sponsored by Public Services Director Jeff Odoms

9.6 Consideration and approval of purchasing a Mobile Bandstand Stage - Sponsored by Public Services Director Odoms

9.7 Consideration and approval of UMC Mobile Clinic Agreement — Sponsored by Vice Mayor Kashem
RESOLUTION NO. 2026-054
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 UNIVERSAL MEDICAL INSTITUTE, INC. (d/b/a UMC FREE CLINIC), ATTACHED HERETO AS EXHIBIT "A," FOR FREE CLINIC MEDICAL SERVICES, PURSUANT TO SEC. 2-125 OF THE TOWN'S CODE OF ORDINANCES; AUTHORIZING THE TOWN

MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

9.8 Consideration and Approval of a Resolution adopting the proposed Millage Rate for FY 2026–2027 and setting the dates and times for the Tentative Budget Public hearing and the Final Budget Public Hearing, pursuant to FS 200.065. It is suggested the Tentative Budget Hearing be held on September 9, 2026, at 6:00 p.m. and the Final Budget Hearing on September 23, 2026, at 6:00 p.m. — Sponsored by Interim Town Manager Sigerson

RESOLUTION NO: 2026-053

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A PROPOSED OPERATING MILLAGE RATE OF _____ MILLS FOR THE FISCAL YEAR 2026-2027 COMMENCING OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2027; SETTING A DATE AND TIME FOR THE FIRST PUBLIC HEARING TO CONSIDER THE TENTATIVE MILLAGE RATE AND TENTATIVE BUDGET AND A DATE AND TIME FOR THE FINAL PUBLIC HEARING TO ADOPT THE FINAL MILLAGE RATE AND BUDGET; PROVIDING FOR DIRECTIONS TO THE TOWN MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

9.9 Consideration and approval of Budget Amendment — Sponsored by Interim Town Manager Sigerson

RESOLUTION NO: 2026-055

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING THE FISCAL YEAR 2025-2026 TOWN BUDGET ADOPTED ON DECEMBER 1, 2025 PURSUANT TO RESOLUTION NO. 2025-078, AS AMENDED; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2025-2026 FOR THE TOWN, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

9.10 Consideration and approval of CCNA Architectural Agreements – Sponsored by Public Services Director Odoms and Procurement Administrator Woodbury

RESOLUTION NO: 2026-056

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING CONTINUING SERVICES CONTRACTS WITH CPH CONSULTING, CPZ ARCHITECTS, JORGE GUTIERREZ ARCHITECTS, AND WEST CONSTRUCTION AND DESIGN PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 25-02, ATTACHED HERETO AS EXHIBITS A-D; AUTHORIZING THE EXECUTION OF THE AGREEMENTS AND DIRECTING THE APPROPRIATE TOWN OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

9.11 Consideration and approval of the updated Organizational Charts for all Town Hall Departments — Sponsored by Interim Town Manager Sigerson

9.12 Consideration and approval of Ford Vehicle Maintenance Plan Quote - Sponsored by Chief DeCoursey

9.13 Approval of Minutes — Sponsored by Town Clerk Garcia-Lima

April 01, 2026- Special Commission Meeting

April 8, 2026 - Regular Commission Meeting

April 20, 2026 - Roundtable Commission Meeting

9.14 Motion to approve to extend the agreement for Lobbyist Jordan Connors — Sponsored by Interim Town Manager Sigerson

10. DISCUSSION

10.1 Discussion on Building Code Enforcement Actions 3120 - Sponsored by Mayor Jacobs

10.2 Discussion on the Building Department and EOC Construction on the third floor — Sponsored by Mayor Jacobs

10.3 Discussion on Fire Fee and Milage Rate — Sponsored by Mayor Jacobs

10.4 Discussion of Budget Amendment authority for the Town Manager during the 2026 summer recess — Sponsored by Interim Town Manager Sigerson

10.5 Discussion and possible action regarding attorney fees for David Lynch - Sponsored by Clerk Commissioner Hodgkins

10.6 Discussion and possible action for indemnification for David Lynch with regard to the lawsuit filed against him by Mayor Jacobs - Sponsored by Clerk Commissioner Hodgkins

10.7 Discussion on Design and Architecture Plans for the Community Center – Sponsored by Commissioner Mohammed

11. ATTORNEY COMMENTS

12. TOWN MANAGER COMMENTS

13. COMMISSIONER COMMENTS

14. ANNOUNCEMENTS

14.1 Regular Commission meeting, Wednesday, June 10, 2026, at 7:00 p.m.

Special Magistrate Hearing, Wednesday, June 17, 2026, at 9:00 a.m.

Budget Workshop meeting, Wednesday, August 26, 2026, at 5:00 p.m.

Workshop Commission meeting, Wednesday, August 26, 2026, at 6:00 p.m.

SPECIAL EVENTS

Food Giveaways:

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

Saturday, June 27, 2026, at 9:00 a.m.

Saturday, July 25, 2026, at 9:00 a.m.

Saturday, August 29, 2026, at 9:00 a.m.

Bookbag Giveaway

Saturday, August 8, 2026, 10:00 a.m.

Broward County Property Appraiser — Homestead Mobile Exemption Education Team

Tuesday, June 16, 2026, at 11:30 a.m. through 1:00 p.m.

Tuesday, August 18, 2026, at 11:30 a.m. through 1:00 p.m.

15. 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 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.

Cynthia Garcia-Lima
Town Clerk

Agenda Item Report

Subject:	Presentation regarding Holiday Park Force Main Replacement Project — Sponsored by Public Services Director Odoms
Meeting Date:	Workshop Commission Meeting - May 27, 2026
Prepared For:	Workshop Commission
Staff Conact:	
Dept/Group:	Public Services
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. presentation

⚠ EMERGENCY REPAIR PROJECT

Force Main Relocation Holiday Park

Town of Pembroke Park

Contractor: Southeastern Engineering Contractors, Inc.

May 2026

PROJECT

8” Force Main Relocation
Holiday Park

LOCATION

Marine Dr / Pond Dr
Pembroke Park, FL 33009

CONTRACT AMOUNT:

$294,781.62

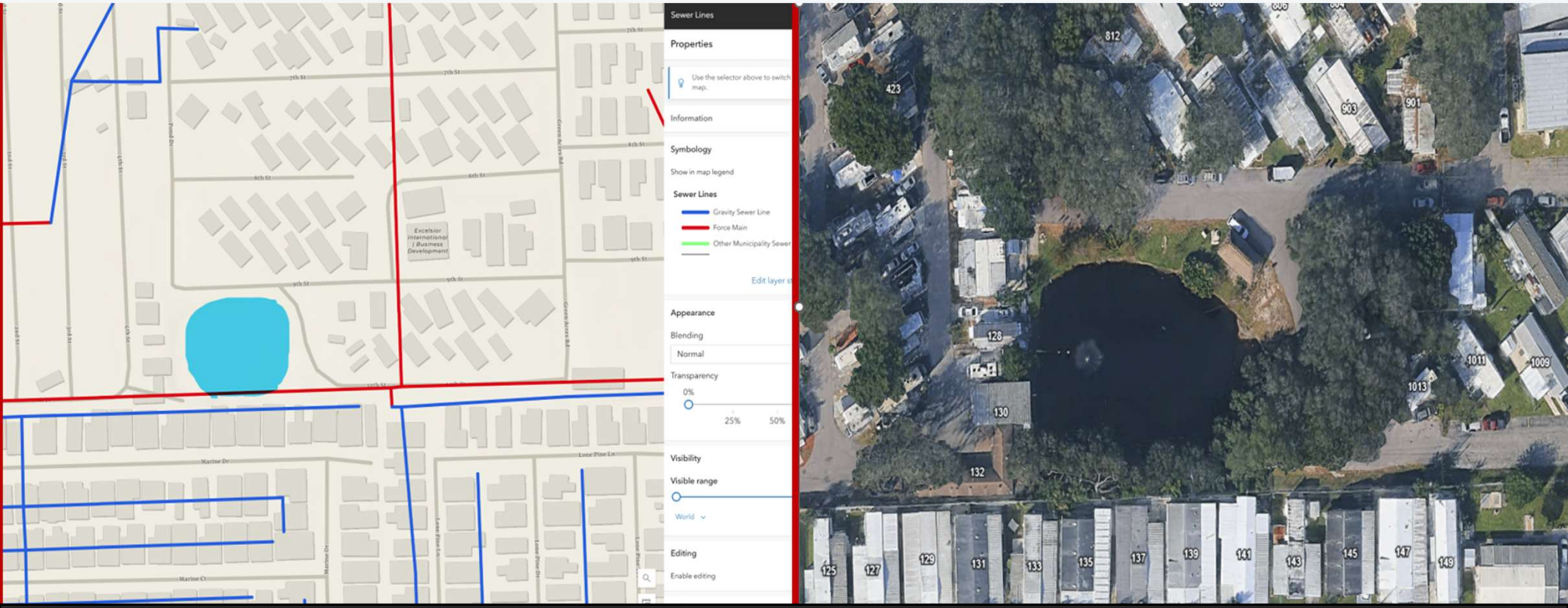
DURATION

April 20, 2026 –
May 11, 2026

STATUS

COMPLETE

SITE LOCATION— PRE-CONSTRUCTION ARIEL VIEW



Wetland Setting/Open Retention Pond/Immediate SSO Risk Zone

BEFORE

EXISTING CONDITIONS — PRE-CONSTRUCTION



Existing force main route — adjacent to retention pond



Corroded exposed pipe — deterioration evident at waterway edge

BEFORE

CONDITION ASSESSMENT — KEY FINDINGS



Severely corroded force main pipe at waterway edge

FIELD FINDINGS

- Pipe located in environmentally sensitive area adjacent to retention pond
- Severe external corrosion has compromised pipe wall integrity.
- Possible joint separation indicated by visible pipe deflection and bending.
- Root intrusion is likely given pipeline placement.
- Field assessment confirmed: no repair option. Full relocation required
- Imminent risk of sanitary sewer overflow (SSO) into open waterway

EMERGENCY RESPONSE AUTHORIZED — APRIL 2026

8" FORCE MAIN LAKE CROSSING — KNOWN CONDITIONS

KNOWN CONDITIONS

- 8-inch ductile iron (DI) force main — approx. 197 ft crossing a lake
- Aged pipe installed along existing lake alignment
- Active bank erosion has caused loss of soil support
- Pipe is partially exposed due to erosion
- Continued erosion poses structural failure risk and potential SSO into the lake

KEY UNKNOWNS

? Depth of the lake along the force main alignment

? Extent, severity, and ongoing activity of bank erosion

? Subsurface conditions beneath the lake

? Remaining structural service life of the existing DI pipe

? Feasibility of bank stabilization alone as a long-term solution

⚠ RISK OF WASTEWATER RELEASE INTO LAKE

CONSTRUCTION METHOD — DECISION & RATIONALE

OPTION A — Horizontal Directional Drilling (HDD)

NOT SELECTED

Two HDD contractors were consulted. Both raised concerns:

- Risk of pond contamination during drilling operations.
- Presence of potential unknown utilities beneath the lake.
- Estimated 4-6 weeks mobilization window was not available.

OPTION B — Open-Cut Trenching Around the Pond

✓ SELECTED

Open-cut trenching was immediately available and eliminated all HDD risks:

- No risk of pond contamination.
- Unknown utilities were not a factor
- An open trench allowed full visual control of the excavation
- Immediate mobilization was available to proceed without delay
- Critical in an emergency, a 4–6 week HDD mobilization window was not available

✓ **DECISION: Open-cut trenching around the pond was selected as the safest, fastest, and most practical method given the emergency conditions.**

DURING

PHASE 1 — EXCAVATION & PIPE REMOVAL | Apr 20, 2026



Initial excavation, 147 Marine Dr: old deteriorated pipe exposed



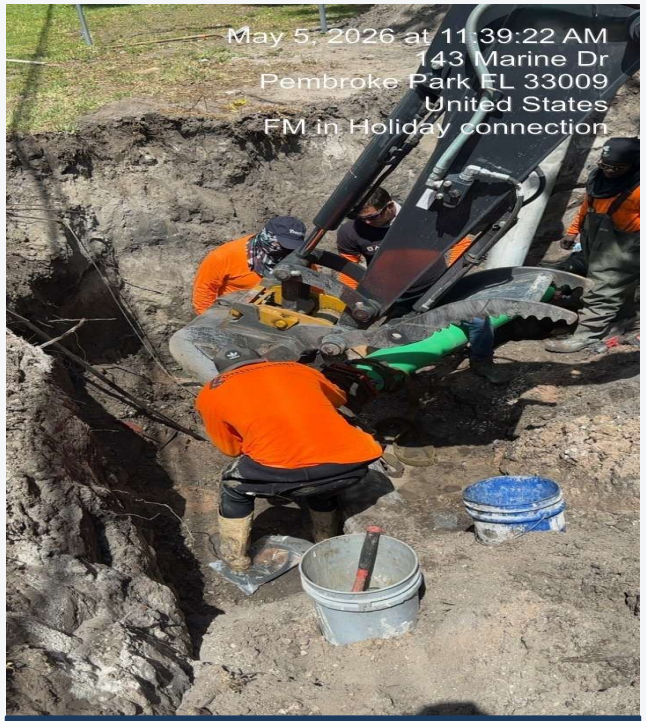
New HDPE force main installed in trench, Pond Dr alignment

DURING

PHASE 2 — CONNECTION WORK | May 5, 2026



Cutting out old deteriorated pipe at tie-in location



Crew installing new force main connection in excavation



New HDPE-to-ductile iron coupling & fittings in place

DURING

PHASE 3 — ROAD RESTORATION, PRESSURE TESTING & COMPACTION



Pressure Testing in Progress



Trench backfill & compaction in progress

✓ Pipeline Pressure Test — PASSED

Hydrostatic pressure test conducted on the new force main at 143 Marine Dr (May 1, 2026). The pressure gauge confirmed that the system maintained operating pressure throughout the full test duration. Pipe integrity verified prior to service restoration.

✓ Soil Compaction — COMPLETED

All trench backfill compacted per project specification following pipe installation. Compaction verified prior to surface course restoration, ensuring long-term structural support for both the pipe bedding and roadway.

AFTER

RESTORATION COMPLETE | May 8–11, 2026



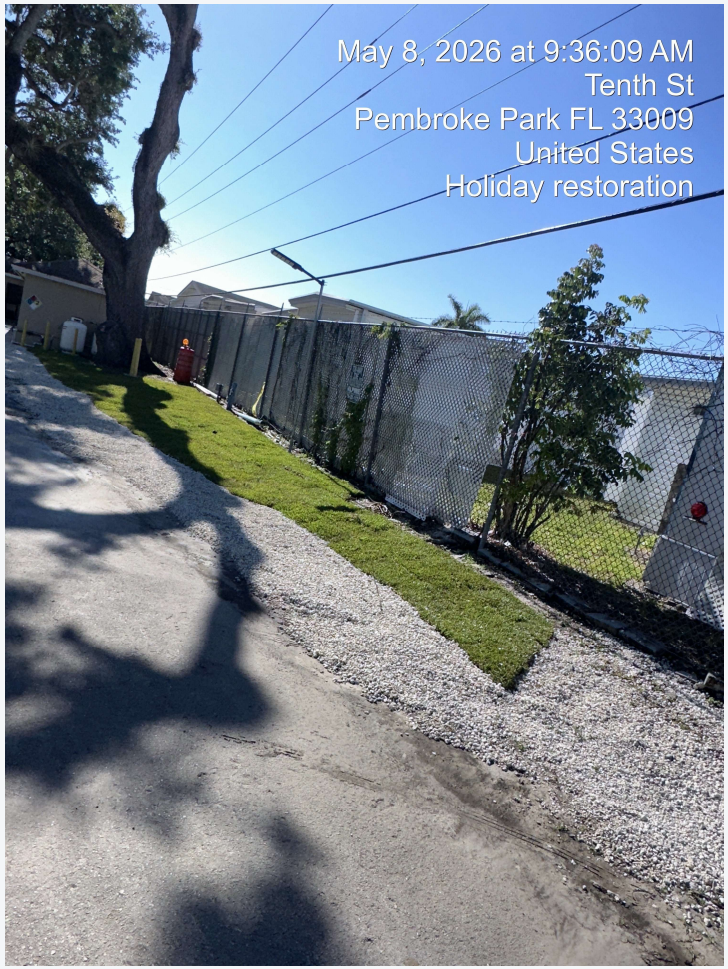
Site restored and accessible, 143 Marine Dr



Full road restoration complete, Holiday Park residential streets

AFTER

SITE RESTORATION & PROJECT CLOSEOUT | May 11, 2026



COMPLETION CHECKLIST

- ✓ New HDPE force main fully installed & connected
- ✓ Pipeline pressure test — PASSED
- ✓ Soil compaction completed per specification
- ✓ Old deteriorated pipe removed from service
- ✓ All excavation areas backfilled & compacted
- ✓ Road surface and base course restored
- ✓ Site cleanup & contractor demobilization complete
- ✓ As-built drawings submitted to the Town of Pembroke Park
- ✓ Work satisfactorily completed — May 11, 2026

PROJECT TIMELINE — 21 DAYS | April 20, 2026 – May 11, 2026

01	02	03	04	05
Apr 2026	Apr 20, 2026	Apr 27, 2026	May 1–5, 2026	May 15, 2026 - Projected
Emergency Declaration	**Mobilization & Excavation**	**New Pipe Installation**	**Connection, Testing & QA**	**Closeout & As-Builts**
Emergency procurement authorized. RFP 24-06R issued & awarded to South Eastern Engineering Contractors, Inc.	Contractor mobilizes. Excavation begins at 147 Marine Dr. Old deteriorated pipe exposed and removed.	New HDPE force main installed in trench along Pond Dr. Soil compacted per specification.	Tie-in connections complete. Hydrostatic pressure test passed. Road base restored.	Full site restoration complete. As-built drawings are pending submission. Work satisfactorily completed.

WHY THIS PROJECT WAS NECESSARY

⚠ Aging & Deteriorated Infrastructure

The existing force main serving Holiday Park exhibited severe deterioration, corrosion, joint failures, and structural compromise consistent with end-of-life conditions. The pipe ran through an environmentally sensitive area adjacent to a retention pond.

Environmental & Public Health Risk

The force main's proximity to the pond and residential properties created an imminent risk of sanitary sewer overflow (SSO), threatening groundwater quality and the health and safety of Holiday Park residents.

Regulatory Exposure

Failure to act would have exposed the Town of Pembroke Park to enforcement action under state and federal environmental regulations governing sewer infrastructure and SSO prevention.

No Viable Repair Option

The existing force main remained operational, however, its age, location adjacent to the lake, and active bank erosion made emergency relocation the only viable means of protecting the Town from severe health and regulatory consequences.

PROJECT DELIVERABLES & QUALITY ASSURANCE

As-Built Drawings

Pending

Complete as-built drawings documenting the final installed alignment, elevations, fittings, and connections for the new HDPE force main.

Pipeline Pressure Test — PASSED

PASSED

Hydrostatic pressure test conducted on the new force main at 143 Marine Dr on May 1, 2026. The system maintained operating pressure throughout the full test duration. Pipe integrity confirmed prior to service restoration.

Soil Compaction — COMPLETED

COMPLETED

All trench backfill compacted per project specification following pipe installation. Compaction verified prior to surface course restoration to ensure long-term structural support for the pipe bedding and roadway.

Photographic Documentation

ON FILE

Pre-construction, active construction, and post-restoration. Date, time, and location metadata are embedded in images. Retained as part of the project record.

Project Summary

Emergency FM Relocation — Holiday Park Successfully Completed

- ✓ Deteriorated force main fully replaced — environmental risk eliminated
- ✓ New HDPE force main installed, pressure-tested & commissioned
- ✓ Soil compacted per specification — structural integrity confirmed
- ✓ 21-day emergency response (April 20, 2026 – May 11, 2026)
- ✓ Full site and road restoration completed
- ✓ As-built drawings submitted to the Town of Pembroke Park - Pending

⚠ NEXT STEP: Approval for payment

TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

AT A GLANCE

LOCATION

Holiday Park
Marine Dr / Pond Dr

DURATION

21 Days
April 20, 2026 –
May 11, 2026

CONTRACT VALUE

$226,178.36

CONTRACTOR

South Eastern Engineering Contractors, Inc.

OUTCOME

COMPLETE ✓

Agenda Item Report

Subject:	Police Department Report - Sponsored by Chief DeCoursey
Meeting Date:	Workshop Commission Meeting - May 27, 2026
Prepared For:	Workshop Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Commission Report - May 2026
2. Calls for Service Monthly Report (7)
3. May Administrative Report 2026

Monthly Commission Report
April 21, 2026, through May 17, 2026

April 21, 2026

- **Case #PKPD26OFF005544**
  Incident: **Runaway/Missing Juvenile**
  Location: 3238 SW 52 Ave.

April 22, 2026

- **Case #PKPD26OFF005585**
  Incident: **Verbal Disturbance**
  Location: 3215 SW 52 Ave. #21

April 23, 2026

- **Case #PKPD26OFF005620**
  Incident: **Stolen Vehicle Recovery**
  Location: 2550 S. Park Rd. - All Ways Towing

April 24, 2026

- **Case #PKPD26OFF005639**
  Incident: **Kidnapping w/Firearm & Aggravated Battery w/Deadly Weapon**
  Location: Scarlett's Cabaret
- **Case #PKPD26OFF005680**
  Incident: **Suspicious Incident**
  Location: 5100 SW 41 St. #301

April 26, 2026

- **Case #PKPD26OFF005782**
  Incident: **Warrant Arrest / Baker Act**
  Location: 3990 W. Hallandale Beach Blvd. – Orion Gas Station
- **Case #PKPD26OFF005786**
  Incident: **Trespass / Petit Theft Arrest**
  Location: 5551 W. Hallandale Beach Blvd. – Marathon Gas Station

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April 27, 2026

- **Case #PKPD26OFF005836**
  Incident: **Hit & Run (fatality)**
  Location: 4800 W. Hallandale Beach Blvd.

April 28, 2026

- **Case #PKPD26OFF005858**
  Incident: **Grand Theft**

Location: 5551 W. Hallandale Beach Blvd. - Marathon Gas Station

- **Case #PKPD26OFF005862**
  Incident: **Warrant Arrest**
- **Case #PKPD26OFF005865**
  Incident: **Baker Act**
  Location: 5100 SW 41 Street – Condado Real Apts.

April 30, 2026

- **Case #PKPD26OFF005949**
  Incident: **Domestic Disturbance**
  Location: 5100 SW 41 St., Apt. 322
- **Case #PKPD26OFF005960**
  Incident: **AOA – BSO West Park (Domestic w/deadly weapon)**

May 03, 2026

- **Case #PKPD26OFF006103**
  Incident: **Domestic Battery / Agg. Assault (Domestic Violence)**
  Location: 5100 SW 41 St. - Condado Real Apts.

May 04, 2026

- **Case #PKPD26OFF006121**
  Incident: **Delinquency of a Child**
  Location: 3550 SW 48 Ave. – Lake Forest ES
- **Case #PKPD26OFF006174**
  Incident: **Probable Cause for Domestic Battery & False Imprisonment**
  Location: 2424 Charles Rd.
- **Case #PKPD26OFF006171**
  Incident: **Burglary Conveyance / Criminal Mischief X 6**
  Location: 4001 SW 52 Ave.
- **Case #PKPD26OFF006173**
  Incident: **Hit & Run w/Property Damage – no injuries**
  Location: 5590 W. Hallandale Beach Blvd.

May 05, 2026

- **Case #PKPD26OFF006177 / PKPD26OFF006178 / PKPD26OFF006181**
  Incident: **Burglary Conveyance Attempt**
  Location: **4805 SW 41 St. – Pembroke Villas Apt. Complex**
- **Case #PKPD26OFF006226**
  Incident: **Traffic Crash w/injuries**
  Location: Hallandale Beach Blvd. & I-95 NB Ramp

May 06, 2026

- **Case #PKPD26OFF006252**
  Incident: **Domestic Disturbance**
  Location: 4809 SW 41 St.,Apt. 206
- **Case #PKPD26OFF006275**
  Incident: **Warrant Arrest**
  Location: I-95 & Hallandale Beach Blvd.

May 07, 2026

- **Case #PKPD26OFF006292**

Incident: **Baker Act**
Location: 2400 S. Park Rd., Apt. 214

- **Case #PKPD26OFF006293**
  Incident: **Information**
  Location: Airbnb – unknown address / report taken via phone
- **Case #PKPD26OFF006309**
  Incident: **Battery Arrest**
  Location: 3439 SW 52 Ave.

May 09, 2026

- **Case #L2226050900006387**
  Incident: **Trespass Warning**
  Location: 3000 W. Hallandale Beach Blvd. (I-95 Overpass)
- **Case #PKPD26OFF006393**
  Incident: **Discharged Firearm**
  Location: 3131 SW 19 St. – Pembroke Gun & Range
- **Case #L22260509000006447**
  Incident: **AOA – BSO Traffic Homicide Unit**
  Location: SW 46 Ave. & Pembroke Rd.
- **Case #PKPD26OFF006451**
  Incident: Shooting / Murder
  Location: 3990 W. Hallandale Beach Blvd. – Orion Gas Station

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May 10, 2026

- **Case #PKPD26OFF006458**
  Incident: **Petit Theft**
  Location: RaceTrac
- **Case #PKPD26OFF006466**
  Incident: **Grand Theft Auto X2**
  Location: 3107 W. Hallandale Beach Blvd. #103
- **Case #PKPD26OFF006470**
  Incident: **Dating Violence**
  Location: 3881 SW 52 Ave., Apt.103

May 11, 2026

- **Case #PKPD26OFF006515**
  Incident: **Domestic Violence**
  Location: 3120 W. Hallandale Beach Blvd., Apt. 232

May 12, 2026

- **Case #PKPD26OFF006583**
  Incident: **Stolen Vehicle Recovery**
  Location: 2550 S. Park Rd., Apt. #232
- **Case #PKPD26OFF006592**
  Incident: **Wanted Person**
  Location: 3215 SW 52 Ave., Apt. #21

May 13, 2026

- **Case #PKPD26OFF006621**
  Incident: **Grand Theft Auto**

Location: 3730 SW 48 Ave., Apt. 105

- **Case #PKPD26OFF006623**
  Incident: **Information**
  Location: 3550 SW 48 Ave. - Lake Forest ES

May 14, 2026

- **Case #PKPD26OFF006621**
  Incident: **Domestic Violence Battery**
  Location: Pembroke Park Apts.
- **Case #PKPD26OFF006684**
  Incident: **AOA – BSO West Park**
  Location: 4750 SW 21 Street
- **Case #PKPD26OFF006695 / PKPD26OFF006696**
  Incident: **Petit Theft**
  Location: RaceTrac & Wawa

May 15, 2026

- **Case #PKPD26OFF006739**
  Incident: **Information Report**
  Location: 3800 Block of SW 52 Ave.
- **Case #PKPD26OFF006742**
  Incident: **Baker Act**
  Location: 3520 SW 52 Ave. – Watkins ES

May 16, 2026

- **Case PKPD26OFF006789**
  Incident: **Domestic Battery & Obstruct Police**
  Location: 4805 SW 41 St., Apt. #205

May 17, 2026

- **Case #PKPD26OFF006819**
  Incident: **Retail Theft**
  Location: 3996 Pembroke Rd. - RaceTrac

CALLS FOR SERVICE : April 20th - May 18th 2026	
INCIDENT TYPE	
TRAFFIC INCIDENTS	
HIT & RUN - 3	**8**
HIT & RUN ON HIGHWAY - 3H	**0**
HIT & RUN WITH INJURIES - 3I	**1**
ACCIDENT - Minor - 04	**34**
ACCIDENT ROLLOVER/EXTRACTION - 4E	**0**
ACCIDENT WITH INJURIES - 4I	**9**
ACCIDENT WITH FIRE - 4VF	**0**
TOTAL TRAFFIC INCIDENTS	**52**
ALARM CALLS	
AUDIBLE/INTRUSION ALARM - 49A	**58**
HOLD UP ALARM - 49H	**2**
SILENT ALARM - 49S	**6**
TOTAL ALARM CALLS	**66**
BURGLARY	
Attempt - 21A	**1**
Commercial - 21C	**0**
Residential - 21R	**0**
Vehicle - 21V	**5**
TOTAL BURGLARIES	**6**
GENERAL INCIDENTS	
DRUNK DRIVER - 01	**0**
STOLEN VEHICLE - 10	**3**
OFFICER NEEDS ASSISTANCE	**0**
TRAFFIC STOP (10-50)	**59**
STOLEN VEHICLE RECOVERED (10R)	**4**
ABANDONED VEHICLE - 11	**2**
RECKLESS DRIVER - 12	**3**
SUSPICIOUS PERSON - 13P	**14**
SUSPICIOUS VEHICLE -13V	**26**
INFORMATION -14	**30**
SPECIAL DETAIL - 15	**0**
FELONY WARRANT - 18	**0**
MISDEMEANOR WARRANT -19	**3**
HAZ-MAT INCIDENT	**0**
MULTIFAMILY STRUCTURE FIRE (Greater than 5 Units)	**0**
OUTSIDE FIRE	**0**
OT- ANY FIRE NOT OTHERWISE CATEGORIZED - 25	**0**
RESIDENTIAL FIRE - 25RS	**0**
SMOKE INVESTIGATION - 25SI	**0**
TANK FIRE	**0**

TRAIN AND RAIL COLLISION/DERAILMENT	**0**
TRAIN AND RAIL FIRE	**0**
VEHICLE FIRE - 25VF	**0**
VEHICLE FIRE (Commercial - Tankers, Semi-Trucks)	**0**
LARCENY - 30	**11**
ASSAULT - 31	**3**
SHOOTING - 33	**1**
STABBING - 34	**0**
SEXUAL ASSAULT - 35	**1**
SEXUAL ASSAULT- Attempt - 35A	**0**
FIGHT - 36	**0**
FIGHT AT SCHOOL - 36S	**0**
DISTURBANCE JUVENILE - 37	**0**
DISTURBANCE JUVENILE - School,Daycare,Child Facility - 37S	**0**
DOMESTIC DISTURBANCE - 38	**12**
DOMESTIC DISTURBANCE - VERBAL - 38V	**9**
VANDALISM - 40	**1**
ROBBERY - Armed - 41AR	**0**
ROBBERY - Home Invasion - 41HI	**0**
ROBBERY - Personal Business - 41SA	**0**
LEWD - LASCIVIOUS ACTS - 43	**1**
BOMB/CBRN THREAT - 46	**0**
MURDER (for close out) - 5	**1**
TRESPASSING - 51	**24**
TRESPASSING - School, Daycare Child Facility (51S)	**0**
FORGERY - COUNTERFEIT - 52	**0**
EMBEZZLEMENT - FRAUD - 53	**3**
EXPLOSION - 55	**0**
NARCOTICS - 57	**0**
ESCAPED PRISONER - 6	**0**
LARCENY - AUTO PARTS - 64	**0**
SHIPLIFTER - 65	**0**
MEDICAL - HEART ATTACK/ CARDIAC ARREST - 67HA	**0**
MEDICAL - INJURY - 67IJ	**1**
MEDICAL -TROUBLE BREATHING - 67TB	**1**
MEDICAL -UNKNOWN - 67UM	**1**
WEATHER/DISASTER - 68WD	**0**
ANIMAL SERVICE CALL - 69	**6**
DEAD PERSON - 7	**0**
ANIMAL ABUSE - 70AA	**0**
ANIMAL BITE - 70AB	**0**
PARKING COMPLAINTS - 73	**68**
ASSIST OTHER AGENCY - 76	**55**
CODE ENFORCEMENT - Water Restriction - 77WR	**0**

HARRASSMENT/STALKING/THREAT - 79	**0**
HARRASSMENT/STALKING/THREAT AT SCHOOL - 79S	**0**
MISSING PERSON- 8	**1**
SHOTS FIRED/WEAPONS COMPLAINT - 83	**0**
POSSIBLE WANTED PERSON/VEHICLE - 85	**2**
MISSING PERSON RECOVERED - 8R	**0**
STOLEN TAG - 9	**2**
911 HANG UP/ DROP OFF	**30**
STOLEN TAG ATTEMPT - 9A	**0**
STOLEN TAG RECOVERY - 9R	**0**
TOTAL GENERAL INCIDENTS	**378**
POLICE SERVICE CALLS - 68	
DISPOSITIONS:	
A - Written Report	**1**
B - No Written Report	**814**
C - Contact Made with Owner (Alarm)	**0**
E - Civil Assist	**0**
TOTAL POLICE SERVICE CALLS	**815**
ARRESTS	
FELONY	**4**
MISDEMEANOR	**10**
OTHER/CAPIAS	**0**
TOTAL ARRESTS	**14**
CITATIONS	**63**
WARNINGS	**10**
TOTAL CITATIONS	**73**
REPORTS	
FIBRS REPORTS	**86**
CRASH REPORTS	**42**
TOTAL REPORTS	**128**
Total Calls for Service :	**1532**

Town of Pembroke Park Police Department
3150 SW 52 Avenue, Pembroke Park, FL 33023
954-374-8639 Phone
www.tppfl.gov

May 2026 Administrative Report

This report provides a comprehensive overview of the Pembroke Park Police Department's administrative operations, training initiatives, community engagement efforts, and inter-agency collaboration for the end of April and May 2026. The Department remains committed to professional development, operational efficiency, and strengthening community partnerships.

Community Outreach and Special Events

On April 23, 2026, The Department participated in "Bring Your Child to Work Day," providing the children of Town employees with an opportunity to learn about law enforcement operations. Personnel demonstrated various aspects of police work, including access to a police vehicle, the Interview Room and a tour of the Department.

Training and Interagency Collaboration

On May 6, 2026, Captain Prichard attended the Law Enforcement Memorial Ceremony held at the Broward College Public Safety Institute. The ceremony honored fallen law enforcement officers and reinforced the Department's commitment to service, professionalism, and remembrance.

On May 8, 2026, Deputy Chief Ochoa attended the Emergency Operations Center (EOC) meeting with Town Directors to discuss planning and preparedness efforts for the upcoming hurricane season. Discussions focused on emergency response coordination, operational readiness, and continuity planning.

On May 13, 2026, A Department supervisor meeting was conducted to review current crime trends, discuss operational procedures, and prepare for the upcoming mock accreditation assessment. Leadership emphasized accountability, policy compliance, and organizational readiness.

On May 21, 2026, Command Staff attended the Broward County Civil Citation Program Meeting to discuss diversion program initiatives, procedural updates, and continued collaboration with partnering agencies throughout the county.

Mock Accreditation Assessment

On May 19th & May 20, 2026, The Department participated in a Mock Accreditation Assessment to evaluate compliance with accreditation standards and assess organizational preparedness. The mock assessment provides valuable feedback to strengthen policies, procedures, and operational practices ahead of future accreditation reviews.

Significant Arrest:

An arrest was made in connection with the attempted murder investigation stemming from a March 16, 2026 incident at Thirsty's Lounge. Detectives and patrol personnel worked collaboratively throughout the investigation, resulting in the successful apprehension of the suspect.

Staffing

On April 28, 2026, The Department hired Officer Okegbola, further strengthening staffing levels and supporting the Department's continued commitment to providing effective law enforcement services to the community.

Conclusion

The Pembroke Park Police Department continues to uphold high professional standards through proactive training, leadership development, operational preparedness, and meaningful community engagement. The Department remains focused on strengthening partnerships, enhancing public safety services, and maintaining organizational excellence in service to the residents and businesses of the Town of Pembroke Park.

Agenda Item Report

Subject:	Fire Department Report — Sponsored by Chief Kane
Meeting Date:	Workshop Commission Meeting - May 27, 2026
Prepared For:	Workshop Commission
Staff Conact:	
Dept/Group:	Administrative
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 03_PK_APRIL_2026

INCIDENTNUMBER	INCIDENTTYPEDESCRIPTION	BEATNAME	INCIDENTD	FIRSTUNITI
FPK26040300000554	MENTAL ILLNESS	27A	04/03/2026	04/03/2026
FPK26042500000705	COMMERCIAL STRUCTURE FIRE	27A	04/25/2026	04/25/2026
FPK26041000000601	ELECTRICAL UTILITY FIRE	27B	04/10/2026	04/10/2026
FPK26041700000650	ELECTRICAL UTILITY FIRE	27B	04/17/2026	04/17/2026
FPK26041700000651	ELECTRICAL UTILITY FIRE	27B	04/17/2026	04/17/2026
FPK26040700000583	HIGH RISE FIRE	27A	04/07/2026	04/07/2026
FPK26042400000701	MULTIFAMILY STRUCTURE FIRE (GREATER THAN	27A	04/24/2026	04/24/2026
FPK26041300000617	OUTSIDE FIRE	27B	04/13/2026	04/13/2026
FPK26042100000681	ODOR (STRANGE/UNKNOWN)	27A	04/21/2026	04/21/2026
FPK26041300000611	ASSAULT	27A	04/13/2026	04/13/2026
FPK26041300000621	ASSAULT	27B	04/13/2026	04/13/2026
FPK26042300000690	ASSAULT	27B	04/23/2026	04/23/2026
FPK26042600000707	ASSAULT	27A	04/26/2026	04/26/2026
FPK26042000000678	ASSAULT	27B	04/20/2026	04/20/2026
FPK26040300000556	SUICIDE ATTEMPT	27B	04/03/2026	04/03/2026
FPK26041300000618	SUICIDE ATTEMPT	27A	04/13/2026	04/13/2026
FPK26041600000649	SUICIDE ATTEMPT	27A	04/16/2026	04/16/2026
FPK26040200000553	SHOOTING	27B	04/02/2026	04/02/2026
FPK26040900000597	SHOOTING	27B	04/09/2026	04/09/2026
FPK26040900000592	FIGHT	27Y1	04/09/2026	04/09/2026
FPK26043000000734	FIGHT	27B	04/30/2026	04/30/2026
FPK26041900000671	DOMESTIC DISTURBANCE	27A	04/19/2026	04/19/2026
FPK26041300000620	HIT AND RUN WITH INJURIES	27B	04/13/2026	04/13/2026
FPK26041400000629	HIT AND RUN WITH INJURIES	27A	04/14/2026	04/14/2026
FPK26042700000722	HIT AND RUN WITH INJURIES	27A	04/27/2026	04/27/2026
FPK26042900000731	TRAFFIC ACCIDENT STANDBY	27B	04/29/2026	04/29/2026
FPK26040800000588	FIRE ALARM - COMMERCIAL STRUCTURE	27A	04/08/2026	04/08/2026
FPK26040900000596	FIRE ALARM - COMMERCIAL STRUCTURE	27B	04/09/2026	04/09/2026
FPK26041300000616	FIRE ALARM - COMMERCIAL STRUCTURE	27B	04/13/2026	04/13/2026
FPK26041600000641	FIRE ALARM - COMMERCIAL STRUCTURE	27A	04/16/2026	04/16/2026
FPK26041600000644	FIRE ALARM - COMMERCIAL STRUCTURE	27B	04/16/2026	04/16/2026
FPK26042300000686	FIRE ALARM - COMMERCIAL STRUCTURE	27B	04/23/2026	04/23/2026
FPK26042600000710	FIRE ALARM - COMMERCIAL STRUCTURE	27B	04/26/2026	04/26/2026
FPK26042700000716	FIRE ALARM - COMMERCIAL STRUCTURE	27B	04/27/2026	04/27/2026
FPK26042900000729	FIRE ALARM - COMMERCIAL STRUCTURE	27B	04/29/2026	04/29/2026
FPK26042900000732	FIRE ALARM - COMMERCIAL STRUCTURE	27B	04/29/2026	04/29/2026
FPK26040700000577	MEDICAL ALARM	27B	04/07/2026	04/07/2026
FPK26040800000587	MEDICAL ALARM	27B	04/08/2026	04/08/2026
FPK26040900000594	MEDICAL ALARM	27B	04/09/2026	04/09/2026
FPK26042500000706	FIRE ALARM - RESIDENTIAL	27B	04/25/2026	04/25/2026
FPK26040200000547	ACCIDENT ROLLOVER OR EXTRICATION	27Y2	04/02/2026	04/02/2026
FPK26040200000548	ACCIDENT ROLLOVER OR EXTRICATION	27Y2	04/02/2026	04/02/2026
FPK26040200000549	ACCIDENT ROLLOVER OR EXTRICATION	27Y2	04/02/2026	04/02/2026
FPK26041900000664	ACCIDENT ROLLOVER OR EXTRICATION	27Y1	04/19/2026	04/19/2026
FPK26041900000666	ACCIDENT ROLLOVER OR EXTRICATION	27Y2	04/19/2026	04/19/2026
FPK26042300000692	ACCIDENT ROLLOVER OR EXTRICATION	27Y2	04/23/2026	04/23/2026
FPK26040200000550	ACCIDENT HIGHWAY	27Y1	04/02/2026	04/02/2026

FPK26040300000561	ACCIDENT HIGHWAY	27Y2	04/03/202604/03/2026
FPK26040300000562	ACCIDENT HIGHWAY	27Y2	04/03/202601/01/0001
FPK26040400000565	ACCIDENT HIGHWAY	27Y1	04/04/202604/04/2026
FPK26040400000568	ACCIDENT HIGHWAY	27Y1	04/04/202604/04/2026
FPK26040400000569	ACCIDENT HIGHWAY	27Y1	04/04/202601/01/0001
FPK26040400000570	ACCIDENT HIGHWAY	27Y1	04/04/202604/04/2026
FPK26040700000578	ACCIDENT HIGHWAY	27Y1	04/07/202604/07/2026
FPK26040700000579	ACCIDENT HIGHWAY	27Y1	04/07/202601/01/0001
FPK26040700000584	ACCIDENT HIGHWAY	27Y1	04/07/202604/07/2026
FPK26041200000609	ACCIDENT HIGHWAY	27Y1	04/12/202604/12/2026
FPK26041200000610	ACCIDENT HIGHWAY	27Y1	04/12/202604/12/2026
FPK26041300000613	ACCIDENT HIGHWAY	27Y1	04/13/202604/13/2026
FPK26041500000637	ACCIDENT HIGHWAY	27Y2	04/15/202604/15/2026
FPK26041300000614	ACCIDENT HIGHWAY	27Y1	04/13/202604/13/2026
FPK26042000000677	ACCIDENT HIGHWAY	27Y2	04/20/202604/20/2026
FPK26042200000684	ACCIDENT HIGHWAY	27Y2	04/22/202604/22/2026
FPK26042300000687	ACCIDENT HIGHWAY	27Y1	04/23/202604/23/2026
FPK26042400000695	ACCIDENT HIGHWAY	27Y1	04/24/202604/24/2026
FPK26042500000702	ACCIDENT HIGHWAY	27Y1	04/25/202604/25/2026
FPK26042600000712	ACCIDENT HIGHWAY	27Y2	04/26/202604/26/2026
FPK26042800000724	ACCIDENT HIGHWAY	27Y2	04/28/202604/28/2026
FPK26042900000728	ACCIDENT HIGHWAY	27Y1	04/29/202604/29/2026
FPK26041900000672	ACCIDENT HIGHWAY	27Y1	04/19/202604/19/2026
FPK26040300000563	ACCIDENT WITH INJURIES	27Y2	04/03/202601/01/0001
FPK26040800000589	ACCIDENT WITH INJURIES	27B	04/08/202604/08/2026
FPK26041600000643	ACCIDENT WITH INJURIES	27B	04/16/202604/16/2026
FPK26042200000683	ACCIDENT WITH INJURIES	27B	04/22/202604/22/2026
FPK26042200000682	ACCIDENT WITH INJURIES	27B	04/22/202604/22/2026
FPK26042400000698	ACCIDENT WITH INJURIES	27B	04/24/202604/24/2026
FPK26042900000733	ACCIDENT WITH INJURIES	27B	04/29/202604/29/2026
FPK26041300000612	ABDOMINAL PAIN	27A	04/13/202604/13/2026
FPK26041600000642	ABDOMINAL PAIN	27B	04/16/202604/16/2026
FPK26040300000559	CHEST PAINS NON-TRAUMATIC	27A	04/03/202604/03/2026
FPK26040500000572	CHEST PAINS NON-TRAUMATIC	27A	04/05/202604/05/2026
FPK26040800000585	CHEST PAINS NON-TRAUMATIC	27A	04/08/202604/08/2026
FPK26040400000567	CHEST PAINS NON-TRAUMATIC	27A	04/04/202604/04/2026
FPK26041600000647	CHEST PAINS NON-TRAUMATIC	27A	04/16/202604/16/2026
FPK26041500000634	CHEST PAINS NON-TRAUMATIC	27A	04/15/202604/15/2026
FPK26042600000709	CHEST PAINS NON-TRAUMATIC	27A	04/26/202604/26/2026
FPK26042900000727	CHEST PAINS NON-TRAUMATIC	27A	04/29/202604/29/2026
FPK26040500000571	DIABETIC	27A	04/05/202604/05/2026
FPK26041700000658	FALL NO INJURY	27A	04/17/202604/17/2026
FPK26042600000715	FALL NO INJURY	27A	04/26/202604/26/2026
FPK26042700000719	FALL NO INJURY	27A	04/27/202604/27/2026
FPK26042400000697	FALL NO INJURY	27A	04/24/202604/24/2026
FPK26040200000552	FALL INJURY	27B	04/02/202604/02/2026
FPK26040300000558	FALL INJURY	27A	04/03/202604/03/2026
FPK26040600000574	FALL INJURY	27B	04/06/202604/06/2026

FPK26041400000625	FALL INJURY	27A	04/14/2026
FPK26041400000624	FALL INJURY	27A	04/14/2026
FPK26041400000627	FALL INJURY	27A	04/14/2026
FPK26041500000635	FALL INJURY	27A	04/15/2026
FPK26041400000626	FALL INJURY	27A	04/14/2026
FPK26041500000636	FALL INJURY	27A	04/15/2026
FPK26041600000645	FALL INJURY	27A	04/16/2026
FPK26041500000639	FALL INJURY	27A	04/15/2026
FPK26040900000595	FALL INJURY	27A	04/09/2026
FPK26042400000694	FALL INJURY	27A	04/24/2026
FPK26042400000699	FALL INJURY	27A	04/24/2026
FPK26042500000703	FALL INJURY	27A	04/25/2026
FPK26042700000721	FALL INJURY	27A	04/27/2026
FPK26042700000723	FALL INJURY	27A	04/27/2026
FPK26043000000735	FALL INJURY	27A	04/30/2026
FPK26041400000623	FALL INJURY	27A	04/14/2026
FPK26041200000608	HEADACHE	27A	04/12/2026
FPK26041500000632	HEMORRHAGE OR LACERATION	27A	04/15/2026
FPK26041800000661	HEMORRHAGE OR LACERATION	27A	04/18/2026
FPK26041900000663	HEMORRHAGE OR LACERATION	27A	04/19/2026
FPK26041400000630	HEMORRHAGE OR LACERATION	27A	04/14/2026
FPK26042700000717	HEART PROBLEMS	27A	04/27/2026
FPK26042300000691	INJURY	27B	04/23/2026
FPK26042600000713	INJURY	27B	04/26/2026
FPK26041200000607	OVERDOSE OR POISONING	27B	04/12/2026
FPK26041500000638	OVERDOSE OR POISONING	27A	04/15/2026
FPK26040500000573	UNCONSCIOUS OR FAINTING	27B	04/05/2026
FPK26040700000580	UNCONSCIOUS OR FAINTING	27A	04/07/2026
FPK26040900000593	UNCONSCIOUS OR FAINTING	27B	04/09/2026
FPK26041000000600	UNCONSCIOUS OR FAINTING	27B	04/10/2026
FPK26041400000628	UNCONSCIOUS OR FAINTING	27A	04/14/2026
FPK26041000000599	UNCONSCIOUS OR FAINTING	27A	04/10/2026
FPK26041300000619	UNCONSCIOUS OR FAINTING	27A	04/13/2026
FPK26041700000656	UNCONSCIOUS OR FAINTING	27B	04/17/2026
FPK26041900000675	UNCONSCIOUS OR FAINTING	27B	04/19/2026
FPK26041900000667	UNCONSCIOUS OR FAINTING	27A	04/19/2026
FPK26042300000688	UNCONSCIOUS OR FAINTING	27A	04/23/2026
FPK26042600000711	UNCONSCIOUS OR FAINTING	27B	04/26/2026
FPK26041700000657	UNCONSCIOUS OR FAINTING	27A	04/17/2026
FPK26040300000555	SICK PERSON	27A	04/03/2026
FPK26040300000557	SICK PERSON	27A	04/03/2026
FPK26040400000564	SICK PERSON	27A	04/04/2026
FPK26040300000560	SICK PERSON	27A	04/03/2026
FPK26040700000581	SICK PERSON	27A	04/07/2026
FPK26041300000615	SICK PERSON	27A	04/13/2026
FPK26041600000648	SICK PERSON	27A	04/16/2026
FPK26041900000665	SICK PERSON	27A	04/19/2026
FPK26041900000673	SICK PERSON	27A	04/19/2026

FPK26041900000668	SICK PERSON	27A	04/19/2026 04/19/2026
FPK26041900000676	SICK PERSON	27A	04/19/2026 04/19/2026
FPK26041800000660	SICK PERSON	27B	04/18/2026 04/18/2026
FPK26042300000689	SICK PERSON	27A	04/23/2026 04/23/2026
FPK26042600000708	SICK PERSON	27A	04/26/2026 04/26/2026
FPK26042400000693	SICK PERSON	27B	04/24/2026 04/24/2026
FPK26043000000736	SICK PERSON	27Y1	04/30/2026 04/30/2026
FPK26042900000730	SICK PERSON	27A	04/29/2026 04/29/2026
FPK26041900000674	SICK PERSON	27A	04/19/2026 04/19/2026
FPK26042700000718	SICK PERSON	27B	04/27/2026 04/27/2026
FPK26040900000591	STROKE	27A	04/09/2026 04/09/2026
FPK26040600000575	SEIZURE	27A	04/06/2026 04/06/2026
FPK26041100000603	SEIZURE	27B	04/11/2026 04/11/2026
FPK26041400000622	SEIZURE	27A	04/14/2026 04/14/2026
FPK26041600000640	SEIZURE	27A	04/16/2026 04/16/2026
FPK26041600000646	SEIZURE	27A	04/16/2026 04/16/2026
FPK26042100000680	SEIZURE	27A	04/21/2026 04/21/2026
FPK26042200000685	SEIZURE	27A	04/22/2026 04/22/2026
FPK26042800000726	SEIZURE	27A	04/28/2026 04/28/2026
FPK26040100000545	TROUBLE BREATHING	27B	04/01/2026 04/01/2026
FPK26040200000546	TROUBLE BREATHING	27A	04/02/2026 04/02/2026
FPK26040400000566	TROUBLE BREATHING	27B	04/04/2026 04/04/2026
FPK26040700000576	TROUBLE BREATHING	27A	04/07/2026 04/07/2026
FPK26040700000582	TROUBLE BREATHING	27B	04/07/2026 04/07/2026
FPK26040200000551	TROUBLE BREATHING	27A	04/02/2026 04/02/2026
FPK26041100000606	TROUBLE BREATHING	27B	04/11/2026 04/11/2026
FPK26041000000598	TROUBLE BREATHING	27A	04/10/2026 04/10/2026
FPK26041500000631	TROUBLE BREATHING	27B	04/15/2026 04/15/2026
FPK26040800000586	TROUBLE BREATHING	27B	04/08/2026 04/08/2026
FPK26041700000652	TROUBLE BREATHING	27B	04/17/2026 04/17/2026
FPK26041700000659	TROUBLE BREATHING	27B	04/17/2026 04/17/2026
FPK26041800000662	TROUBLE BREATHING	27A	04/18/2026 04/18/2026
FPK26042800000725	TROUBLE BREATHING	27A	04/28/2026 04/28/2026
FPK26042400000696	TROUBLE BREATHING	27A	04/24/2026 04/24/2026
FPK26042700000720	TROUBLE BREATHING	27A	04/27/2026 04/27/2026
FPK26041100000605	UNKNOWN MEDICAL	27B	04/11/2026 04/11/2026
FPK26041900000669	UNKNOWN MEDICAL	27A	04/19/2026 04/19/2026
FPK26042600000714	UNKNOWN MEDICAL	27B	04/26/2026 04/26/2026
FPK26040100000544	FIRE OR MEDICAL SERVICE CALL	27B	04/01/2026 04/01/2026
FPK26040800000590	FIRE OR MEDICAL SERVICE CALL	27A	04/08/2026 04/08/2026
FPK26041100000604	FIRE OR MEDICAL SERVICE CALL	27B	04/11/2026 04/11/2026
FPK26041700000654	FIRE OR MEDICAL SERVICE CALL	27B	04/17/2026 04/17/2026
FPK26041700000655	FIRE OR MEDICAL SERVICE CALL	27A	04/17/2026 04/17/2026
FPK26041900000670	FIRE OR MEDICAL SERVICE CALL	27B	04/19/2026 04/19/2026
FPK26042000000679	FIRE OR MEDICAL SERVICE CALL	27B	04/20/2026 04/20/2026
FPK26041500000633	FIRE OR MEDICAL SERVICE CALL	27A	04/15/2026 04/15/2026
FPK26042500000704	FIRE OR MEDICAL SERVICE CALL	27B	04/25/2026 04/25/2026
FPK26042400000700	FIRE OR MEDICAL SERVICE CALL	27A	04/24/2026 04/24/2026

S25	**8**
S4	**10**
S4HWY	**31**
S67	**132**
S68	**10**
TOTAL	**191**

FIRSTUNITA	ROUTECLOSEDTIME	INCIDENTTYPECODE	PRIMARYUNITID
04/03/2026	04/03/2026 06:46:17	S20	R27
04/25/2026	04/25/2026 22:16:38	S25CF	R27
04/10/2026	04/10/2026 17:09:17	S25EH	E27
04/17/2026	04/17/2026 07:29:45	S25EH	E27
01/01/0001	04/17/2026 06:50:39	S25EH	E7
04/07/2026	04/07/2026 18:21:50	S25HF	R27
04/25/2026	04/25/2026 00:21:54	S25MF	R27
04/13/2026	04/13/2026 14:33:34	S25OF	E27
04/21/2026	04/21/2026 22:49:17	S25OR	R27
04/13/2026	04/13/2026 05:59:21	S31IJ	R27
04/13/2026	04/13/2026 23:24:02	S31IJ	R27
01/01/0001	04/23/2026 15:28:57	S31IJ	R27
01/01/0001	04/26/2026 04:17:48	S31IJ	R27
04/20/2026	04/20/2026 16:22:04	S31IJ	R27
04/03/2026	04/03/2026 13:13:20	S32	R7
04/13/2026	04/13/2026 19:57:18	S32	R27
04/16/2026	04/16/2026 23:44:01	S32	R27
01/01/0001	04/02/2026 23:33:59	S33	R60
04/09/2026	04/09/2026 23:41:45	S33	R27
04/09/2026	04/09/2026 01:26:04	S36IJ	R227
01/01/0001	04/30/2026 05:48:57	S36IJ	R27
04/19/2026	04/19/2026 14:23:05	S38IJ	R27
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04/14/2026	04/14/2026 21:11:54	S3I	R27
04/27/2026	04/27/2026 22:33:48	S3I	R27
04/29/2026	04/29/2026 12:47:40	S4	E27
04/08/2026	04/08/2026 11:54:04	S49CF	E27
04/09/2026	04/09/2026 17:59:05	S49CF	E27
01/01/0001	04/13/2026 11:49:05	S49CF	E27
04/16/2026	04/16/2026 03:41:47	S49CF	E27
01/01/0001	04/16/2026 12:09:00	S49CF	E7
04/23/2026	04/23/2026 01:49:28	S49CF	E27
04/26/2026	04/26/2026 14:04:29	S49CF	E27
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04/29/2026	04/29/2026 11:06:53	S49CF	E27
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04/07/2026	04/07/2026 02:57:48	S49M	R27
04/08/2026	04/08/2026 08:37:02	S49M	R27
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04/23/2026	04/23/2026 19:25:23	S4E	R27
04/02/2026	04/02/2026 12:53:20	S4H	R227

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04/07/2026	04/07/2026 07:46:27	S4H	R27
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01/01/0001	04/12/2026 12:36:10	S4H	R227
04/12/2026	04/12/2026 22:47:34	S4H	R27
04/13/2026	04/13/2026 08:25:54	S4H	R227
01/01/0001	04/15/2026 20:37:20	S4H	R27
04/13/2026	04/13/2026 09:15:44	S4H	R27
04/20/2026	04/20/2026 10:27:11	S4H	R27
01/01/0001	04/22/2026 13:45:45	S4H	R27
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04/19/2026	04/19/2026 15:29:30	S4H	R27
01/01/0001	04/03/2026 23:55:04	S4I	
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04/24/2026	04/24/2026 15:22:13	S4I	R27
04/29/2026	04/29/2026 22:48:07	S4I	R27
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04/26/2026	04/26/2026 11:15:30	S67CP	R227
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04/27/2026	04/27/2026 16:12:07	S67F	E27
04/24/2026	04/24/2026 13:44:26	S67F	E27
04/02/2026	04/02/2026 23:31:26	S67FI	R27
04/03/2026	04/03/2026 15:20:16	S67FI	R27
04/06/2026	04/06/2026 06:19:20	S67FI	R27

04/14/2026	04/14/2026 12:18:03	S67FI	R227
04/14/2026	04/14/2026 11:47:11	S67FI	R27
04/14/2026	04/14/2026 13:12:04	S67FI	R27
04/15/2026	04/15/2026 10:22:23	S67FI	R227
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04/27/2026	04/27/2026 22:49:32	S67FI	R227
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04/19/2026	04/19/2026 00:52:59	S67HM	R27
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04/27/2026	04/27/2026 02:54:44	S67HP	R27
04/23/2026	04/23/2026 15:42:39	S67IJ	R27
01/01/0001	04/26/2026 18:17:21	S67IJ	R27
04/12/2026	04/12/2026 09:14:17	S67OD	R27
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04/05/2026	04/05/2026 21:26:15	S67PO	R27
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04/09/2026	04/09/2026 02:17:07	S67PO	R27
04/10/2026	04/10/2026 15:41:33	S67PO	R27
04/14/2026	04/14/2026 16:41:54	S67PO	R227
04/10/2026	04/10/2026 09:09:43	S67PO	R227
04/13/2026	04/13/2026 21:04:24	S67PO	R27
04/17/2026	04/17/2026 14:57:38	S67PO	R27
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04/19/2026	04/19/2026 12:47:43	S67PO	R227
04/23/2026	04/23/2026 14:24:49	S67PO	R27
04/26/2026	04/26/2026 15:32:14	S67PO	R27
04/17/2026	04/17/2026 16:09:04	S67PO	R27
04/03/2026	04/03/2026 12:50:20	S67SP	R27
04/03/2026	04/03/2026 14:02:26	S67SP	R7
04/04/2026	04/04/2026 10:51:06	S67SP	R27
04/03/2026	04/03/2026 21:38:21	S67SP	R7
04/07/2026	04/07/2026 14:52:16	S67SP	R27
04/13/2026	04/13/2026 11:48:45	S67SP	R27
04/16/2026	04/16/2026 17:52:04	S67SP	R27
04/19/2026	04/19/2026 05:11:08	S67SP	R27
04/19/2026	04/19/2026 16:56:09	S67SP	R27

04/19/2026	04/19/2026 13:33:11	S67SP	R27
04/19/2026	04/19/2026 23:37:15	S67SP	R27
04/18/2026	04/18/2026 04:10:31	S67SP	R27
04/23/2026	04/23/2026 14:33:45	S67SP	R7
04/26/2026	04/26/2026 08:35:00	S67SP	R27
04/24/2026	04/24/2026 08:20:26	S67SP	E27
01/01/0001	04/30/2026 18:49:29	S67SP	R227
04/29/2026	04/29/2026 12:31:25	S67SP	R227
04/19/2026	04/19/2026 18:19:23	S67SP	R27
04/27/2026	04/27/2026 10:15:01	S67SP	R227
04/09/2026	04/09/2026 01:23:34	S67ST	R27
04/06/2026	04/06/2026 10:40:57	S67SZ	R27
04/11/2026	04/11/2026 03:02:38	S67SZ	R27
04/14/2026	04/14/2026 04:02:38	S67SZ	R27
04/16/2026	04/16/2026 02:06:38	S67SZ	R27
04/16/2026	04/16/2026 15:47:32	S67SZ	R227
04/21/2026	04/21/2026 09:05:49	S67SZ	R27
04/22/2026	04/22/2026 14:30:06	S67SZ	R27
04/28/2026	04/28/2026 11:09:49	S67SZ	R7
04/01/2026	04/01/2026 08:48:46	S67TB	R27
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04/07/2026	04/07/2026 17:32:55	S67TB	R227
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04/11/2026	04/11/2026 22:37:55	S67TB	R27
04/10/2026	04/10/2026 03:49:56	S67TB	R227
04/15/2026	04/15/2026 00:46:30	S67TB	R27
04/08/2026	04/08/2026 07:03:12	S67TB	R27
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04/24/2026	04/24/2026 11:48:45	S67TB	R90
04/27/2026	04/27/2026 17:31:38	S67TB	R27
01/01/0001	04/11/2026 22:00:45	S67UM	R27
04/19/2026	04/19/2026 14:19:11	S67UM	R27
04/26/2026	04/26/2026 18:38:51	S67UM	R227
04/01/2026	04/01/2026 02:12:56	S68	E27
04/08/2026	04/08/2026 19:19:34	S68	E27
04/11/2026	04/11/2026 10:14:46	S68	E27
04/17/2026	04/17/2026 11:35:44	S68	E27
01/01/0001	04/17/2026 11:17:45	S68	E7
04/19/2026	04/19/2026 14:16:16	S68	E27
04/20/2026	04/20/2026 18:41:56	S68	E27
04/15/2026	04/15/2026 07:06:22	S68	E27
04/25/2026	04/25/2026 20:10:15	S68	E27
04/24/2026	04/24/2026 21:59:44	S68	E27

Agenda Item Report

Subject:	Building Department Report — Sponsored by Building Manager Louis
Meeting Date:	Workshop Commission Meeting - May 27, 2026
Prepared For:	Workshop Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. fact-sheet_2025-sb-180-training-requirements
2. CodeEnforcementDepartmentReport4-1-26
3. Building Monthly Report 5-26

FACT SHEET– 2025 SB 180 TRAINING REQUIREMENTS

BACKGROUND

The Legislature passed Senate Bill (SB) 180 Emergencies on May 2, 2025, and Governor DeSantis signed it into law on June 26. The Florida Division of Emergency Management (FDEM) requires a training requirements training for that county or municipal administrators, county or city managers, county or municipal emergency management directors, and county or municipal public works directors or other officials responsible for the construction and maintenance of public infrastructure must complete **biennially** in addition to the training required pursuant to section 252.38(1)(b), Florida Statutes. FDEM will provide training to meet these requirements or approve training to be given by a not-for-profit corporation.

TRAINING REQUIREMENTS

During the initial year, required individuals shall fulfill the **foundational course requirement** no later than twelve (12) months after the official start date within the position. Current elected officials shall be compliant no later than July 1st, 2026.

Personnel who hold the aforementioned roles shall comply with the training requirements using the guidance below. Additional courses can be approved at the discretion of the FDEM Executive Director or designee. The courses will serve as the **foundational** framework for understanding the emergency management profession from the Florida perspective. At least one of the courses below will be taken:

- **FL Senior Elected Officials Course** (*4hrs.*) - During disasters, it is imperative for local, state, and federal partners to relay communications and decisions effectively. This course discusses best practices for Senior Officials in Florida (executives, elected and appointed officials, city/county managers, agency administrators, etc.) on how to support their emergency management personnel during disasters. A large focus will be on communication and information sharing.
- **FL Local Coordinating Officer Course** (*4hrs.*) - This course provides key local staff with updated information on state and federal disaster assistance programs and processes, including statewide mutual aid, the role of the State EOC, and FEMA's Individual Assistance, Public Assistance, and Hazard Mitigation Programs. The focus is on management issues that local response and recovery officials may face in relationship with state and federal partners.
- **When the World Descends** (*4hrs.*) - This course paints the picture of "when the State Emergency Response Team (SERT) descends," an Incident Command Post (ICP) is set up, and what resources/support can be expected. This is an in-depth discussion of what resources are available, from equipment to personnel support, and how to establish and maintain communication between local, state and federal partners.

VERIFICATION AND REPORTING

Each applicable official shall register through the SERT TRAC platform for the course. At the conclusion, the official should upload their certificate as verification of attendance and to remain in compliance.

WAIVERS AND EXEMPTIONS

FDEM may grant waivers or extensions in cases of hardship, emergency deployment, or other qualifying circumstances, pursuant to the rule.

CONTACTS

If you have any questions on the training requirements, please contact the Education & Training Development Manager, Porschica Griffith at porschica.griffith@em.myflorida.com.

For any general questions regarding the Statute, please contact Legislative Affairs Director, Meigs Lamb at Meigs.Lamb@em.myflorida.com.

Code Compliance Department Report

From 4/1/2026 to 4/30/2026

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
9809	4/16/2026	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #41C	Sec 5-103 (a). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Final Order	J. Louis	
11090	4/17/2026	3700 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Compliance	J. Louis	Regular Mail
11331	4/21/2026	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #78 W Lake Dr	Sec 5-105. - Repairs and installations	Notice of Violation	J. Louis	Hand
8255	4/22/2026	4520 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	Sec. 15-375 . Permit Required (b)	Affidavit of Compliance	J. Louis	Hand
8689	4/22/2026	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #43-A W Lake Dr.	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Affidavit of Non-Compliance	J. Ramirez	Hand
9116	4/22/2026	3868 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Ramirez	Hand
9222	4/22/2026	2601 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Affidavit of Non-Compliance	J. Gustin	Hand
9235	4/22/2026	5100 SW 41 ST, PEMBROKE PARK, FL 33023 306	Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent.	Affidavit of Non-Compliance	J. Ramirez	Hand

Code Compliance Department Report

From 4/1/2026 to 4/30/2026

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
9235	4/24/2026	5100 SW 41 ST, PEMBROKE PARK, FL 33023 306	Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-76. (b) Nuisances: duty of property owners and tenants to prevent. Sec. 12-76. (a) Nuisances: duty of property owners and tenants to prevent.	Notice of Formal Hearing	J. Louis	Certified Mail
9222	4/24/2026	2601 JOHN P LYONS LN, PEMBROKE PARK, FL 33009	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Louis	Certified Mail
9116	4/24/2026	3868 SW 52 AVE, PEMBROKE PARK, FL 33023	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Louis	Certified Mail
9150	4/24/2026	3194 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #3192-3194 W Hallandale beach Blvd J, Pembroke	Sec. 3-6. - Noise restriction in establishments. Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application.	Notice of Formal Hearing	J. Louis	Certified Mail
8689	4/24/2026	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #43-A W Lake Dr.	Sec 5-105. - Repairs and installations Sec. 5-17. - Permit application. Sec. 12-48. - Outdoor storage prohibited	Notice of Formal Hearing	J. Louis	Certified Mail

Code Compliance Department Report

From 4/1/2026 to 4/30/2026

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

Case #	Date Issued	Site Address	Violation Sections	Document Type	Officer Assigned	Delivery
11221	4/24/2026	3610 SW 48 AVE, PEMBROKE PARK, FL 33023	Sec. 15-175. - Certificate of use requirements. Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 12-76(b)(6). - Nuisances; duty of property owners and tenants to prevent. Sec. 12-76(b)(8). - Nuisances; duty of property owners and tenants to prevent. Sec. 12-76. (c) Nuisances: duty of property owners and tenants to prevent. Sec. 5-16. - Adoption of code.	Notice of Formal Hearing	J. Louis	Hand
11221	4/24/2026	3610 SW 48 AVE, PEMBROKE PARK, FL 33023	Sec. 15-175. - Certificate of use requirements. Sec 5-103(b). - Exterior maintenance of structures and premises Sec 5-105. - Repairs and installations Sec. 12-76(b)(6). - Nuisances; duty of property owners and tenants to prevent. Sec. 12-76(b)(8). - Nuisances; duty of property owners and tenants to prevent. Sec. 12-76. (c) Nuisances: duty of property owners and tenants to prevent. Sec. 5-16. - Adoption of code.	Final Order	J. Louis	Certified Mail

Summary	
Affidavit of Compliance	2
Affidavit of Non-Compliance	4
Final Order	2

Code Compliance Department Report

From 4/1/2026 to 4/30/2026

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

Notice of Formal Hearing	6
Notice of Violation	1
Total	**15**

#VALUE!

Building Department Monthly Report

Month of April 2026

	5/20/2026
Total Fees $	57,174
Muncipality Revenue $	52,281
Total Job Value $	301,907
Total Res Job Value $	149,180
Total Com Job Value $	152,727
New Jobs	41
Permits Completed	33
Permits Voided	1
Permits Expired	28

Building Department Monthly Report

#VALUE!

Permits Issued	35
Inspections Completed	108
Reviews Completed	142
Reviews Assigned	149
Res Permits	19
Com Permits	24
Summary:	The Building Department has processed 41 new permit applications for additions, renovations, tenant buildouts, and repairs for commercial projects and mobile home repairs. 142 total plan reviews, completed 108 inspections from all trades, and issued 35 permits.

Major Projects: Ekos Housing project - Windows and roof permits have been issued. Inspection reports are collected throughout the project.

#VALUE!

Building Department Monthly Report

Staff Projects

Upcoming Training for staff in May and June Conferences (Building Official Association of Florida, Florida Association of Code Enforcement, State of Floodplain Managers, and Florida Training of Emergency Managers)

Conducting permit fee comparison with Broward municipalities

Ongoing updates of our Standard Operating Procedures and permitting forms

Agenda Item Report

Subject:	Consideration and approval of a M-1 Text Amendment for Data Centers and Artificial Intelligence (AI) Facilities and Fee Schedule - Sponsored by Town Planner Consultant Von der Meulen File No: 26-Z-01 Applicant: Town of Pembroke Park Address: Citywide Amend Article III, Division 6, M-1 Industrial District, Sec. 28-211 Intent and definitions, Sec. 28-11.5 Permitted uses and Sec. 28-212 Uses requiring approval by special exception of the Pembroke Park Code of Ordinances for Data Centers and Artificial Intelligence (AI) Training Facilities within the M-1 zoning district. **ORDINANCE NO: 2026-010** **AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 28 ENTITLED "ZONING", ARTICLE III ENTITLED "DISTRICT REGULATIONS", DIVISION 6 ENTITLED "M-1 INDUSTRIAL DISTRICT", SECTION 28-211 ENTITLED "INTENT AND DEFINITIONS", SECTIONS 28-211.5 ENTITLED "PERMITTED USES" AND SECTION 28-212 ENTITLED "USES REQUIRING A SPECIAL EXCEPTION" TO ALLOW FOR THE REGULATION DATA CENTERS AND ARTIFICIAL INTELLIGENCE TRAINING FACILITIES; ESTABLISHING DEFINITIONS ; PROHIBITING DATA CENTERS AS A PERMITTED USE; REQUIRING SPECIAL EXCEPTION USE APPROVAL FOR DATA CENTERS; IMPOSING LOCATION, INFRASTRUCTURE, CLIMATE RESILIENCE, EMPLOYMENT, AND OPERATIONAL STANDARDS; IMPOSING VARIOUS FEES, AND FINANCIAL ASSURANCES; REQUIRING DECOMMISSIONING; PROVIDING FOR ENFORCEMENT, PROVIDING FOR**

	CODIFICATION, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE. **RESOLUTION NO: 2026-052** **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING A SCHEDULE OF FEES FOR DATA CENTERS AND ARTIFICIAL INTELLIGENCE TRAINING FACILITIES WITHIN THE TOWN OF PEMBROKE PARK, PURSUANT TO THE CODE OF ORDINANCES OF THE TOWN OF PEMBROKE PARK, FLORIDA, SECTION 28-212; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**
Meeting Date:	Workshop Commission Meeting - May 27, 2026
Prepared For:	Workshop Commission
Staff Conact:	
Dept/Group:	Planning & Zoning
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 001 - 26-Z-01 Staff Report
2. 002 - Data Centers Ordinance- DRAFT
3. 003 - Fee Schedule Resolution- DRAFT

Town of PembrokePark

3150 SW 52nd Avenue • Pembroke Park, Florida 33023
954.966.4600 • www.tppfl.gov

TO: Town Workshop Meeting

FROM: Michael Vonder Meulen, AICP, Consultant Town Planner, KEITH

MEETING DATE: May 27, 2026

SUBJECT: 26-Z-01 / M-1 Text Amendment for Data Centers and Artificial Intelligence (AI) Facilities

APPLICANT: Town of Pembroke Park

REQUEST:

Amend Article III, Division 6, M-1 Industrial District, Sec. 28-211 Intent and definitions, Sec. 28-11.5 Permitted uses and Sec. 28-212 Uses requiring approval by special exception of the Pembroke Park Code of Ordinances for Data Centers and Artificial Intelligence (AI) Training Facilities within the M-1 zoning district.

RECOMMENDED ACTION:

The Consultant Town Planner recommends approval of this M-1 text amendment.

ITEM TO BE CONSIDERED BY THE TOWN COMMISSION:

- 26-Z-01 / M-1 Text Amendment

BACKGROUND:

In February, the Town Commission authorized the Town Planner and the Town Attorney to prepare a comprehensive local regulatory framework governing data centers and artificial intelligence training facilities in the Town of Pembroke Park in anticipation of potential pending state-level regulation of data centers. Florida Senate Bill 484 (2026) affirms local governments retain authority to exercise power and responsibility over comprehensive planning and land development regulations related to large-load customers, including large-scale data centers.

TEXT AMENDMENTS

The proposed text amendments aim to provide a framework governing data centers and artificial intelligence (AI) training facilities. The amendment aims to ensure any future development related to data centers and artificial intelligence (AI) training facilities are consistent with the Town's Zoning Code, Comprehensive Plan, infrastructure capacity and long-term fiscal stability. The proposed text amendments are as follows:

Sec. 28-211. - Intent and definitions.

Data Centers and Artificial Intelligence Training Facilities are defined as well as their impacts.

Sec. 28-211.5. - Permitted uses (M-1)
Development or distribution of artificial intelligence has been removed from the code and Data Centers and Artificial Intelligence Training Facilities have been placed under the special exception category.

Sec. 28-212. - Uses requiring approval by special exception.
Data Centers and Artificial Intelligence Training Facilities criteria for special exception approval are established as well as associated fees.

ATTACHMENTS
Exhibit A – Proposed Ordinance

ORDINANCE NO. ____

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 28 ENTITLED "ZONING", ARTICLE III ENTITLED "DISTRICT REGULATIONS", DIVISION 6 ENTITLED "M-1 INDUSTRIAL DISTRICT", SECTION 28-211 ENTITLED "INTENT AND DEFINITIONS", SECTION 28-211.5 ENTITLED "PERMITTED USES" AND SECTION 28-212 ENTITLED "USES REQUIRING A SPECIAL EXCEPTION" TO ALLOW FOR THE REGULATION DATA CENTERS AND ARTIFICIAL INTELLIGENCE TRAINING FACILITIES; ESTABLISHING DEFINITIONS ; PROHIBITING DATA CENTERS AS A PERMITTED USE; REQUIRING SPECIAL EXCEPTION USE APPROVAL FOR DATA CENTERS; IMPOSING LOCATION, INFRASTRUCTURE, CLIMATE RESILIENCE, EMPLOYMENT, AND OPERATIONAL STANDARDS; IMPOSING VARIOUS FEES, AND FINANCIAL ASSURANCES; REQUIRING DECOMMISSIONING; PROVIDING FOR ENFORCEMENT, PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2(b), Florida Constitution, Chapter 166 Florida Statutes (Municipal Home Rules Powers Act); grants municipalities the power to conduct municipal government, perform municipal functions, and render municipal services; and

WHEREAS, Florida Senate Bill 484 (2026) affirms local governments retain authority to exercise power and responsibility over comprehensive planning and land development regulations related to large-load customers, including large-scale data centers;

WHEREAS, the Town Commission has determined that data centers and artificial intelligence training facilities present unique and substantial demands on electrical, water, sewer, stormwater, transportation, and emergency response systems, and may create long-term fiscal, environmental, and climate resilience risks; and

WHEREAS, the Town Commission desires to regulate such facilities to ensure fiscal

neutrality, infrastructure protection, climate adaptation, compatibility with surrounding land uses, and consistency with the Town's Comprehensive Plan; and

WHEREAS, the Town's Planning and Zoning Board recommended approval of this ordinance at its April 28, 2026, meeting; and

WHEREAS, the general purpose and intent of this ordinance is to provide proper regulations in the best interest of the health, safety, welfare, and aesthetics of the community and the proper administration of its government; and

WHEREAS, the Town Commission has conducted a public hearing in accordance with the requirements of Florida law; and

WHEREAS, the Town Commission finds it to be in the best interests of the citizens and residents of the Town to amend the zoning code to regulate data centers and artificial intelligence training facilities.

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

Section 1: That each of the above stated recitals is hereby adopted and confirmed.

Section 2: That the Town Code of Ordinances, Chapter 28 entitled "Zoning", Article III entitled "District Regulations", Division 6 entitled "M-1 Industrial District", Section 28-211 entitled "Intent and Definitions," Section 28-211.5 entitled "Permitted Uses," and Section 28-212 entitled "Uses requiring approval by special exception" are hereby amended as follows:

Sec. 28-211. Intent and definitions.

The M-1 Industrial District is intended for industrial uses not in conflict with any ordinance of the Town regulating nuisances and for such uses not involving the use of materials, processes or machinery likely to cause undesirable effects upon neighboring or adjacent residential or business property. The M-1 Industrial District may directly abut a residential or business district and the activities allowed in an M-1 Industrial District are intended to be such as may be compatible with such neighboring districts under the requirements provided in this division to minimize conflict, and to preserve the M-1 Industrial Districts for its primary purpose, to wit: industrial development. Residential uses are not allowed therein.

For purposes of the regulations of the M-1 Industrial District "Residential" shall be deemed to include not only single-family residences but multifamily residential use and mobile home park use in addition thereto; furthermore, "residential zoning" shall also be deemed to include zoning classifications where single-family residences, multi-family residences, or mobile home park use is allowed.

For purposes of the regulations of the M-1 Industrial District “artificial intelligence” or “computer and telecommunications software” shall be deemed to include Data Centers and Artificial Intelligence (AI) Training Facilities. The Town finds that data centers and artificial intelligence (AI) training facilities impose unique and disproportionate demands on electrical, water, sewer, stormwater, transportation, and emergency service systems; generate limited on-site employment; and present long-term climate, fiscal, and infrastructure risks. Data Centers shall mean any facility primarily contains electronic equipment used to process, store, and transmit digital information, which may be: A free-standing structure or a facility within a larger structure which uses environmental control equipment to maintain the proper conditions for the operation of electronic equipment. Inclusive of data centers, Large Scale Data Center shall mean a single location or building, with a data center on site, expected to reach a high monthly peak power use during any 15-minute period. This applies only to the power load at one location, not the combined load of multiple sites owned by the same entity. Large Data Centers include all customers or organizations sharing the same site through collocation or similar agreements if, together, the center reaches the required peak load at the location. Artificial Intelligence (AI) Training Facility means a data center primarily used for artificial intelligence or machine learning model training characterized by sustained, high-intensity computing loads and continuous energy demand.

For purposes of applying the regulations of the M-1 Industrial District in Sections 28-212, 28-213, 28-214, and the regulations of the M-1 Zoning District as applicable to non-conforming uses and structures, the word "expand" or "expansion" shall not be limited to an increase in land area, but shall also include an increase in building or structure envelope, an increase in off-street parking utilization, or an intensification to the use evidenced by improvements or alterations made to the site or building since the date the use became non-conforming (alterations and improvements made without permits from the last set of plans on file with the Town shall be conclusively presumed to have been made after the date the use became non-conforming), or evidenced by a discernible increase in adverse secondary effects in terms of noise, vibration, objectionable odors, air or water pollution, light, traffic congestion, adverse impacts to public safety, or like adverse effects.

Sec. 28-211.5. Permitted uses.

Except as provided in Section 28-212 and Section 28-213, no building or structure, or part thereof, shall be erected, altered, occupied or used, or land or water area occupied or used, in whole or in part, in the M-1 Industrial District for other than one (1) or more of the following permitted uses:

…

~~(b) Development or distribution of artificial intelligence or computer and telecommunications software.~~

(~~c~~b) Medical and biomedical educational or scientific research, testing, or development facilities (not schools) or laboratories.

(~~d~~c) Warehouse and storage buildings associated with manufacturing, assembly and distribution of goods and equipment, including self-storage facilities; provided however, that in addition to all other requirements of the Town, adequate areas are available for the storage of trucks used in the operation so that they are not parked in streets, driveways, automobile parking spaces or landscaped areas.

(~~e~~d) Storage in bulk within warehouse and storage buildings of: brick, building materials, cement, clay products, concrete products, contractors' equipment, cotton, grain, gravel, hay, lead, plaster, pipe, lumber, machinery, roofing materials, rope, sand, stone, terra cotta, timber, wood or wool.

(~~f~~d)The following service and trade establishments:

Bakery;

. . .

Buildings for telecommunications and utility operations (except communications towers which are regulated elsewhere under this Code).

(~~g~~f)Employee-based offices that do not serve the general public including, but not limited to, the following use categories (subject to applicable restrictions on and limitations as may be provided in the Town's Comprehensive Plan):

Medical billing and processing;

. . .

Property management or landscape maintenance services.

(~~h~~g) Exercise and gym and sport training facilities that are noise controlled.

(~~i~~h)The following repair and shop uses:

Awning and canvas;

. . .

Automotive, truck, motorcycle or boat engine repair, maintenance or testing (no body work, frame repairs, or painting unless approved pursuant to Sec. 28-212 of this Code).

(~~j~~i) Blacksmith and welding.

(~~k~~j)Carpet and rug cleaning.

(~~l~~k)Wholesale meat, poultry, and fish distribution.

Sec. 28-212. Uses requiring approval by special exception.

(a) Except as provided in subsection (c), the following uses may be allowed on property located within the M-1 Industrial District, provided such uses (and every subsequent change, alteration or expansion or relocation thereof) are approved by Special Permit as provided in subsection (b) below or by Special Exception in accordance with the provisions contained in Division 6 of this Chapter:

. . .

(15) Data Centers and Artificial Intelligence (AI) Training Facility.

. . .

(c) The Town Commission may approve, or conditionally approve, by granting a Special Permit a Data Center and/or Artificial Intelligence (AI) Training Facility provided such uses meet the following criteria:

(1) Applicants shall demonstrate no adverse impact to electric, water, sewer, stormwater, transportation, or emergency services. Theoretical demands on water and sewer facilities shall be confirmed in writing by the franchise utility and confirmed by the Public Works Director who shall use the Town's Large Water User Agreement as a guide.

(2) All on-site and off-site infrastructure upgrades shall be fully funded by the applicant.

(3) Electrical demand shall be calculated at maximum theoretical load. Theoretical load shall be confirmed with the electrical franchise utility.

(4) Priority utility reservation or guaranteed capacity agreements are prohibited.

(5) Shall not be abutting or adjacent to: Residential zoning districts; Mixed-use, entertainment district, Schools, parks, childcare facilities, or places of worship.

(6) Noise and Vibration: Continuous noise generated by mechanical equipment shall not exceed: 95 dBA during daytime hours and 60 dBA during nighttime hours as measured from the property line. Backup generators shall be tested only during weekday business hours, except during emergencies.

(7) Water Use and Cooling Plan: Potable water used for cooling the facility is prohibited unless expressly approved by Town Commission. Closed loop or reclaimed water systems shall be required where feasible. Applicants shall submit a Water Use and Cooling Plan identifying:

(i) Cooling technology (air cooled, liquid cooled, evaporative);

(ii) Estimated annual water consumption of water prepared by a qualified mechanic, electrical and plumbing designer/contractor;

(iii) Water conservation measures.

(8) Employment Standards: A minimum three (3) jobs-per-megawatt ratio shall be required, or an employment-job-per-megawatt fee equivalent shall be paid to the Town. Only permanent, on-site employment shall be counted. The employment-job-per-megawatt fee shall be established by Resolution. The number of employees and/or employment-job-per-megawatt fee shall be reviewed and calculated annually with the renewal of the business tax receipt.

(9) Expansion and Modification: Any proposed expansion or increase in electrical load, cooling capacity, backup generation, or floor area shall require full approval/re-approval by the Town Commission.

(10) Decommissioning and Abandonment: A decommissioning plan shall be submitted at the time of site plan approval. If a data center ceases operation for more than 12 consecutive months, the owner shall: Remove all unused equipment, Secure or demolish the structures; or convert the structure to a permitted use.

(11) Fee Schedule: All application fees, climate impact related fees, employment-job-per-megawatt fee, and financial security requirements associated with the project shall be provided under a separate fee schedule by Resolution.

(12) Enforcement: Non-payment or non-compliance may result in suspension, revocation, fines, injunctive relief, and forfeiture of bonds or escrows.

(~~c~~d) Whenever the Town enacts an amendment to this section which makes or classifies certain previously permitted uses as being allowable in the M-1 Zoning District by Special Exception, then such uses may continue without obtaining a Special Permit or a Special Exception; however, they may not change their primary operation, alter, or expand without obtaining such approval.

Section 3: It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or such other word or phrase in order to accomplish such intention.

Section 4: 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 5: If any clause, section or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of

the remaining portions or applications remaining in full force and effect.

Section 6: This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ___ DAY OF _____, 202_.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ___ DAY OF _____, 202_.

ATTEST:

_____
GEOFFREY JACOBS
Mayor Commissioner

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
Jacob G. Horowitz
Interim Town Attorney

VOTE

RESOLUTION NO. ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING A SCHEDULE OF FEES FOR DATA CENTERS AND ARTIFICIAL INTELLIGENCE TRAINING FACILITIES WITHIN THE TOWN OF PEMBROKE PARK, PURUSUANT TO THE CODE OF ORDINANCES OF THE TOWN OF PEMBROKE PARK, FLORIDA, SECTION 28-212; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park ("Town") Town Commission ("Commission") is authorized by various sections of the Town Code to establish fees for certain development applications for data centers and artificial intelligence training facilities; and

WHEREAS, it is in the best interest of the general public to charge the costs associated with processing such applications to the applicant and not the general public, thereby placing the burden of such costs directly on the part benefiting from such application; and

WHEREAS, the Town desires to offset the cost to the Town for development applications for data centers and artificial intelligence training facilities by establishing a Fee Schedule and charging fees to development applicants for the review, processing and other related fees by Town staff of such applications; and

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

Section 1: The attached Fee Schedule, Exhibit A, is adopted and incorporated into the master fee schedule by Town Commission and shall be amended from time to time.

Section 2: One copy of the Fee Schedule as set forth herein and established by resolution of the Town Commission shall be identified as an official copy and shall be kept on file

with the Town Clerk for public use, inspection, and examination.

Section 3: One digital copy of the official copy of the Fee schedule as set forth herein shall be posted to the Town's website with development applications.

Section 4: That if any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 5: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 6: That this Resolution shall be in force and take effect immediately upon its passage and adoptions.

PASSED AND ADOPTED, this ____ day of _____, 2026

ATTEST:

_____
GEOFFREY JACOBS
Mayor Commissioner

_____
CYNTHIA LIMA-GARCIA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

EXHIBIT ‘A’

Development Application Fees for Data Centers and Artificial Intelligence Training Facilities

DATA CENTERS	
Application Fee / Special Exception Fee	$10,000 plus $100 per 1,000 SF
Application Fee / Site Plan Fee	$10,000 plus $100 per 1,000 SF
Cost Recovery	$10,000 per review
Public Works Review Fee	$10,000 per application
OTHER RELATED FEES	
Electrical / Community Impact Fee	$1,000,000 per megawatt of total approved electrical demand
Water Capacity Mitigation Fee	$500,000 per acre
Emergency Services Fee	$250,000 plus any additional amount required for specialized equipment or training
High-Demand Utility Surcharge	$250,000 per building permit application
Backup Generation Fee	$100,000 per megawatt of installed backup generation capacity, payable annually
Climate / Resilience Offset Fee	$500,000 per building permit application
Performance Bond / Letter of Credit	$10,000,000 minimum
Decommissioning Bond	$5,000,000 minimum
Annual Infrastructure Monitoring Fee	$250,000 per year
Annual Employment-Job-Per Megawatt Fee	$100,000 per employee per year

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:	Workshop Commission Meeting - May 27, 2026
Prepared For:	Workshop Commission
Staff Conact:	
Dept/Group:	Town Attorney
Recommendation for Counsel to Consider:	
Background Information:	
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 a resolution establishing an Employee Training, Professional Development, Workforce Advancement, and Operational Accountability Program — Sponsored by Commissioner Mohammed and HR Director Frishman **RESOLUTION NO: 2026-049** **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING A COMPREHENSIVE EMPLOYEE TRAINING, PROFESSIONAL DEVELOPMENT, WORKFORCE ADVANCEMENT, OPERATIONAL ACCOUNTABILITY, AND MUNICIPAL SERVICE EXCELLENCE PROGRAM; PROVIDING FOR MANDATORY TRAINING REQUIREMENTS, CIVIC EDUCATION, PROFESSIONAL COMMUNICATION STANDARDS, TECHNOLOGY TRAINING, PUBLIC WORKS OPERATIONAL TRAINING, SAFETY AND OSHA TRAINING, LEADERSHIP DEVELOPMENT, CROSS-TRAINING, EQUIPMENT CERTIFICATIONS, PERFORMANCE ACCOUNTABILITY, HUMAN RESOURCES ENFORCEMENT AUTHORITY, OPERATIONAL FLEXIBILITY, WORKFORCE READINESS, SELF-DIRECTED PROFESSIONAL DEVELOPMENT, INTERNAL WORKFORCE CAPABILITY DEVELOPMENT, TRAINING TRACKING, COMPETENCY ASSESSMENTS, PERFORMANCE IMPROVEMENT PROCEDURES, POSITION QUALIFICATION AUDITS, SUPERVISORY ACCOUNTABILITY, AND ANNUAL REPORTING; PROVIDING FOR IMPLEMENTATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**
Meeting Date:	Workshop Commission Meeting - May 27, 2026

Prepared For:	Workshop Commission
Staff Conact:	Bradley Frishman, Human Resources Director, Ashira Mohammed, Commissioner
Dept/Group:	Commission
Recommendation for Counsel to Consider:	
Background Information:	Resolution No. 2026-049 establishes a comprehensive Town-wide program focused on professional development, operational competency, workforce readiness, standardized training, and municipal service excellence. The Resolution creates mandatory training requirements across civic education, professional communication, technology proficiency, safety and OSHA compliance, leadership development, public works operational training, cross-training, competency assessments, and emergency preparedness. The program also formalizes supervisory accountability, performance improvement procedures, training timelines, qualification audits, and the authority of Human Resources to track compliance, administer deadlines, and issue corrective notices. Annual reporting to the Town Commission is required. The Resolution affirms the Town's commitment to strengthening internal workforce capacity, improving operational efficiency, reducing unnecessary outsourcing, and enhancing professional public service standards.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 2026-049-professional advancement

RESOLUTION NO. 2026-049

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING A COMPREHENSIVE EMPLOYEE TRAINING, PROFESSIONAL DEVELOPMENT, WORKFORCE ADVANCEMENT, OPERATIONAL ACCOUNTABILITY, AND MUNICIPAL SERVICE EXCELLENCE PROGRAM; PROVIDING FOR MANDATORY TRAINING REQUIREMENTS, CIVIC EDUCATION, PROFESSIONAL COMMUNICATION STANDARDS, TECHNOLOGY TRAINING, PUBLIC WORKS OPERATIONAL TRAINING, SAFETY AND OSHA TRAINING, LEADERSHIP DEVELOPMENT, CROSS-TRAINING, EQUIPMENT CERTIFICATIONS, PERFORMANCE ACCOUNTABILITY, HUMAN RESOURCES ENFORCEMENT AUTHORITY, OPERATIONAL FLEXIBILITY, WORKFORCE READINESS, SELF-DIRECTED PROFESSIONAL DEVELOPMENT, INTERNAL WORKFORCE CAPABILITY DEVELOPMENT, TRAINING TRACKING, COMPETENCY ASSESSMENTS, PERFORMANCE IMPROVEMENT PROCEDURES, POSITION QUALIFICATION AUDITS, SUPERVISORY ACCOUNTABILITY, AND ANNUAL REPORTING; PROVIDING FOR IMPLEMENTATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park recognizes that a properly trained, professional, responsive, and operationally competent workforce is essential to maintaining public trust and delivering efficient municipal services; and

WHEREAS, the Town Commission further recognizes that municipal employees serve as public stewards responsible for protecting public infrastructure, public safety, public funds, operational continuity, and the efficient delivery of governmental services; and

WHEREAS, the Town Commission finds that workforce development should include practical operational training, technical certifications, safety instruction, leadership development, customer service standards, technology competency, civic education, and workforce flexibility necessary to support modern municipal operations; and

WHEREAS, the Town Commission further finds that investing in employee development, operational competency, cross-training, succession planning, and internal workforce capability improves efficiency, reduces unnecessary outsourcing, strengthens institutional knowledge, supports continuity of operations, and enhances taxpayer value; and

WHEREAS, the Town Commission recognizes the importance of developing and maintaining an internal workforce capable of supporting municipal operational functions including infrastructure maintenance, stormwater operations, roads and streets maintenance,

sewer operations, equipment operation, customer service, administrative support, emergency preparedness, and other governmental functions; and

WHEREAS, the Town Commission desires to establish a Town-wide Employee Training, Professional Development, Workforce Advancement, and Operational Accountability Program applicable to all departments and employees.

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

SECTION 1. RECITALS.

The foregoing recitals are hereby ratified and incorporated herein as legislative findings of the Town Commission.

SECTION 2. ESTABLISHMENT OF PROGRAM.

The Town hereby establishes a comprehensive Employee Training, Professional Development, Workforce Advancement, and Operational Accountability Program applicable to all Town departments and employees.

The Program shall include:

- mandatory training requirements;
- operational certifications;
- civic education;
- professional communication standards;
- technology training;
- leadership development;
- safety and OSHA training;
- Public Works operational training;
- cross-training initiatives;
- workforce readiness initiatives;
- competency assessments;
- and operational accountability measures.

SECTION 3. MANDATORY CIVIC, PROFESSIONAL, & TECHNOLOGY TRAINING.

All employees shall complete mandatory training applicable to their position classifications including:

A. Civic & Government Foundations

- structure of local government;
- public service responsibilities;
- ethics and conflicts standards;
- Sunshine Law;
- Public Records Law;
- transparency obligations;
- resident service expectations.

B. Professional Communication Standards

- phone etiquette;
- professional email standards;
- customer service;
- public interaction standards;
- documentation standards;
- workplace professionalism;
- responsiveness expectations.

Employees are expected to answer resident inquiries, departmental communications, and operational requests professionally and within established departmental timelines unless operational circumstances reasonably prevent such response.

C. Technology & Microsoft Office Training

All employees shall maintain basic operational competency in Town technology systems and commonly utilized office software applicable to their positions.

Mandatory technology training may include:

- Microsoft Outlook;
- calendar scheduling and meeting management;
- email usage and organization;
- Microsoft Word;
- Microsoft Excel;
- Microsoft Teams;
- PowerPoint;
- printer and scanner operation;
- digital file management;
- cybersecurity awareness;
- and other operational software utilized by the Town.

Employees are expected to maintain reasonable competency in the use of standard office technology and software necessary to perform assigned duties.

SECTION 4. REGULATORY, PROFESSIONAL, & COMPLIANCE TRAINING.

Employees shall complete additional training applicable to assigned functions and operational responsibilities including:

- FEMA training;
- National Incident Management System (NIMS) training;
- Incident Command System (ICS) training;
- emergency preparedness;
- code enforcement certifications and conferences;
- planning and zoning training;
- finance and procurement training;
- records management training;
- human resources compliance training;

- supervisory development;
- and other continuing education or professional development related to municipal operations.

Employees holding positions requiring continuing education, certifications, licenses, or statutory training requirements shall maintain such requirements in good standing where required by law or operational necessity.

SECTION 5. WORKPLACE CONDUCT, HARASSMENT PREVENTION, & PROFESSIONALISM.

All employees shall complete mandatory workplace conduct training including:

- anti-harassment training;
- sexual harassment prevention;
- hostile work environment prevention;
- anti-discrimination training;
- racial sensitivity and workplace respect training;
- retaliation prevention;
- workplace professionalism;
- and respectful workplace expectations.

The Town affirms its commitment to maintaining a professional workplace free from unlawful harassment, discrimination, retaliation, intimidation, and inappropriate workplace conduct.

SECTION 6. PUBLIC WORKS & OPERATIONAL TRAINING PROGRAM.

The Town shall establish operational workforce development programs designed to strengthen internal municipal operational capability and reduce unnecessary outsourcing where operationally feasible.

Training areas may include:

- roadway maintenance;
- sidewalk repair;
- stormwater maintenance;

- drainage operations;
- sewer and lift station operations;
- vac truck operation;
- traffic sign installation;
- asphalt repair;
- fleet safety;
- equipment operation;
- confined space awareness;
- work zone safety;
- emergency operations support;
- CDL-related operational requirements;
- and other operational functions necessary to support municipal services.

Departments are encouraged to identify opportunities to increase internal operational capacity through training and workforce development where practical and cost effective.

SECTION 7. SAFETY & OSHA TRAINING.

Employees shall complete applicable safety and operational training including:

- OSHA-related safety instruction;
- PPE requirements;
- defensive driving;
- hazard communication;
- emergency response;
- trenching safety;
- equipment safety;
- workplace injury prevention;
- and operational safety procedures.

Nothing herein shall require employees to perform work outside required certifications, safety standards, licensure requirements, or OSHA requirements.

SECTION 8. LEADERSHIP & SUPERVISORY DEVELOPMENT.

Supervisors, managers, and department directors shall complete leadership and management training including:

- employee evaluations;
- performance management;
- documentation standards;
- coaching and mentorship;
- project management;
- budget accountability;
- procurement compliance;
- progressive discipline;
- leadership ethics;
- workforce management.

SECTION 9. OPERATIONAL FLEXIBILITY & REASONABLE DUTY ASSIGNMENTS.

Employees may be assigned reasonable operational duties, administrative tasks, field responsibilities, cross-functional support activities, and departmental service functions consistent with:

- departmental operations;
- public service needs;
- operational necessity;
- staffing shortages;
- continuity of operations;
- emergency conditions;

- workforce flexibility;
- and organizational efficiency.

Employees shall not refuse reasonable work assignments solely because such tasks were historically performed by another employee, division, department, or outside contractor, provided such assignments are lawful, safe, and reasonably related to departmental operations.

SECTION 10. JOB DESCRIPTION INTERPRETATION.

Job descriptions are intended to describe the general nature and level of work performed and shall not be interpreted as exhaustive lists of every duty, task, responsibility, or assignment.

Employees may be assigned additional reasonable duties consistent with operational needs, departmental functions, workforce flexibility, and municipal service delivery.

SECTION 11. OTHER DUTIES AS ASSIGNED.

Employees shall perform other reasonable duties as assigned consistent with operational needs, departmental functions, public service responsibilities, safety standards, and applicable law.

SECTION 12. CROSS-TRAINING & WORKFORCE READINESS.

Employees may be required to participate in:

- cross-training initiatives;
- operational readiness programs;
- technology training;
- emergency preparedness;
- equipment familiarization;
- and temporary operational support assignments.

Cross-training shall be considered an operational necessity intended to:

- improve operational continuity;
- reduce service disruptions;
- strengthen succession planning;
- improve workforce flexibility;

- reduce unnecessary outsourcing;
- and enhance taxpayer value.

SECTION 13. TRAINING NOT AUTOMATICALLY ENTITLED TO ADDITIONAL COMPENSATION.

Participation in mandatory training, cross-training, operational instruction, certifications, technology instruction, safety training, equipment familiarization, workforce development activities, departmental skill enhancement programs, or operational certifications shall not automatically create entitlement to:

- additional compensation;
- specialty pay;
- stipends;
- upgraded classifications;
- overtime;
- or automatic promotion

where such functions reasonably fall within the operational scope of the employee's department, classification, assigned duties, operational equipment, or minimum position requirements.

The acquisition or utilization of operational skills, equipment training, CDL-related responsibilities, or department-required certifications necessary to support departmental operations shall not alone create automatic entitlement to additional compensation absent formal approval through lawful budgetary, promotional, contractual, or statutory processes.

Nothing herein shall prohibit compensation adjustments approved through lawful budgetary, promotional, contractual, or statutory processes.

SECTION 14. GOOD FAITH PARTICIPATION.

Employees are expected to participate in training, operational development, technology instruction, and workforce improvement initiatives in good faith.

Intentional refusal to learn required systems, operational procedures, assigned technologies, departmental functions, or required operational tasks may constitute performance deficiency or insubordination subject to corrective action.

SECTION 15. EMPLOYEE RESPONSIBILITY FOR PROFESSIONAL COMPETENCY.

Employees shall maintain minimum competency in the skills reasonably necessary to perform assigned duties including:

- professionalism;
- responsiveness;
- communication;
- teamwork;
- adaptability;
- technology literacy;
- operational knowledge;
- and customer service.

Failure to maintain minimum competency standards may result in:

- remedial training;
- performance improvement plans;
- reassignment;
- limitation of responsibilities;
- or corrective action.

SECTION 16. PERFORMANCE IMPROVEMENT PLANS.

Where employee performance deficiencies, professionalism concerns, communication deficiencies, operational concerns, competency gaps, or repeated policy violations are identified, the Town may implement Performance Improvement Plans ("PIPs") or similar corrective development plans.

Performance Improvement Plans may include:

- identified deficiencies;
- measurable improvement expectations;

- required remedial training;
- coaching or mentoring;
- timelines for improvement;
- follow-up evaluations;
- and corrective action measures where appropriate.

Failure to demonstrate reasonable improvement following documented training, coaching, remediation, and reasonable opportunity to improve may result in additional corrective or disciplinary action consistent with Town policy.

SECTION 17. OPERATIONAL WORK TRACKING.

Departments performing operational, maintenance, infrastructure, or field-related functions shall utilize approved work order systems, maintenance logs, task tracking systems, or operational reporting systems where implemented.

Employees shall accurately document:

- assigned work;
- completed tasks;
- equipment usage;
- labor reporting;
- and operational activity.

Failure to properly document work activity may constitute a performance deficiency.

SECTION 18. STANDARD OPERATING PROCEDURES.

Departments shall maintain written standard operating procedures where practical for recurring operational functions, safety procedures, equipment usage, workflows, and administrative processes.

Employees shall be trained on applicable departmental procedures relevant to assigned duties.

SECTION 19. HUMAN RESOURCES AUTHORITY & ADMINISTRATION.

Human Resources shall serve as the centralized administrative authority for the Program and shall have authority to:

- coordinate training;
- track compliance;
- maintain records;
- establish deadlines;
- issue notices;
- recommend corrective action;
- monitor departmental participation;
- and prepare compliance reports.

Departments shall cooperate with Human Resources in implementing and enforcing this Resolution.

SECTION 20. MANDATORY COMPLIANCE ENFORCEMENT.

Failure to complete required training may result in:

- counseling;
- remedial training;
- suspension of operational privileges;
- limitation of responsibilities;
- notation in evaluations;
- ineligibility for promotion opportunities;
- or corrective action consistent with Town policy.

SECTION 21. SUPERVISORY ACCOUNTABILITY.

Supervisors and department directors shall be responsible for ensuring employee participation, departmental compliance, operational competency, and workforce development.

Failure to reasonably enforce compliance may be considered during administrative review and performance evaluations.

SECTION 22. DEMONSTRATED COMPETENCY.

The Town may require competency demonstrations through:

- testing;
- software assessments;
- field demonstrations;
- equipment demonstrations;
- operational evaluations;
- certification verification;
- or practical exercises.

Attendance alone shall not necessarily constitute successful completion of training.

SECTION 23. TRAINING DOCUMENTATION & RECORDS RETENTION.

Training records including attendance logs, certifications, testing records, completion documentation, and compliance reports shall be maintained in accordance with applicable public records retention requirements and Town policies.

Falsification of training records may result in disciplinary action.

SECTION 24. TRAINING MATRICES & DEPARTMENTAL TRAINING PLANS.

Departments shall maintain training matrices identifying:

- required certifications;
- operational qualifications;
- refresher deadlines;
- cross-training status;
- and workforce readiness needs.

Department directors shall annually develop departmental training plans identifying operational and workforce development priorities.

SECTION 25. EMERGENCY OPERATIONS SUPPORT.

Employees may be required to participate in emergency preparedness and continuity of operations training necessary to support municipal operations during hurricanes, flooding events, infrastructure failures, declared emergencies, or operational disruptions.

SECTION 26. EMERGING TECHNOLOGY & AI LITERACY.

The Town may provide training regarding emerging technologies, automation systems, artificial intelligence tools, cybersecurity practices, and digital workflow systems to improve operational efficiency and workforce readiness.

Employees shall comply with all Town technology usage and confidentiality policies.

SECTION 27. BASELINE COMPETENCY ASSESSMENTS.

A. Purpose

The Town shall conduct baseline competency assessments to establish a documented record of each employee's skills, knowledge, and operational proficiency at the time this Resolution takes effect and upon initial hire or reassignment to a new position classification.

B. Assessment Triggers

A baseline competency assessment shall be conducted:

1. Within sixty (60) days of the effective date of this Resolution for all current employees;
2. Within thirty (30) days of hire for all new employees;
3. Within thirty (30) days of reassignment to a new position classification or department;
4. At any time directed by the department director or Human Resources upon identification of a performance concern.

C. Assessment Components

Assessments may include:

- written or oral knowledge assessments;
- practical skills demonstrations;
- technology and software proficiency evaluations;
- operational equipment familiarity demonstrations;

- review of required licenses and certifications;
- and supervisory evaluations of work performance.

D. Assessment Results & Records

Assessment results shall be documented and maintained in the employee's personnel file and may be used to:

- identify training needs;
- establish measurable competency baselines;
- inform training plans;
- and support performance management decisions.

Baseline assessments are intended to identify training needs and competency levels and are not punitive in isolation.

SECTION 28. MANDATORY TRAINING TIMELINES & COMPLIANCE DEADLINES.

A. General Compliance Deadlines

New Employee Onboarding

- Civic & Government Foundations training: within thirty (30) days of hire;
- Professional Communication Standards training: within thirty (30) days of hire;
- Workplace Conduct & Harassment Prevention training: within thirty (30) days of hire;
- Technology & Microsoft Office training: within sixty (60) days of hire;
- Safety & OSHA training: within sixty (60) days of hire or prior to performing work requiring such training, whichever occurs first.
- Annual Refresher Training
- Mandatory annual training shall be completed annually unless a different certification cycle applies;
- Human Resources shall establish annual deadlines and communicate them to departments.

Position-Specific Certifications

Employees required to maintain licenses, certifications, or statutory qualifications shall maintain such qualifications in good standing.

Employees with lapsed certifications shall be placed on administrative notice and provided a reasonable opportunity to cure deficiencies consistent with applicable law and policy.

B. Training Extensions

Human Resources may grant reasonable extensions upon documented operational necessity, leave status, or other appropriate justification.

C. Non-Compliance Notices

Human Resources may issue written notices of training non-compliance to employees and supervisors when required deadlines are missed.

SECTION 29. COMPETENCY DEFICIENCY ESCALATION LADDER.

Where employees fail to meet minimum competency standards, complete required training, or maintain required qualifications, the Town may utilize progressive remediation measures including:

- counseling;
- remedial training;
- written warnings;
- Performance Improvement Plans;
- reassignment;
- demotion;
- limitation of duties;
- suspension;
- or separation consistent with Town policy, applicable law, and collective bargaining obligations.

Corrective actions shall be documented and supported by reasonable opportunity for improvement where appropriate.

Nothing herein shall prohibit the Town from imposing more immediate corrective or disciplinary action where otherwise warranted by misconduct, insubordination, safety concerns, policy violations, or applicable law.

SECTION 30. PROBATIONARY PERIOD COMPETENCY REQUIREMENTS.

Completion of onboarding training and demonstration of minimum operational competency shall be considered conditions of successful completion of probationary employment periods.

The Town may extend probationary periods, implement remediation plans, or decline to confirm probationary appointments where minimum competency expectations are not met.

SECTION 31. PERIODIC POSITION QUALIFICATION AUDITS.

Human Resources shall periodically audit positions requiring licenses, certifications, operational qualifications, or statutory credentials to ensure ongoing compliance with minimum position requirements.

Employees found out of compliance shall be provided written notice and reasonable opportunity to cure deficiencies consistent with applicable law and policy.

Audit summaries may be included in annual reports to the Town Commission.

SECTION 32. CULTURE OF PROFESSIONAL PUBLIC SERVICE.

The Town affirms that public employment carries obligations of professionalism, accountability, responsiveness, adaptability, teamwork, operational readiness, and continuous improvement.

Employees are expected to contribute positively to organizational effectiveness and support efficient, solution-oriented municipal operations.

SECTION 33. ANNUAL COMMISSION REPORT.

Administration and Human Resources shall periodically provide the Town Commission with reports summarizing:

- training completion rates;
- departmental compliance;
- workforce certifications;
- operational readiness initiatives;
- deficiencies;
- and recommendations for future workforce development.

SECTION 34. COLLECTIVE BARGAINING & LEGAL COMPLIANCE.

Nothing in this Resolution shall supersede applicable collective bargaining agreements, statutory rights, safety regulations, civil service protections, or rights otherwise provided by federal, state, or local law.

SECTION 35. NO PROPERTY RIGHT CREATED.

Nothing in this Resolution shall create:

- a contractual right;
- guaranteed promotion;
- guaranteed compensation increase;
- guaranteed assignment;
- or property interest in any training opportunity, position, duty assignment, or operational function.

The Town retains all lawful management rights consistent with applicable law and policy.

SECTION 36. CONFLICTS.

All resolutions or portions of resolutions in conflict herewith are repealed to the extent of such conflict.

SECTION 37. SEVERABILITY.

If any section, sentence, clause, or provision of this Resolution is held invalid, the remaining portions shall remain in full force and effect.

SECTION 38. EFFECTIVE DATE.

This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 10th day of June, 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 NPDES Interlocal Agreement —Sponsored by Public Works Director Odoms **RESOLUTION NO: 2026-050** **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTICIPATING MUNICIPALITIES FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT ATTACHED HERETO AS EXHIBIT A AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**
Meeting Date:	Workshop Commission Meeting - May 27, 2026
Prepared For:	Workshop Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	

Financial Implications:	
Alternatives:	

Attachments:

1. 2026-050 - NPDES ILA
2. FINAL NPDES ILA - 4-30-2026

RESOLUTION NO. 2026-050

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND PARTICIPATING MUNICIPALITIES FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT ATTACHED HERETO AS EXHIBIT A AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the United States Environmental Protection Agency requires compliance with the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permitting program pursuant to the Clean Water Act; and

WHEREAS, Broward County and its municipalities, including the Town of Pembroke Park, have historically collaborated under prior interlocal agreements to meet the requirements of the NPDES MS4 permit, with the most recent agreement executed on November 7, 2017; and

WHEREAS, the Florida Department of Environmental Protection (FDEP) has issued the next iteration of the MS4 permit, requiring continued cooperative implementation of technical activities, monitoring, reporting, and compliance responsibilities; and

WHEREAS, Broward County, acting as the "lead permittee," will conduct required technical activities and coordinate compliance responsibilities on behalf of all co-permittees, as outlined in the updated Interlocal Agreement; and

WHEREAS, the Interlocal Agreement establishes updated terms, including a five-year duration, scope of services, payment schedule, and reporting requirements, as detailed within Articles 1–12 and Exhibits A, B, and C; and

WHEREAS, the Town Commission finds that approval and execution of the updated Interlocal Agreement is in the best interest of the Town and necessary for regulatory compliance, environmental protection, and the continued operation of the NPDES MS4 program.

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

Section 1. The Town Commission hereby approves the Interlocal Agreement Among Broward County and the Municipalities, in substantially the form attached hereto as Exhibit "A."

Section 2. The Mayor is authorized to execute the Interlocal Agreement on behalf of the Town, and the Town Clerk is authorized to attest the same.

Section 3. The Town Manager, or designee, is authorized to take any and all actions necessary to implement the terms of the Interlocal Agreement, including processing payments in accordance with Exhibit B.

Section 4. All resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. If any clause or portion of this Resolution is found to be invalid by a court of competent jurisdiction, the remaining portions shall continue in full force and effect.

Section 6. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 10th day of June, 2026.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

EXHIBIT A

Prepared by:
Jennifer D. Brown, Sr. Ass't County Attorney
115 S. Andrews Ave, Room 423
Ft. Lauderdale, FL 33301

Return original or certified recorded document to:
Yvel Rocher, P.E.
Public Works and Environmental Services Department, Environmental Permitting Div.
1 North University Drive, Mailbox 201
Plantation, FL 33324-2038

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

This is an Agreement ("Agreement"), made and entered into by and among Broward County, a political subdivision of the State of Florida ("County"), and the municipalities of Coconut Creek, Cooper City, Coral Springs, Dania Beach, Davie, Deerfield Beach, Hallandale Beach, Lauderdale-By-The-Sea, Lauderdale Lakes, Lauderhill, Lighthouse Point, Margate, Miramar, North Lauderdale, Oakland Park, Parkland, Pembroke Park, Pembroke Pines, Plantation, Pompano Beach, Southwest Ranches, Sunrise, Tamarac, Weston, West Park, and Wilton Manors, municipal corporations existing under the laws of the State of Florida ("Municipalities"), (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969," and other Florida law.

B. The United States Environmental Protection Agency (EPA), under the Federal Water Pollution Control Act ("Clean Water Act") and related regulations, requires the Parties to comply with the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Program.

C. The EPA recommended that the County act as "lead permittee" and the Municipalities act as "co-permittees."

D. The State of Florida, pursuant to Section 403.0885, Florida Statutes, is empowered to establish a state NPDES program in accordance with Section 402 of the Clean Water Act.

E. The EPA delegated the NPDES permitting program to the Florida Department of Environmental Protection (FDEP). FDEP implements the program through the rules adopted in Chapter 62-624, Florida Administrative Code (F.A.C.).

F. The County, through its Public Works and Environmental Services Department (PWESD), coordinates and conducts specific technical activities required by the NPDES MS4 Permits.

G. The County, through its PWESD, plans, designs, constructs, operates, and maintains County-owned drainage facilities and drainage facilities located within the unincorporated area of Broward County, as required of NPDES MS4 permittees.

H. The Parties executed previous Interlocal Agreements on December 3, 1996, October 20, 1998, June 29, 2004, and May 7, 2013, all of which expired, to carry out tasks required by the NPDES MS4 Permit.

I. The Parties executed an Interlocal Agreement on November 7, 2017 ("Current Agreement"), after FDEP issued NPDES MS4 Permit Number FLS000016-004 for the fourth five-year period. The Current Agreement will terminate upon FDEP's issuance of the next iteration of the NPDES MS4 Permit.

J. The Municipalities wish to continue the County's services of coordinating the co-permittees, pursuant to the NPDES MS4 regulations, and managing and performing technical tasks necessary to comply with the NPDES MS4 Permit.

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

ARTICLE 1. DEFINITIONS

1.1 **Agreement Administrator.** The Director of the Environmental Permitting Division.

1.2 **Board.** The Board of County Commissioners of Broward County, Florida.

1.3 **County Administrator.** The administrative head of County appointed by the Board.

1.4 **County Attorney.** The chief legal counsel for County appointed by the Board.

1.5 **Services.** All work required by Parties under this Agreement, including without limitation all payments, deliverables, consulting, training, project management, or other services specified in Article 3 and Exhibit A.

ARTICLE 2. EXHIBITS

Exhibit A **Scope of Services**
Exhibit B **Payment Schedule**
Exhibit C **Parties' Records Custodians**

ARTICLE 3. SCOPE OF SERVICES

The Parties shall perform all Services, including, without limitation, the work specified in Exhibit A (the "Scope of Services"). The Scope of Services is a description of Parties' obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by the Parties impractical, illogical, or unconscionable. The Parties shall meet or exceed all applicable federal, state, and local laws, ordinances, codes, rules, and regulations in performing the Services. The Parties will amend the Scope of Services, if needed, to comply with the NPDES MS4 Permit conditions imposed upon permit renewal.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 The term of this Agreement shall begin on the date it is recorded pursuant to Section 11.25 ("Effective Date") and shall continue in force and effect for five (5) years, unless terminated earlier by any Party's written notice of termination provided pursuant to Article 9 ("Term").

4.2 Funding. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes. If amounts to be paid by County under this Agreement are budgeted to be funded with transportation surtax proceeds pursuant to Section 212.055(1), Florida Statutes, and such proceeds are not appropriated or available for any reason, County shall have no obligation to use ad valorem funds or any other funding source to make any payment(s) required under this Agreement and County may terminate this Agreement for convenience pursuant to Article 9.

ARTICLE 5. COMPENSATION

Each Municipality will pay County in accordance with the schedule in Exhibit B. Payments shall be due on November 30, 2026, or the Effective Date of this Agreement, whichever is later, and on or before each November 30 thereafter during the duration of this Agreement. All payments shall be made to County at the address designated for Notices under Section 11.8. If Exhibit A must be modified to incorporate changes to the NPDES MS4 Permit conditions imposed upon

permit renewal, the Parties shall modify Exhibit B as needed to account for the change in cost to perform the Services.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. The Parties represent and warrant that execution of this Agreement is within their respective legal powers, and each individual executing this Agreement on behalf of each Party is duly authorized by all necessary and appropriate action to do so and does so with full legal authority.

6.2. Truth-In-Negotiation Representation. County's compensation under this Agreement is based upon the Municipalities' representations to County, and County certifies that the information supplied, including without limitation those made by County during the negotiation of this Agreement, are accurate, complete, and current as of the date Municipalities execute this Agreement.

6.3. Public Entity Crime Act. The Parties represent that each is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represent that its entry into this Agreement will not violate that statute. Each Party further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether it has been placed on the convicted vendor list.

6.4. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. County represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it has not been identified as an entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. County represents and certifies that it is not, and throughout the Term will not be, ineligible to contract with Municipalities on any of the grounds stated in Section 287.135, Florida Statutes. County represents that it is, and throughout the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.5. Warranty of Performance. County represents and warrants that it possesses the knowledge, skill, and experience required to perform and provide all Services and that each person and entity that will provide Services is duly qualified and, to the extent required, licensed and certified by all appropriate governmental authorities to perform such Services, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. County represents and warrants that the Services shall be performed in a skillful and respectful manner, that it has or will obtain all necessary permits and approvals by applicable regulatory entities to perform the Services unless otherwise expressly stated herein, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

6.6. Prohibited Telecommunications. County represents and certifies that it does not use, and throughout the Term will not provide or use, any equipment, system, or service that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R.§§ 52.204-24 through 52.204-26.

ARTICLE 7. GOVERNMENTAL POWERS, FUNCTIONS, AND DUTIES NOT TRANSFERRED

The Parties acknowledge and agree that this Agreement does not effectuate the transfer of any municipal or County powers or functions. Each Party retains sole and ultimate responsibility for compliance within its respective jurisdiction with the NPDES MS4 Permit and all applicable laws and regulations. Notwithstanding any provision herein, all governmental powers, functions, and duties vested in the Municipalities pursuant to Florida law, or any applicable law, ordinance, or municipal charter provision, remain with the Municipalities, except to the extent that certain services are expressly performed by the County under this Agreement as an independent contractor. The performance of such services by the County shall not be construed as a delegation or transfer of authority.

ARTICLE 8. INSURANCE

The Parties are entities subject to Section 768.28, Florida Statutes, and, upon request, will provide the requesting Party with written verification of liability protection in accordance with state law.

ARTICLE 9. TERMINATION

9.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If either Party erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective thirty (30) days after such notice was provided.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by a Party with at least thirty (30) days' advance written notice to the other Parties. The Parties acknowledge having received good, valuable, and sufficient consideration for the right to terminate this Agreement for convenience including in the form of the obligation to provide advance written notice of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, County shall be paid for any Services properly performed through the termination date specified in the written notice

of termination.

9.3. No Cross-Termination. The termination of this Agreement by any one (1) Municipality shall apply solely to that terminating Municipality and shall not operate to terminate, alter, or impair the rights or obligations of the remaining Municipalities. This Agreement shall remain in full force and effect among all nonterminating Parties, and each such Party shall continue to be bound by, and entitled to enforce, the terms of this Agreement as if no termination had occurred. Any rights, remedies, or obligations accruing prior to the effective date of termination shall survive with respect to the terminating Party to the extent expressly provided herein.

9.4. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.5. In addition to any termination rights stated in this Agreement, the Parties shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by a Party due to another Parties' failure to comply with any term(s) of this Agreement.

ARTICLE 10. EEO COMPLIANCE

No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

ARTICLE 11. MISCELLANEOUS

11.1. Agreement Administrator Authority. The Agreement Administrator is authorized to coordinate and communicate with Municipalities to manage and supervise the performance of this Agreement. Agreement Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Agreement Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created or provided in connection with performing Services, whether finished or unfinished ("Documents and Work"), are the joint property of the Parties, and if a copyright is claimed, County grants Municipalities a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. If the Agreement is terminated, any reports, photographs, surveys, and other data and

documents prepared by County, whether finished or unfinished, shall be the joint property of County and the Municipalities.

11.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. To the extent County is acting on behalf of the Parties as stated in Section 119.0701, Florida Statutes, County shall:

11.3.1. Keep and maintain public records required were the Municipalities performing the services under this Agreement;

11.3.2 Upon request from any Municipality, provide that Municipality with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

11.3.3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if the records are not transferred to the Municipalities; and

11.3.4. Upon completion of the Agreement, maintain at County, at no cost to the Municipalities, all public records in possession of County upon termination of this Agreement or keep and maintain public records required were the Municipalities performing the service. If County transfers the records to the Municipalities, County shall destroy any duplicate public records that are exempt or confidential and exempt. If the County keeps and maintains public records upon completion of the Agreement, County shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Municipalities upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement may be made directly to any Party, who will be responsible for responding to any such public records requests. The Parties will provide any requested records to each other to enable timely responses to public records requests.

IF THE PARTIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PARTY'S PUBLIC RECORDS CUSTODIAN IDENTIFIED IN EXHIBIT C.

11.4. Independent Contractor. County is an independent contractor of Municipalities, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither County nor its agents shall act as officers, employees, or agents of Municipalities. County shall not have the right to bind Municipalities to any obligation not expressly undertaken by Municipalities under this

Agreement.

11.5. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

11.6. Governmental Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent by any Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by applicable law.

11.7. Third-Party Beneficiaries. No Party intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against any of them based upon this Agreement.

11.8. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this section.

IF TO COUNTY:

Public Works and Environmental Services Department
Director, Environmental Permitting Division
1 North University Drive, Mailbox 201
Plantation, Florida 33324-2038

IF TO MUNICIPALITIES:

Mayor, City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063
JWasserman@coconutcreek.gov

Mayor, City of Cooper City
9090 Southwest 50 Place
Cooper City, Florida 33328
JCurran@CooperCity.gov

Mayor, City of Coral Springs
City Hall, 9500 W Sample Road
Coral Springs, Florida 33065
sbrook@coralsprings.gov

Mayor, Town of Davie
8800 Southwest 36th Street, Bldg. C
Davie, Florida 33328
judy_paul@davie-fl.gov

Mayor, City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, Florida 33009
jcooper@hallandalebeachfl.gov

Mayor, City of Lauderdale Lakes
4300 Northwest 36th Street
Lauderdale Lakes, Florida 33319
veronicap@lauderdaleakes.org

Mayor, City of Lighthouse Point
2200 Northeast 38th Street
Lighthouse Point, Florida 33064
kvanbuskirk@lighthousepoint.com

Mayor, City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
wmessam@miramarfl.gov

Mayor, City of Oakland Park
1100 Park Lane East
Oakland Park, Florida 33334
stevena@oaklandparkfl.gov

Mayor, Town of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park, Florida 33023
gjacobs@tppfl.gov

Mayor, City of Plantation
400 Northwest 73rd Avenue
Plantation, Florida 33317
nsortal@plantation.org

Mayor, City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
jdavis@daniabeachfl.gov

Mayor, City of Deerfield Beach
150 Northeast 2nd Avenue
Deerfield Beach, Florida 33441
tdrosky@deerfieldbeachfl.gov

Mayor, Town of Lauderdale-by-the Sea
4501 Ocean Drive
Lauderdale-by-the-Sea, Florida 33308
Edmundm@lauderdalebythesea-fl.gov

Mayor, City of Lauderhill
5581 West Oakland Park Blvd
Lauderhill, Florida 33313
dgrant@lauderhill-fl.gov

Mayor, City of Margate
5790 Margate Boulevard
Margate, Florida 33063
aarserio@margatefl.com

Mayor, City of North Lauderdale
701 Southwest 71st Avenue
North Lauderdale, Florida 33068
sborgelin@nlauderdale.org

Mayor, City of Parkland
6600 University Drive
Parkland, Florida 33067
rwalker@cityofparkland.org

Mayor, City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
ACastillo@ppines.com

Mayor, City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, Florida 33060
Rex.hardin@copbfl.com

Mayor, Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330
sbreitkreuz@southwestranches.org

Mayor, City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, Florida 33351
mryan@sunrisefl.gov

Mayor, City of Tamarac
7525 Northwest 88 Avenue
Tamarac, Florida 33321
Michelle.Gomez@tamarac.gov

Mayor, City of Weston
17200 Royal Palm Boulevard
Weston, Florida 33326
mbrown@westonfl.org

Mayor, City of West Park
1965 South State Road 7
West Park, Florida 33023
Fbrunson@cityofwestpark.orgg

Mayor, City of Wilton Manors
2020 Wilton Drive
Wilton Manors, Florida 33305
snewton@wiltonmanors.com

11.9. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by any Party without the prior written consent of the Parties. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

11.10. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, the Parties are strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of the Parties. The Parties must ensure that any use of generative artificial intelligence tools does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. The Parties must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

11.11. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.12. Compliance with Laws. The Parties must comply with all applicable law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements, and all

deliverables provided for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as required by applicable law.

11.13. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to applicable law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.14 Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against any Party.

11.15. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.16. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.17. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.18. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the Parties. The County Administrator is authorized to amend Exhibits A and B to comply with the NPDES MS4 Permit conditions imposed by FDEP during the issuance of the MS4 Permit.

11.19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.20. Payable Interest.

11.20.1. Payment of Interest. Unless prohibited by applicable law, the Parties shall not be liable for interest to each other for any reason, whether as prejudgment interest or for any other purpose, and the Parties waive, reject, disclaim, and surrender any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.20.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by the Parties under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.21. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.22. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one (1) and the same agreement.

11.23. Use of Parties' Name or Logo. The Parties shall not use each other's name or logo in marketing or publicity materials without prior written consent from the applicable Party.

11.24. Anti-Human Trafficking. By execution of this Agreement by an authorized representative of County, County hereby attests under penalty of perjury that County does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of County declares that they have read the foregoing statement and that the facts stated in it are true.

11.25. Recording. This Agreement shall be recorded in accordance with Section 163.01, Florida Statutes.

(Remainder of page intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2026; and Municipalities, signing by and through their officials as reflected below, duly authorized to execute the same.

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 _____, 2026

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_____
Jennifer D. Brown (Date)
Senior Assistant County Attorney

By_____
Maite Azcoitia (Date)
Deputy County Attorney

JDB/gmb
NPDES MS4 5th Issuance ILA
02/25/26
#[Imanage file #]

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF COCONUT CREEK

ATTEST:

By: _____
CITY MAYOR

_____
CITY 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:

_____
City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF COOPER CITY

ATTEST:

By: _____
CITY MAYOR

_____
CITY 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:

_____
City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF CORAL SPRINGS

ATTEST:

By: _____
CITY MAYOR

_____
CITY 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:

_____
City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF DANIA BEACH

ATTEST:

By: _____
CITY MAYOR

_____
CITY 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:

_____
City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

TOWN OF DAVIE

ATTEST:

By: _____
TOWN MAYOR

_____
CITY 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:

_____
Town Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF DEERFIELD BEACH

ATTEST:

By: _____
CITY MAYOR

_____
CITY 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:

_____
City Attorney

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CITY OF HALLANDALE BEACH

ATTEST:

By: _____
CITY MAYOR

_____
CITY CLERK

_____
Print Name

_____ day of _____, 20___

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City Attorney

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TOWN OF LAUDERDALE-BY-THE-SEA

ATTEST:

By: _____
TOWN MAYOR

_____
CITY 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:

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Town Attorney

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CITY OF LAUDERDALE LAKES

ATTEST:

By: _____
CITY MAYOR

_____
CITY CLERK

_____
Print Name

_____ day of _____, 20___

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City Attorney

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CITY OF LAUDERHILL

ATTEST:

By: _____
CITY MAYOR

_____
CITY CLERK

_____
Print Name

_____ day of _____, 20___

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City Attorney

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CITY OF LIGHTHOUSE POINT

ATTEST:

By: _____
CITY MAYOR

_____
CITY CLERK

_____
Print Name

_____ day of _____, 20___

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City Attorney

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CITY OF MARGATE

ATTEST:

By: _____
CITY MAYOR

_____
CITY CLERK

_____
Print Name

_____ day of _____, 20___

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City Attorney

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CITY OF MIRAMAR

ATTEST:

By: _____
CITY MAYOR

_____
CITY CLERK

_____
Print Name

_____ day of _____, 20___

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City Attorney

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CITY OF NORTH LAUDERDALE

ATTEST:

By: _____
CITY MAYOR

_____
CITY CLERK

_____
Print Name

_____ day of _____, 20___

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City Attorney

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CITY OF OAKLAND PARK

ATTEST:

By: _____
CITY MAYOR

_____
CITY CLERK

_____
Print Name

_____ day of _____, 20___

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City Attorney

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CITY OF PARKLAND

ATTEST:

By: _____
CITY MAYOR

_____
CITY CLERK

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Print Name

_____ day of _____, 20___

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City Attorney

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TOWN OF PEMBROKE PARK

ATTEST:

By: _____
TOWN MAYOR

_____
CITY CLERK

_____
Print Name

_____ day of _____, 20___

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Town Attorney

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CITY OF PEMBROKE PINES

ATTEST:

By: _____
CITY MAYOR

_____
CITY CLERK

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Print Name

_____ day of _____, 20___

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CITY OF PLANTATION

ATTEST:

By: _____
CITY MAYOR

_____
CITY CLERK

_____
Print Name

_____ day of _____, 20___

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City Attorney

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CITY OF POMPANO BEACH

ATTEST:

By: _____
CITY MAYOR

_____
CITY CLERK

_____
Print Name

_____ day of _____, 20___

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CITY OF SUNRISE

ATTEST:

By: _____
CITY MAYOR

_____
CITY CLERK

_____
Print Name

_____ day of _____, 20___

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City Attorney

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TOWN OF SOUTHWEST RANCHES

ATTEST:

By: _____
TOWN MAYOR

_____
CITY CLERK

_____
Print Name

_____ day of _____, 20___

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Town Attorney

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CITY OF TAMARAC

ATTEST:

By: _____
CITY MAYOR

_____
CITY CLERK

_____
Print Name

_____ day of _____, 20___

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City Attorney

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CITY OF WESTON

ATTEST:

By: _____
CITY MAYOR

_____
CITY CLERK

_____
Print Name

_____ day of _____, 20___

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City Attorney

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CITY OF WEST PARK

ATTEST:

By: _____
CITY MAYOR

_____
CITY CLERK

_____
Print Name

_____ day of _____, 20___

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City Attorney

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CITY OF WILTON MANORS

ATTEST:

By: _____
CITY MAYOR

_____
CITY 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:

_____
City Attorney

EXHIBIT A
SCOPE OF SERVICES

The Permittees consist of the Broward County ("County"), by and through its Public Works and Environmental Services Department ("PWESD") and local governments within Broward County ("Municipalities"). The Permittees are responsible for completing the activities under Parts III, V, and VIII of the NPDES MS4 permit. County will perform specific technical activities under Parts III and V of the NPDES MS4 Permit on behalf of the Permittees.

The tables below identify interlocal responsibilities and reporting requirements for activities under Parts III, V, and VIII of the NPDES MS4 Permit.

PART III. SCHEDULES FOR IMPLEMENTATION AND COMPLIANCE

A. <u>Implementation of Stormwater Management Programs.</u>

STORMWATER MANAGEMENT PROGRAM: *1. Structural Controls and Stormwater Collection Systems Operation.*			
PERMITTEE(S)	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Maintain an up-to-date inventory of the structural controls and roadway stormwater collection structures operated by the Permittee, including, as applicable, all of the types of control structures listed in Table II.A.1.a of the Permit.	County & Municipalities	Report the current known inventory in each Annual Report.
	Provide an inventory of all known major outfalls covered by the Permit and a map depicting the location of the major outfalls (hard copy or electronic).	County & Municipalities	Provide the outfall inventory and map with the Year 1 Annual Report.

STORMWATER MANAGEMENT PROGRAM: ***1. Structural Controls and Stormwater Collection Systems Operation.***			
PERMITTEE(S)	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a structural control inspection and maintenance program to conduct inspections and maintenance of the structural controls and roadway stormwater collection systems operated by the permittee in accordance with Table II.A.1.a of the Permit to reduce pollutants, including floatables, in discharges from the MS4. The written Standard Operating Procedure (SOP) shall be reviewed annually. Maintain an internal record keeping system to schedule and document inspections and maintenance activities conducted on the structural controls and roadway stormwater collection structures operated by the Permittee. Retain copies of the contractual agreement that specifies the schedule and frequency of the inspection and maintenance activities to be conducted.	County & Municipalities	Report the number of inspection and maintenance activities conducted for each applicable type of structure included in Table II.A.1.a, and the percentage of the total inventory of each type of structure inspected and maintained in each Annual Report. If the minimum inspection frequencies set forth in Table II.A.1.a were not met, provide as an attachment an explanation of why they were not and a description of the actions that will be taken to ensure that they will be met in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: *2. Areas of New Development and Significant Redevelopment.*			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Continue to adhere to the policies of the Permittee's current Comprehensive Plan (or similar document) and the requirements of local codes and regulations, as well as development review and permitting procedures, that incorporate stormwater quality considerations into land-use planning and development activities to reduce pollutants in stormwater discharges from areas of new development and significant redevelopment, and guide new development away from environmentally sensitive areas. The comprehensive planning process shall limit the increases in the discharge of pollutants in stormwater as a result of new development, and shall reduce the discharge of pollutants in stormwater from redeveloped areas, consistent with the requirements set forth in the ERP rules of the SFWMD. Maintain documentation of the new development and significant redevelopment project review activity.	Municipalities for their codes and County for Ch.27 and Vol.4 in area of ERP delegation	Report the number of significant development projects, including new and redevelopment projects reviewed and approved by the Permittee for post-development stormwater considerations in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: *2. Areas of New Development and Significant Redevelopment.*			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Conduct an inter-departmental review of the Permittee's current local codes and land development regulations to identify potential changes to existing codes and regulations that will further reduce the stormwater impacts of new development and areas of significant redevelopment. In particular, focus on changes to the code that will promote low impact design, also termed green infrastructure: reductions in impervious surfaces, the use of swales or other retention BMPs, the incorporation of low impact development principles, reduction in flow and volume of stormwater, increase in natural hydrology, and adherence to the principles of the Florida Yards and Neighborhoods program in new landscaping. Develop a summary report of the review activity that includes the following information: all applicable local code and regulation citations reviewed (both current and draft); a description of the current and proposed techniques aimed at reducing the stormwater impacts of new development and areas of significant redevelopment that are included within the applicable codes and regulations; a description of innovative stormwater planning techniques, including those described above, recommended for possible future incorporation into the codes and regulations (beyond what may be currently in draft); and, a plan for implementing changes to codes and regulations. Develop a follow-up report that summarizes plan implementation to change the local codes and regulations and promote reducing stormwater impacts from new development and areas of significant redevelopment.	Municipalities for their codes and County for Ch. 27 and Vol. 4 in area of ERP delegation	Provide in the Year 2 Annual Report the summary report of the review activity. Provide in the Year 4 Annual Report the follow-up report on plan implementation.

STORMWATER MANAGEMENT PROGRAM: 3. Roadways.			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a litter control program for public streets, roads, and highways, including rights-of-way operated by the Permittee; and procedures to properly dispose of collected material. Implement the program on a monthly, or on an as needed, basis. The written SOP shall be reviewed annually. Maintain documentation of the litter control program activities.	County & Municipalities	Report on the litter control program, including the frequency of litter collection, an estimate of the total number of road miles cleaned or amount of area covered by the activities, and an estimate of the quantity of litter collected in each Annual Report.
ALL	In addition to the litter collection program, consider promoting and coordinating an "Adopt-A-Road" (or similar) program where volunteers collect litter along roadways within the Permittee's jurisdictional area. This activity may be accomplished through cooperative efforts with other Permittees, public agencies, or private entities. Maintain documentation of the Adopt-A-Road (or similar program) activities.	County & Municipalities	If an Adopt-A-Road or similar program is implemented, report the total number of road miles cleaned and an estimate of the quantity of litter collected in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 3. Roadways.			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a street sweeping program for highways and streets, including rights-of-way, with curbs and gutters operated by the permittee. The SOP shall include the criteria for determining which roadways will be swept and the frequency of sweeping, proper disposal of collected material, and the method for quantifying and tracking the amount of material removed by the street sweepers. The written SOP shall be reviewed annually. The Permittees shall use the results of the Florida Stormwater Association MS4 Project to calculate the total nitrogen (TN) and total phosphorus (TP) load reductions. This report and the associated spreadsheet to calculate the nutrient loadings are available online at: http://www.dep.state.fl.us/water/stormwater/npdes/MS4_1.htm. A Permittee may use results from a similar study if it is approved by the FDEP. Maintain documentation of the street sweeping program activities.	County & Municipalities	Report on the street sweeping program, including the frequency of the sweeping, total miles swept, an estimate of the quantity of sweepings collected, and the estimated pounds of TN and TP that were removed by the collection of sweepings, in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 3. Roadways.			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a roadway maintenance program to reduce the pollutants in stormwater runoff from areas associated with road repair and maintenance, and from permittee-owned or operated equipment yards and maintenance shops that support road maintenance activities. The pollution prevention practices during road repair shall include limiting the amount of soil disturbance to the immediate area under repair and using appropriate stormwater, erosion, and sedimentation control BMPs from the *Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual* (FDEP, most current version) and from the *State of Florida Erosion and Sediment Control Design and Review Manual,* (Prepared for FDOT & FDEP; by the State Erosion and Sediment Control Task Force, 2013) until disturbed areas are stabilized. The Permittee shall identify the equipment yards and maintenance shops that support road maintenance activities and determine the necessary control measures and procedures to be employed at each facility through annual site inspections. The written SOP shall be reviewed annually. Maintain documentation of the inspections that demonstrate the stormwater concerns reviewed and the appropriate control measures and procedures implemented or needing to be implemented.	County & Municipalities	Report the number of applicable facilities and the number of inspections conducted for each facility in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 4. Flood Control Projects.			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Stormwater treatment shall be provided for all flood management projects undertaken by the permittee as required by the ERP rules of the SFWMD. Continue to maintain a list of stormwater capital improvement projects proposed by the Stormwater Management Master Plan or Basin Master Planning studies (or a similar document). Include in the project list any retrofits of existing structural flood control devices to provide additional pollutant removal from stormwater. Existing structural flood control devices shall be evaluated to determine if retrofitting the device to provide additional pollutant removal from stormwater is needed or feasible. A "stormwater retrofit project" is primarily to provide stormwater treatment for areas currently without treatment or requiring additional stormwater treatment.	County & Municipalities	Report the total number of flood control projects that were constructed by the Permittee during the reporting period and the number of those projects that did not include stormwater treatment in each Annual Report. The Permittee shall provide a list of the projects where stormwater treatment was not included with an explanation for each of why it was not. Report on any stormwater retrofit planning activities and the associated implementation of retrofitting projects to reduce stormwater pollutant loads from existing drainage systems.

STORMWATER MANAGEMENT PROGRAM: **5.** ***Municipal Waste Treatment, Storage, or Disposal Facilities Not Covered by an NPDES Stormwater Permit.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a Municipal Waste Treatment, Storage, or Disposal (TSD) facility program for inspections and implementation of measures to control discharges from the following facilities that are not otherwise covered by an NPDES stormwater permit: • Operating municipal landfills; • Municipal waste transfer stations; • Municipal waste fleet maintenance facilities; and • Other municipal waste treatment, waste storage, and waste disposal facilities. The Permittee shall identify the applicable facilities and shall determine the necessary control measures and procedures to be employed at each facility through annual site inspections. Site specific monitoring may be required as detailed in Part III.A.8.b. The written SOP shall be reviewed annually. Maintain documentation of the inspections that demonstrates the stormwater concerns reviewed, and the appropriate pollution control measures and procedures implemented or needing to be implemented.	PWESD for County facilities Municipalities for their own facilities	Report the number of applicable facilities and the number of inspections conducted for each facility in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 6. Pesticides, Herbicides, and Fertilizer Application.			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Continue to require proper certification and licensing by the Florida Department of Agriculture and Consumer Services (FDACS) for all applicators contracted to apply pesticides or herbicides (commercial applicator) on Permittee-owned property, as well as any Permittee personnel (public applicator) employed in the application of these products. Maintain a list of the public applicators and contracted commercial applicators of pesticides and herbicides who are FDACS certified/licensed.	County & Municipalities	Report the number of public applicators and contracted commercial applicators of pesticides and herbicides who are FDACS certified/licensed in each Annual Report.
ALL	All Permittee personnel applying fertilizer shall be trained through the Green Industry BMP Program. A Permittee who contracts the application of fertilizer shall use only commercial applicators of fertilizer who have obtained a limited certification for urban landscape commercial fertilizer application under Section 482.1562, F.S. Maintain a list of the Permittee personnel who have been trained through the Green Industry BMP Program and the contracted commercial applicators of fertilizer who are FDACS certified/licensed.	County & Municipalities	Report the number of Permittee personnel who have been trained through the Green Industry BMP Program and the number of contracted commercial applicators of fertilizer who are FDACS licensed in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 6. Pesticides, Herbicides, and Fertilizer Application.			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Pursuant to Section 403.9337, F.S., all local governments are encouraged to adopt a Florida-Friendly Landscaping Ordinance similar to the one set forth in the *Florida-Friendly Guidance Models for Ordinances, Covenants and Restrictions.* This model ordinance incorporates Florida-Friendly landscaping and irrigation design requirements, Florida-Friendly fertilizer requirements, and training and certification requirements. If the broader Florida-Friendly Landscaping ordinance described above is not adopted, then all local governments within the watershed of a nutrient-impaired water body shall adopt the Department's *Model Ordinance for Florida-Friendly Fertilizer Use on Urban Landscapes* pursuant to Section 403.9337, F.S., or an ordinance that includes all of the elements set forth in the Model Ordinance. The requirements in this section apply to impaired waterbodies established as of the effective date of this permit. The ordinance shall be adopted within 24 months of the date of permit issuance.	County & Municipalities	Provide a copy of the adopted ordinance with the Year 2 Annual Report.
ALL	Implement a public education and outreach program to encourage citizens to reduce their use of pesticides, herbicides, and fertilizers. The program shall include the distribution of public education materials describing the need to minimize the application of fertilizers, pesticides and herbicides, and promote actions such as incorporating Florida-Friendly landscaping concepts into new landscaping projects.	County	

STORMWATER MANAGEMENT PROGRAM: 6. Pesticides, Herbicides, and Fertilizer Application.			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	The written SOP for implementation of the program shall include the following and be reviewed annually: • The goals and objectives; • The topics to be addressed; • A description of the target audience(s); • A description of the activities and materials (including which topics are to be addressed by each) for each target audience and why those activities/materials were chosen; • The methods for distribution; • The annual schedule for the activities/distribution; • The method for documenting the outreach activities; • Identification of the staff / department(s) / entities responsible for performing the outreach activities; and • A description of the resources allocated to implement the program. A single SOP may address all three of the required public education and outreach topics as per Parts III.A.6, III.A.7.e and III.A.7.f of the Permit. Maintain documentation of the type and number of public education and outreach activities conducted, the type and number of materials distributed, and the number of Web site visits (if applicable).	(continued)	Report on the public education and outreach activities that are performed or sponsored by the Permittee within the Permittee's jurisdiction to encourage citizens to reduce their use of pesticides, herbicides and fertilizers, including the type and number of activities conducted, the type and number of materials distributed, and the number of Web site visits (if applicable) in each Annual Report .

STORMWATER MANAGEMENT PROGRAM: 6. Pesticides, Herbicides, and Fertilizer Application.			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	Compliance with this element may be achieved through participating in the Florida Yards and Neighborhoods (FYN) program administered by the UF/IFAS County Extension.	(continued)	
ALL	Implement a pesticide, herbicide and fertilizer application program to minimize the use of pesticides, herbicides, and fertilizers on public property and to properly apply, store, and mix these products. The written SOP for the program shall be reviewed annually and include items such as: • Incorporating Florida-Friendly landscaping and fertilization on all landscape projects; • Maintaining an inventory of pesticides, herbicides, and fertilizers; • Properly storing products; • Eliminating spraying programs with minimal effectiveness; • Using non-toxic pesticides where practical; • Timing applications for maximum effectiveness by considering growth cycles; and • Using efficient chemical management practices such as drift-retardants and applying during appropriate weather conditions.	County & Municipalities	As Needed

STORMWATER MANAGEMENT PROGRAM: 6. Pesticides, Herbicides, and Fertilizer Application.			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	If the Permittee operates one or more golf courses, the courses shall be operated in a manner that is consistent with the *Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses* manual (Florida DEP, 2007, or most current version). Maintain documentation of the procedures.	(continued)	

STORMWATER MANAGEMENT PROGRAM: **7. a.)** ***Illicit Discharges and Improper Disposal - Inspections, Ordinances, and Enforcement Measures.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Where applicable, strengthen the legal authority to conduct inspections, conduct monitoring, control illicit discharges, illicit connections, illegal dumping and spills into the MS4 and to require compliance with conditions in ordinances, permits, contracts, and orders. This includes the legal authority to take legal action to eliminate illicit discharges or connections. Continue, as necessary, an assessment of the non-stormwater discharges listed under Part II.A.7.a of the Permit, as well as any other non-stormwater discharges, which will be allowed to be discharged to the MS4.	County & Municipalities	Report amendments, as needed, in the Year 4 Annual Report.

STORMWATER MANAGEMENT PROGRAM: **7. b.)** ***Illicit Discharges and Improper Disposal - Dry Weather Field Screening.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	***RESERVED*** Florida's hydrologic and water table conditions make dry weather field screening impossible in many areas. Instead, FDEP concluded that more environmental benefits can be achieved through the implementation of a proactive illicit discharge detection program, which is set forth in the remaining sections of Part III.A.7 of the Permit.	N/A	As Needed

STORMWATER MANAGEMENT PROGRAM: **7. c.)** ***Illicit Discharges and Improper Disposal - Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a proactive inspection program to inspect the MS4 and identify and eliminate sources of illicit discharges, illicit connections, illegal dumping, or other sources of non-stormwater to the MS4 (excluding those non-stormwater discharges listed in Part II.7.a). The written SOP for the program shall include the following and be reviewed annually: • A list of priority areas/facilities; • An annual schedule for inspections; • Procedures for conducting MS4/facility inspections; • Procedures for confirming whether a facility has coverage under FDEP's *NPDES Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity* (MSGP, Rule 62-621.300(5), F.A.C.), and notifying FDEP's NPDES Stormwater Program if the permittee suspects the facility does not have coverage, if applicable); • Procedures for tracing the source of an illicit discharge/connection; • Procedures for eliminating the discharge/connection; • Procedures for documenting inspections and enforcement activities (including use of a standard form/report with the date and findings of inspection, type of illicit discharge found, type of enforcement taken, date of verification of elimination, and non-permitted MSGP facility referrals); • Procedures for enforcement actions or referrals to the appropriate jurisdictional authority (e.g. applicable MS4 operator, FDEP, DOH or SFWMD); • Identification of the staff/department(s)/entities responsible for performing inspections and enforcement activities; and	County	Report on the proactive inspection program, including the number of inspections conducted, the number of illicit activities found, and the number and type of enforcement actions taken or the number of referrals completed in each Annual Report.

	• A description of the resources allocated to implement the plan.		
STORMWATER MANAGEMENT PROGRAM: **7. c.)** ***Illicit Discharges and Improper Disposal - Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	Priority areas shall include the following as applicable to the Permittee's jurisdiction: • Watersheds with bacteria TMDLs; • Areas with older infrastructure; • Industrial, commercial, or mixed use areas; • Facilities inspected in conjunction with other programs (e.g., industrial pretreatment inspections, health inspections, fire inspections, etc.); • Areas with a history of past illicit discharge and/or illegal dumping; • Areas with on-site sewage disposal systems; and • Areas upstream of sensitive or impaired water bodies. The plan must include annual inspections in each Permittee's jurisdiction.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: **7. c.)** ***Illicit Discharges and Improper Disposal- Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a reactive investigation program to conduct reactive investigations to identify and eliminate the source(s) of illicit discharges, illicit connections or illegal dumping to the MS4 based on reports received from permittee personnel, contractors, citizens, or other entities regarding suspected illicit activity. Based upon the reports received, investigate the suspected illicit activity. Through additional sampling or investigation and systematically tracing the source upstream from the point of initial detection, identify the source of the problem. If an illicit discharge or connection is found, the Permittee shall take appropriate action(s) under its illicit discharge program (ordinance or other regulatory mechanism), including enforcement actions where necessary, to correct or eliminate the discharge or connection. If the Permittee determines or suspects that an industrial facility does not have coverage as required under the Department's MSGP, it shall notify FDEP's NPDES Stormwater Program and provide the name and address of the facility. The written SOP shall be reviewed annually.	PWESD	Report on the reactive investigation program as it relates to responding to reports of suspected illicit discharges, including the number of reports received, the number of investigations conducted, the number of illicit activities found, and the number and type of enforcement actions taken in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: **7. c.)** ***Illicit Discharges and Improper Disposal Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	Maintain documentation (standard form/report) of the reactive investigations performed, including the date of the initial complaint or observation (from Permittee personnel, contractors, citizens, or other entities), source and type of illicit discharge, date of the investigation, findings of the investigation, type of enforcement action(s) taken, date of verification of elimination, and any non-permitted MSGP facility referrals completed.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: **7. c.)** ***Illicit Discharges and Improper Disposal -Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a training program for the training of all appropriate Permittee personnel and contractors employed by or under contract with the Permittee (including field crews, fleet maintenance staff, and inspectors) to identify and report conditions in the stormwater system that may indicate the presence of illicit discharges/connections/dumping to the MS4. Instruct personnel and appropriate contractors to be alert for illicit connections and suspicious flows during routine maintenance activities (particularly in areas with high risk facilities). The training shall include an overview of the NPDES stormwater permitting requirements under FDEP's MSGP, and the types of facilities covered. The written SOP for the program shall be reviewed annually and include the following: • A description of the topics; • A description of the personnel and contractors targeted; • The methods and materials to be used; • Identification of staff/department(s)/entities to perform training; • The method for documenting (in-house and outside) training activities; and • The annual training schedule for new and current personnel.	PWESD to provide training based on the staff sent by County & Municipalities	Report the type of training activities, and the number of permittee personnel and contractors trained in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: **7. c.)** ***Illicit Discharges and Improper Disposal - Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	A single SOP may address all the training required as per Parts III.A.7.c, III.A.7.d and III.A.9.c of the Permit. Maintain documentation of the training activities, including the date of the training, the type of training, the topic(s) covered, and the names and affiliations of the participants.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: **7. d.)** ***Illicit Discharges and Improper Disposal - Spill Prevention and Response.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a spill prevention/spill response program with procedures to prevent, contain, and respond to spills that discharge into the MS4. Ensure that spills, regardless of whether they are hazardous, are properly addressed. The written SOP shall be reviewed annually identify the applicable staff/ entities to be notified of spills, control measures and procedures to minimize or prevent spills, and the method for documenting program activities. Maintain documentation of the spill prevention and response activities.	County & Municipalities	Report on the spill prevention and response activities, including the number of spills responded to in each Annual Report.
ALL	Implement a training program for the training of all appropriate Permittee personnel and contractors employed by or under contract with the permittee (including field crews, firefighters, fleet maintenance staff and inspectors) on proper spill prevention, containment, and response techniques and procedures. The training shall include how to prevent a spill, recognize and quickly assess the nature of a spill, contain a spill, and promptly report hazardous material and chemical spills to the appropriate authority.	PWESD to provide training based on the staff sent by County & Municipalities	Report the type of training activities, and the number of Permittee personnel and contractors trained in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: **7. d.)** ***Illicit Discharges and Improper Disposal - Spill Prevention and Response.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	The written SOP for the program shall include the following and be reviewed annually: • A description of the topics; • A description of the personnel and contractors targeted; • The methods and materials to be used; • Identification of the staff / department(s) / outside entities who will perform the training; • The method for documenting (in-house and outside) training activities; and • The annual schedule of training for new and current personnel. A single SOP may address all the training required as per Parts III.A.7.c, III.A.7.d and III.A.9.c of the Permit. Maintain documentation of the training activities, including the date of the training, the type of training, the topic(s) covered, and the names and affiliations of the participants.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: **7. e.)** ***Illicit Discharges and Improper Disposal - Public Reporting.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a public education and outreach program to promote, publicize, and facilitate public reporting of the presence of illicit discharges and improper disposal into the MS4. The Permittee shall maintain and publicize a phone line for public reporting of suspected illicit discharges and improper disposal. The Permittee shall also disseminate information on the problems associated with illicit discharges, illicit connections and improper disposal, how to identify them, and how to report incidents discovered. The written SOP for the program shall include the following and be reviewed annually: • The goals and objectives; • The topics to be addressed; • A description of the target audience(s); • A description of the activities and materials (including which topics are to be addressed by each) for each target audience and why those activities/materials were chosen; • The methods for distribution; • The annual schedule for the activities/distribution; • The method for documenting activities; • Identification of the staff / department(s) / entities responsible for performing the outreach activities; and • A description of the resources allocated to implement the program.	PWESD	Report on the public education and outreach activities that are performed or sponsored by the Permittee within the Permittee's jurisdiction to encourage the public reporting of suspected illicit discharges and improper disposal of materials, including the type and number of activities conducted, the type and number of materials distributed, and the number of website visits (if applicable) in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 7. e.) *Illicit Discharges and Improper Disposal - Public Reporting.*			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	A single SOP may address all three of the required public education and outreach topics as per Parts III.A.6, III.A.7.e and III.A.7.f of the Permit. Maintain documentation of the type and number of public education and outreach activities conducted, the type and number of materials distributed, and the number of website visits (if applicable).	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: **7. f.)** ***Illicit Discharges and Improper Disposal- Oils, Toxics, and Household Hazardous Waste Control.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a public education and outreach program to encourage the proper use and disposal of used motor vehicle fluids, leftover hazardous household waste (HHW), and lead acid batteries. Routinely inform the public of the locations of collection facilities, a description of the types of materials accepted and the hours of operation. The program may include an activity such as the stenciling/marking of municipally-owned storm sewer inlets, and providing information through the Internet, utility bill inserts, brochures, flyers, PSAs, presentations, etc. The written SOP for the program shall also include the following and be reviewed annually: • The goals and objectives; • The topics to be addressed; • A description of the target audience(s); • A description of the activities and materials (including which topics are to be addressed by each) for each target audience and why those activities/materials were chosen; • The methods for distribution; • The annual schedule for the activities/distribution; • The method for documenting the activities; • Identification of the staff/department(s)/entities responsible for performing the outreach activities; and • A description of the resources allocated to implement the program.	County & Municipalities	Report on the public education and outreach activities that are performed or sponsored by the Permittee within the Permittee's jurisdiction to encourage the proper use and disposal of oils, toxics, and household hazardous waste, including the type and number of activities conducted, the type and number of materials distributed, the amount of waste collected/recycled/properly disposed, and the number of website visits (if applicable) in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: **7. f.)** ***Illicit Discharges and Improper Disposal Oils, Toxics, and Household Hazardous Waste Control.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	A single SOP may address all three of the required public education and outreach topics as per Parts III.A.6, III.A.7.e and III.A.7.f of the Permit. Maintain documentation of the type and number of public education and outreach activities conducted, type and number of materials distributed, amount of waste collected/recycled/properly disposed, and number of website visits (if applicable).	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: **7. g.)** ***Illicit Discharges and Improper Disposal - Limitation of Sanitary Sewer Seepage.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a wastewater contamination program to reduce or eliminate sanitary wastewater contamination into the MS4, including discharges to the MS4 from sanitary sewer overflows (SSOs) and from inflow/infiltration from collection/transmission systems and/or septic tank systems. Example activities to reduce sanitary wastewater contamination include: repair/lining of sanitary sewer; septic systems removed emergency generator added. The Permittee should contact the appropriate authorities for accurate reporting information, such as the sanitary sewer system operator who is responsible for investigating and eliminating SSOs and the local health department who is responsible for permitting/overseeing septic tank systems. Advise the appropriate utility owner of a possible violation if constituents common to wastewater contamination are discovered in the Permittee's MS4. The written SOP shall be reviewed annually. Maintain documentation of the SSOs and inflow/infiltration incidents addressed.	County & Municipalities	Report on the type and number of activities undertaken to reduce or eliminate SSOs and inflow/infiltration, the number of SSOs or inflow/infiltration incidents found and the number resolved, and the name of the owner of the sanitary sewer system within the permittee's jurisdiction in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: **8. a.)** ***Industrial and High Risk Runoff - Identification of Priorities and Procedures for Inspections.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Maintain an up-to-date inventory of all existing high-risk facilities discharging into the Permittee's MS4. The inventory shall identify the facility outfall to the MS4, the MS4 outfall and receiving surface water body. For the purposes of the Permit, high risk facilities include: • Operating municipal landfills; • Hazardous waste treatment, storage, disposal and recovery facilities; • Facilities that are subject to EPCRA Title III, Section 313 (Toxics Release Inventory (TRI) maintained by the U.S. EPA); and • Any other industrial or commercial discharge that the permittee determines is contributing a substantial pollutant loading to the Permittee's MS4. This may include facilities identified through the proactive inspection program as per Part III.A.7.c of the Permit, or an MSGP as the Permittee deems necessary.	PWESD	Report on the high risk facilities inventory, including the type and total number of high risk facilities and the number of newly added facilities each year in each Annual Report.
ALL	Implement a high-risk facility program for conducting inspections of high-risk facilities to determine compliance with all appropriate aspects of the stormwater program (e.g., no illicit discharges/connections/dumping, compliance with local stormwater regulation requirements, and confirm coverage under FDEP's MSGP, if applicable).	PWESD	(see next page)

STORMWATER MANAGEMENT PROGRAM: **8. a.)** ***Industrial and High Risk Runoff - Identification of Priorities and Procedures for Inspections.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	The written SOP for the program shall include the following and be reviewed annually: • Procedures for prioritizing the inventoried facilities for inspection; • An inspection schedule (that includes inspecting each facility at least once during the permit cycle); • Procedures for conducting the site inspections (including confirming whether a facility has coverage under the MSGP, if applicable); • Procedures for addressing illicit discharges to the MS4; • Procedures for documenting the inspections and any enforcement activities (including use of a standard form/report); • Identification of the staff/department(s)/outside entities responsible for performing the inspections and the enforcement activities; • A schedule for training inspectors as per Part III.A.7.c of the Permit; and • A description of the resources allocated to implement the plan.	(continued)	Report on the high-risk facilities inspection program, including the number of inspections conducted, and the number and type of enforcement actions taken, in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: **8. a.)** ***Industrial and High Risk Runoff - Identification of Priorities and Procedures for Inspections.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	If the inspection identifies conditions or activities that are in violation of local codes and ordinances, the Permittee shall implement the necessary enforcement to prevent the discharge of pollutants to the MS4. If the Permittee determines or suspects that an industrial facility does not have coverage as required under FDEP's MSGP, it shall notify FDEP's NPDES Stormwater Program and provide the name and address of the facility. Maintain documentation of the high-risk inspections performed, including the date of the inspection, findings of the inspection, type of illicit discharge(s) found, type of enforcement action(s) taken, date of verification of elimination, and any non-permitted MSGP facility referrals completed.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: **8. b.)** ***Industrial and High Risk Runoff - Monitoring for High Risk Industries.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Sampling of the discharge to the stormwater system may be required on an as-needed basis if inspections of high-risk facilities disclose suspected illicit discharges to the MS4. New high-risk industrial facilities as defined in 40 C.F.R. 122.26(d)(2)(iv)(C) must be evaluated to determine if the new discharge is contributing a substantial pollutant load to the MS4. The evaluation may include site-specific sampling. Maintain documentation of the sampling activities.	PWESD	Report the number of high-risk facilities sampled in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: **9. a.)** ***Construction Site Runoff - Site Planning and Non-Structural & Structural Best Management Practices.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a pre-construction site plan review program. The written SOP for the program shall include the following and be reviewed annually: • Implement the local codes or land development regulations that require the use and maintenance of appropriate structural and non-structural erosion, sedimentation and waste controls during construction to reduce the discharge of pollutants to the MS4. Consider innovative structural and non-structural BMPs and new technologies as they evolve for use on Permittee projects. • Notify permit applicants of the need to obtain all required stormwater permits including but not limited to, the ERP from the SFWMD or FDEP Southeast District Office, and the FDEP's *NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities* (CGP; Rule 62-621.300(4), F.A.C.), as applicable. • Confirm that ERP and CGP coverage was obtained, as applicable, prior to commencement of any land grading, excavation, or clearing (local approvals are not contingent upon obtaining these permits). Maintain documentation of the pre-construction site plan review activity, including notification and confirmation of ERP and CGP coverage.	Municipalities for local ordinances. County for County regulations	Report the number of Permittee and private pre-construction site plans reviewed and approved for stormwater erosion, sedimentation and waste controls, the number of permit applicants notified of ERP and CGP, and confirmations of coverage in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: **9. b.)** ***Construction Site Runoff - Inspection and Enforcement.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a construction site inspection program for stormwater, erosion and sedimentation inspections of construction sites discharging stormwater to the MS4. The plan shall apply to both Permittee-operated and privately-operated construction projects discharging into the Permittee's MS4, unless the Permittee does not have the ability to obtain the legal authority to inspect privately-operated sites. For FDOT District Four & Florida's Turnpike Enterprise, privately-operated sites are those sites within FDOT's right-of-way that were issued a Drainage Connection Permit (DCP); construction inspections are outfall inspections. The written SOP for the program shall include the following and be reviewed annually: • Prioritization and frequency schedule for construction site inspections. The schedule must identify the priorities for selecting sites to be inspected and the site inspection frequencies deemed by the Permittee to be appropriate to provide protection from pollutant discharges to the MS4 and surface waters to the MEP.	County for unincorporated areas. Municipalities in their jurisdiction	Report on the inspection program for privately-operated and Permittee-operated construction sites, including the number of active construction sites during the reporting year, the number of inspections of active construction sites, the percentage of active construction sites inspected, and the number and type of enforcement actions / referrals taken, in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 9. b.) *Construction Site Runoff - Inspection and Enforcement.*			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	• Inspections shall occur at multiple phases of construction, at all phases determined as necessary and appropriate. At a minimum, inspections shall occur at least once prior to land disturbance to ensure that BMPs have been properly installed, at least once during active construction, and at the conclusion of active construction, unless otherwise justified by the Permittee within the written SOP and approved by FDEP. • The priority order and inspection frequencies shall be based on the following criteria: 1. Construction site size. Larger sites (as determined by the Permittee) shall be inspected more frequently. 2. Water body status. Sites that discharge to impaired waters or sensitive waters shall be inspected more frequently. 3. Significance of adverse water quality impacts. Sites that have been determined by the Permittee to be a significant threat to water quality shall be inspected more frequently. An evaluation of the site's threat to water quality shall include consideration of factors such as the site's proximity to receiving waters and adjacent wetlands, its slopes, its soil characteristics, its need to be dewatered, history of non-compliance by site operators, and public complaints. This evaluation shall be performed during the pre-construction site plan review as per Part III.A.9.a of the Permit. 4. Seasonality and rainfall. Sites with construction occurring during the wet season or sites where rains greater than one inch occur shall be inspected more frequently. 5. Historical inspection considerations. The Permittee may use knowledge gained from past implementation of the construction site inspection program to further establish priorities and inspection frequencies.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: **9. b.)** ***Construction Site Runoff - Inspection and Enforcement.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	6. Other criteria as determined by the Permittee. • The procedures for conducting site inspections (including a construction site inspection checklist), including appropriate stormwater management and water quality inspection items; and confirmation of ERP and CGP coverage. • Procedures for tracking inspections (including use of a summary log) to demonstrate the history of the activities for each site for each reporting year and to verify that the sites are inspected at no less than the minimum frequency as described in the Permittee's SOP. o Site name and location, o Site operator, o Date of inspection, o Name of inspector, o Summary of the inspection findings, and o Any enforcement actions or referrals.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: **9. b.)** ***Construction Site Runoff- Inspection and Enforcement.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	Procedures for enforcement (e.g., Stop Work Orders, Notices of Violation, citations, fines) used to ensure compliance with the Permittee's regulatory requirements for construction sites. This shall include procedures to assure that corrective actions are taken where approved erosion and sedimentation control BMPs and permit conditions are not being met; the method used for tracking the date and type of all follow-up enforcement actions taken based on inspection findings; and procedures for referrals to the appropriate jurisdictional authorities (e.g. applicable MS4 operator, FDEP, or SFWMD).	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: **9. c.)** ***Construction Site Runoff - Site Operator Training.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a training program for stormwater training/outreach for permittee personnel (and contractors employed by or under contract with the Permittee) involved in the site plan review, site operation or inspection of construction site stormwater management, erosion, and sedimentation controls. All Permittee inspectors and site operators (and contractors employed by or under contract with the Permittee) of construction sites shall be certified through the Florida Stormwater, Erosion and Sedimentation Control Inspector Training program, or an equivalent program approved by FDEP. The written SOP shall include the following and be reviewed annually: • A description of the topics; • A description of the personnel and contractors targeted; • The methods and materials to be used; • Identification of the staff / department(s) / entities to perform the training; • Method for documenting (in-house and outside) training activities; and • Annual schedule of training for new and current personnel.	PWESD to provide training based on the staff sent by County & Municipalities	Report the type of training activities, the number of inspectors, site plan reviewers and site operators trained, and the number of private construction site operators trained by the permittee in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 9. c.) *Construction Site Runoff - Site Operator Training.*			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	A single SOP may address all the training required as per Parts III.A.7.c, III.A.7.d and III.A.9.c of the Permit. Maintain documentation of the training activities, including the date, type, topic(s) covered, and the names and affiliations of the participants.	(continued)	(continued)

PART V. MONITORING REQUIREMENTS

A. Annual Loadings and Event Mean Concentrations.

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Each Permittee shall provide estimates of the average annual pollutant loading for the constituents listed in Table V.A.1 for each "major outfall" or "major watershed" within their MS4. The average annual pollutant loading for each major outfall or major watershed shall be estimated using local event mean concentration (EMCs) derived from storm event monitoring or the State's EMCs listed in FDEP's *NPDES Phase I MS4 Permitting Resource Manual* (most current version), and shall take into consideration land uses within the drainage areas associated with the outfall or watershed.	PWESD will calculate loading based on the outfall data provided by Municipalities & County	Report Annually
	Each Permittee shall provide a table of average annual pollutant loadings and EMCs. Each Permittee shall compare the current cycle's average annual pollutant loadings with those from the	PWESD will calculate loading based on the outfall	Year 3 Annual Report

ALL	previous cycle's Year 3 ANNUAL REPORT. In addition, each Permittee shall specify the source of the data used (local storm event monitoring or state EMCs) and methods or models used for the calculations. The model or method must normalize the average annual pollutant loading estimates to reflect variations in annual rainfall. Based on this comparison of average annual pollutant loadings, the Permittees shall indicate whether pollutant loadings are increasing or decreasing for each major outfall or major watershed. Submit average annual pollutant loading information with the Year 3 Annual Report.	data provided by Municipalities & County	

A. <u>Annual Loadings and Event Mean Concentrations.</u>

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	If the total annual pollutant loadings for each parameter in Table V.A.1 have not decreased since the issuance of the previous MS4 permit, each Permittee shall re-evaluate its SWMP and identify and submit revisions to its SWMP, as appropriate, to reduce pollutant loadings, especially to impaired waters, in the Year 4 Annual Report.	County & Municipalities	Year 4 Annual Report

B. Assessment Program.

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	*Assessment Program Objective:* The purpose of the assessment program is to provide information for the Permittee to determine the overall effectiveness of the SWMP in reducing stormwater pollutant loadings from the MS4. The following elements shall be used to develop the assessment program: a. A water quality monitoring plan intended to identify local sources where urban stormwater is adversely affecting surface water resources. b. Pollutant loadings. c. A description of how the data from a. and/or b. above will be used to: (1) evaluate trends in pollutant loadings from the MS4 and in water quality; and (2) identify portions of the MS4 which can be targeted for loading reduction /corrective action with additional pollutant reduction measures. Each Permittee, or Permittees operating under a collaborative assessment program, shall develop and submit an assessment program to FDEP for review and approval within 12 months of permit issuance. Prior to FDEP approval, the Permittee shall continue to implement their previously approved monitoring program. The program shall specify which Permittees are collaborating on which elements in 1.a. through c. above. The monitoring plan shall be prepared in accordance with FDEP's *Guidance for Preparing Stormwater Monitoring Plans as Required for Phase I Municipal Separate Storm Sewer System (MS4) Permits* (most current version).	County & Municipalities on basis of the monitoring data and loading calculation provided by PWESD	Submit an assessment program to the Department for review and approval within 12 months of permit issuance. Each Annual Report shall include the following: Status of water quality monitoring plan implementation. Status may include sampling frequency changes, monitoring location changes, or sampling waiver conditions. Brief discussion of the assessment program results to date which includes a summary of the water quality monitoring data and/or stormwater pollutant loading changes from the reporting year. An analysis of the data discussing changes in water quality and/or stormwater pollutant loading from previous reporting years. NOTE: Analysis must be specific to each Permittee's SWMP.

B. **Requirement for Total Maximum Daily Load (TMDL)**

2. For water bodies with a TMDL and without a BMAP.

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
All discharges to receiving waters with TMDLs and associated allocations	Each Permittee shall develop a list of TMDL water bodies into which its MS4 discharges. If the Permittee discharges into only one TMDL water body, the Permittee shall prioritize that water body. If the Permittee discharges into more than one TMDL water body, each Permittee shall develop a list of factors to rank these water bodies. Each Permittee shall prioritize the water body(ies) that will be addressed within the permit cycle and include a schedule for completing the remaining tasks set forth in Parts VIII.B.2.b through VIII.B.3.a for the prioritized water body(ies) within the current permit cycle. Each Permittee shall prepare a final report that includes the list of ranked water bodies that the MS4 discharges into and factors used, the prioritized TMDL water body(ies), and the associated schedule for completing the remaining tasks for those TMDL water body(ies) that will be addressed within the current permit cycle.	County & Municipalities	The plan shall be submitted to FDEP within six months of the effective date of the Permit.

3. Discharging into Waters with a Bacteria TMDL that does not have a BMAP			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
All discharges to receiving waters with Bacteria TMDLs	If the Permittee has prioritized a bacteria TMDL in Part VIII.B.2.a, the Permittee shall develop a Bacterial Pollution Control Plan (BPCP) to identify the sources and activities to reduce bacteria loadings from the MS4 to the Maximum Extent Practicable (MEP).	County & Municipalities	Submit the Bacteria Pollution Control Plan with the Year 3 Annual Report.
	Each Annual Report shall include a table summarizing the status of the TMDL process. The Annual Report also shall include a summary of the estimated load reductions that have occurred for the pollutant(s) of concern being discharged from the MS4 to the TMDL water body during the reporting period and cumulatively since the date the Supplemental SWMP was implemented.		Annually

Exhibit B
Payment Amount and Due Date for Each Party by Period

Municipality	2020 Population	Period				
		Oct 1, 2026 - Sept 30, 2027 (12 months)[1]	Oct 1, 2027 - Sept 30, 2028 (12 months)[2]	Oct 1, 2028 - Sept 30, 2029 (12 months)[2]	Oct 1, 2029 - Sept 30, 2030 (12 months)[2]	Oct 1, 2030 - Sept 30, 2031 (12 months)[2]
		Payment Due by:				
		Nov 30, 2026	Nov 30, 2027	Nov 30, 2028	Nov 30, 2029	Nov 30, 2030
Coconut Creek	57,833	$16,531	$16,944	$17,367	$17,802	$18,247
Cooper City	34,401	$10,157	$10,411	$10,671	$10,938	$11,212
Coral Springs	134,394	$37,355	$38,289	$39,246	$40,227	$41,233
Dania Beach	31,723	$9,429	$9,664	$9,906	$10,154	$10,407
Davie	105,691	$29,548	$30,287	$31,044	$31,820	$32,615
Deerfield Beach	86,859	$24,426	$25,036	$25,662	$26,304	$26,961
Hallandale Beach	41,217	$12,011	$12,311	$12,619	$12,935	$13,258
Lauderdale-by-the-Sea	6,198	$2,486	$2,548	$2,612	$2,677	$2,744
Lauderdale Lakes	35,954	$10,579	$10,844	$11,115	$11,393	$11,678
Lauderhill	74,482	$21,059	$21,586	$22,125	$22,678	$23,245
Lighthouse Point	10,486	$3,652	$3,743	$3,837	$3,933	$4,031
Margate	58,712	$16,770	$17,189	$17,619	$18,059	$18,511
Miramar	134,721	$37,444	$38,380	$39,340	$40,323	$41,331
North Lauderdale	44,794	$12,984	$13,309	$13,641	$13,982	$14,332
Oakland Park	44,229	$12,830	$13,151	$13,480	$13,817	$14,162
Parkland	34,670	$10,230	$10,486	$10,748	$11,017	$11,292
Pembroke Park	6,260	$2,503	$2,565	$2,629	$2,695	$2,763
Pembroke Pines	171,178	$47,360	$48,544	$49,758	$51,002	$52,277
Plantation	91,750	$25,756	$26,400	$27,060	$27,736	$28,430
Pompano Beach	112,046	$31,277	$32,058	$32,860	$33,681	$34,523
Southwest Rances	7,607	$2,869	$2,941	$3,014	$3,090	$3,167
Sunrise	97,335	$27,275	$27,957	$28,656	$29,372	$30,107
Tamarac	71,897	$20,356	$20,865	$21,387	$21,921	$22,469
Weston	68,107	$19,325	$19,808	$20,303	$20,811	$21,331
West Park	15,130	$4,915	$5,038	$5,164	$5,293	$5,426
Wilton Manors	11,426	$3,908	$4,006	$4,106	$4,208	$4,314
County	15,462	$5,006	$5,131	$5,259	$5,391	$5,525
Total	**1,604,562**	**$458,041**	**$469,491**	**$481,228**	**$493,259**	**$505,591**

1. Oct 1, 2026 – Sept 30, 2027, cost is based on a fee of $800 per municipality plus $0.272 per capita, based on 2020 Census.
2. Oct 1, 2027 – Sept 30, 2028, cost, and cost each year thereafter, is based on a 2.5% increase from the previous year.

Exhibit C
Parties' Public Records Custodians

FOR COUNTY:

Public Works and Environmental Services Department
Yvel Rocher, P.E., MSCV, Environmental Program Manager
1 N University Drive, Mailbox 201
Plantation, Florida 33324-2038
yrocher@broward.org
954-519-1234

FOR MUNICIPALITIES:

City of Coconut Creek
Joseph Kavanagh, City Clerk
4800 West Copans Road
Coconut Creek, Florida 33063
jkavanagh@coconutcreek.net
954-973-6774

City of Cooper City
Stanley Jacques
11791 Southwest 49 Street
Cooper City, Florida 33330
SJacques@coopercity.gov
954-434-5519, Ext. 109

City of Coral Springs
Georgia Elliot, City Clerk
9500 W Sample Road
Coral Springs, Florida 33065
gelliott@coralsprings.gov
954-344-1074

City of Dania Beach
Elora Riera, MMC, City Clerk
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
eriera@daniabeachfl.gov
954-924-6800, Ext. 3623

Town of Davie
Evelyn Roig, Town Clerk
8800 Southwest 36th Street, Bldg. C
Davie, Florida 33328
eroig@davie-fl.gov
954-797-1000

City of Deerfield Beach
Heather Montemayor, CMC, City Clerk
150 Northeast 2nd Avenue
Deerfield Beach, Florida 33441
HMontemayor@deerfieldbeachfl.gov
954-250-4151

City of Hallandale Beach
Jenorgen Guillen, City Clerk
400 South Federal Highway
Hallandale Beach, Florida 33009
JGuillen@hallandalebeachfl.gov
954-457-1469

Town of Lauderdale-by-the Sea
Melissa Vasami, Town Clerk
4501 North Ocean Drive
Lauderdale-by-the-Sea, Florida 33308
Townclerk@lbts-fl.gov
954-640-4201

City of Lauderdale Lakes
Pavitri Benasrie-Watson, Deputy City Clerk
4300 Northwest 36th Street
Lauderdale Lakes, Florida 33319
pavitrib@lauderdalelakes.org
954-535-2708

City of Lauderhill
Andrea Anderson, MMC, City Clerk
5581 West Oakland Park Boulevard
Lauderhill, Florida 33313
aanderson@lauderhill-fl.gov
954-730-3010

City of Lighthouse Point
Nicole Davisson, City Clerk
2200 Northeast 38th Street
Lighthouse Point, Florida 33064
Ndavisson@lighthousepoint.com
954-784-3431

City of Margate
Jennifer M. Johnson, City Clerk
5790 Margate Boulevard
Margate, Florida 33063
recordsmanagement@margatefl.com
954-935-5327

City of Miramar
Denise A. Gibbs, City Clerk
2300 Civic Center Place
Miramar, Florida 33025
dagibbs@miramarfl.gov
954-602-3014

City of North Lauderdale
Susan Slattery, City Clerk
701 Southwest 71st Avenue
North Lauderdale, Florida 33068
sslattery@nlauderdale.org
954-597-4705

City of Oakland Park
Renee Shrout, City Clerk, CMC
1100 Park Lane East
Oakland Park, Florida 33334
renees@oaklandparkfl.gov
954-630-4298

City of Parkland
Alyson Morales, MMC, City Clerk
6600 University Drive
Parkland, Florida 33067
Amorales@cityofparkland.org
954-757-4132

Town of Pembroke Park
Cynthia Garcia-Lima, CMC, JM, Town Clerk
3150 Southwest 52nd Avenue
Pembroke Park, Florida 33023
townclerk@tppfl.gov
954-966-4600, Ext. 235

City of Pembroke Pines
Gabriel Fernandez, City Clerk
601 City Center Way
Pembroke Pines, Florida 33025
gfernandez@ppines.com
954-450-1040

City of Plantation
April L. Beggerow, MPA, MMC, City Clerk
400 Northwest 73rd Avenue
Plantation, Florida 33317
ABeggerow@plantation.org
954-797-2719

City of Pompano Beach
Kervin Alfred, City Clerk
100 West Atlantic Boulevard, 2nd Floor
Pompano Beach, Florida 33060
kervin.alfred@copbfl.com
954-786-4611

Town of Southwest Ranches
Debra M. Ruesga, CMC, Town Clerk
13400 Griffin Road
Southwest Ranches, Florida 33330
druesga@southwestranches.org
954-434-0008

City of Sunrise
Felicia M. Bravo, City Clerk
10770 West Oakland Park Boulevard
Sunrise, Florida 33351
CityClerk@sunrisefl.gov
954-746-3333

City of Tamarac
Kimberly Dillon, City Clerk
7525 Northwest 88th Avenue, Room 101
Tamarac, Florida 33321
Kimberly.Dillon@tamarac.gov
954-597-3505

City of Weston
Patricia A. Bates, MMC, City Clerk
17200 Royal Palm Boulevard
Weston, Florida 33326
PBates@westonfl.org
954-385-2000

City of West Park
Olalekan Akinduro, Interim City Clerk
1965 South State Road 7
West Park, Florida 33023
OAkinduro@cityofwestpark.org
954-989-2688, Ext. 220

City of Wilton Manors
Elizabeth Beckford, MMC, City Clerk
2020 Wilton Drive
Wilton Manors, Florida 33305
ebeckford@wiltonmanors.com
954-390-2123

Agenda Item Report

Subject:	Consideration and approval of Highway Lighting Maintenance – FY 2027 (FDOT Contract ASM33) — Sponsored by Public Services Director Odoms **RESOLUTION NO: 2026-051** **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE FISCAL YEAR 2027 TASK WORK ORDER UNDER THE FLORIDA DEPARTMENT OF TRANSPORTATION HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT (CONTRACT ASM33) ATTACHED HERETO AS EXHIBIT A AND AUTHORIZING EXECUTION OF AGREEMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**
Meeting Date:	Workshop Commission Meeting - May 27, 2026
Prepared For:	Workshop Commission
Staff Conact:	Jeff Odoms, Public Services Director
Dept/Group:	Public Services
Recommendation for Counsel to Consider:	
Background Information:	FDOT has transmitted the FY 2027 Task Work Order for the Highway Lighting, Maintenance, and Compensation Agreement for the State Highway System. The work order authorizes the Town to continue providing lighting maintenance services in accordance with the existing agreement. Compensation for FY 2027 is $26,154.44, based on 73 units at $358.28 each.

	Invoices for the Fiscal Year may be submitted any time after June 1, 2026, for services performed during July 1, 2026 – June 30, 2027.
Staff Recommendations:	
Procurement:	
Financial Implications:	The Town will receive $26,154.44 in reimbursement for FY 2027 lighting maintenance activities.
Alternatives:	

Attachments:

1. 2026-051 FDOT ASM33
2. ASM33_Town_of_Pembroke_Park_FY27

RESOLUTION NO. 2026-051

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE FISCAL YEAR 2027 TASK WORK ORDER UNDER THE FLORIDA DEPARTMENT OF TRANSPORTATION HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT (CONTRACT ASM33) ATTACHED HERETO AS EXHIBIT A AND AUTHORIZING EXECUTION OF AGREEMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park ("Town") has previously entered into a Highway Lighting, Maintenance, and Compensation Agreement with the Florida Department of Transportation (FDOT), Contract No. ASM33; and

WHEREAS, FDOT has issued the Fiscal Year 2027 Task Work Order authorizing the Town to continue providing highway lighting maintenance services on the State Highway System; and

WHEREAS, FDOT has allocated compensation to the Town in the amount of $26,154.44 for Fiscal Year 2027, calculated as 73 units at $358.28 each; and

WHEREAS, the Task Work Order authorizes the Town to submit invoices any time after June 1, 2026, for services rendered during the period July 1, 2026 – June 30, 2027; and

WHEREAS, the Town Commission finds that approving and executing the FY 2027 Task Work Order is in the best interest of the Town and necessary for continued participation in the FDOT lighting maintenance program.

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

Section 1. The Town Commission hereby approves the Fiscal Year 2027 Task Work Order issued by the Florida Department of Transportation under Contract ASM33.

Section 2. The Town Manager, or designee, is authorized to execute the Task Work Order and all associated documents, and to submit invoices to FDOT for reimbursement.

Section 3. Town staff is authorized to take all necessary action to implement the intent of this Resolution.

Section 4. All resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. If any section of this Resolution is deemed invalid, the remaining sections shall remain in full force and effect.

Section 6. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 10th day of June, 2026.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

EXHIBIT A

Docusign Envelope ID: 311BBF46-7641-429D-8050-CECF25BA28F7

Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.
SECRETARY

04/29/2026 | 8:35 AM EDT

Town of Pembroke Park
601 City Center Way
Pembroke Pines, Florida 33025

Contract No: ASM33
Financial Project No: 405118-2-78-19
Description: Highway Lighting, Maintenance, and Compensation Agreement

Dear Local Agency,

This work order hereby authorizes you to provide services in accordance with the subject *Highway Lighting, Maintenance, and Compensation Agreement – Contract No. ASM33* on the FDOT State Highway System for Fiscal Year 2027.

The amount of compensation for your maintenance of highway lighting on the FDOT State Highway System for Fiscal Year 2027 is $26,154.44 (73 x $358.28).

As per the Lighting Maintenance Compensation Agreement, your invoice(s) totaling the amount for the current Fiscal Year Task Work Order may be submitted any time after June 1, 2026, for services rendered during the subject period.

- **Invoice #**
- **Total amount**
- **Contract #**
- **Financial Project #**
- **Service period:** July 1, 2026 – June 30, 2027

Should you have any questions or require additional information, please do not hesitate to contact the **District Maintenance Systems Administrator, Christopher Chanel**, at (954) 777-4203 or via email at **D4-DMO-LMCA@dot.state.fl.us**.

Sincerely,

DS DM

DocuSigned by:
Kelley Hall
846B8B00924F469...

Antonio Castro, P.E.
District Maintenance Engineer

cc: D4 Financial Services, File

Town of Pembroke Park:

Signature: _____

Printed Name: _____

Title: _____

Docusign Envelope ID: 311BBF46-7641-429D-8050-CECF25BA28F7

To: Claudia.Benavides@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

ASM33

4/16/2026

CONTRACT INFORMATION

Contract:	ASM33
Contract Type:	AK - PROJ PARTICIPATION (PROJ PART)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	TOWN OF PEMBROKE PARK
Vendor ID:	F590968454001
Beginning Date of This Agreement:	06/05/2025
Ending Date of This Agreement:	06/30/2032
Contract Total/Budgetary Ceiling:	
Description:	Highway Lighting Maintenance

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 4/16/2026

Action:	Task Work Order
Reviewed or Approved:	*REVIEWED
Organization Code:	55044010410
Expansion Option:	A1
Object Code:	242059
Amount:	$26,154.44
Financial Project:	40511827819
Work Activity (FCT):	787
CFDA:	
Fiscal Year:	2027
Budget Entity:	55150200
Category/Category Year:	088712/27
Amendment ID:	W002
Sequence:	00
User Assigned ID:	2027
Enc Line (6s)/Status:	/04

Total Amount: $26,154.44

***Reviewed Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.**

Docusign Envelope ID: 311BBF46-7641-429D-8050-CECF25BA28F7

Perez, Lidia

From: Castro, Tony
Sent: Monday, April 27, 2026 6:41 AM
To: D4-MC; D4-DMO
Cc: Arnold, Scott; Cabral, Irene
Subject: Responsible Charge - District Maintenance (4/27 - 5/8)

I will be out of the office from 4/27/2026 through 5/8/2026. While I am out of the office, Kelley Hall, will be in responsible charge of the District Maintenance Office and have signature authority.

Please afford Kelley your usual courtesy and cooperation. Thank you.

Tony Castro, P.E.
District Maintenance Engineer
Florida Department of Transportation
3400 W. Commercial Blvd.
Fort Lauderdale, Florida 33309
antonio.castro@dot.state.fl.us
954-777-4449 office
954-448-2905 mobile

Agenda Item Report

Subject:	Consideration and approval of contract renewals for Kimley Horn, Craven, Thompson & Associates, Craig A. Smith & Associates and Keith & Associates - Sponsored by Public Services Director Odoms
Meeting Date:	Workshop Commission Meeting - May 27, 2026
Prepared For:	Workshop Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Third Amendment (Keith & Assoc - CCNA Contract Renewal) 4937-1420-0228 1
2. Third Amendment (Craig A Smith - CCNA Contract Renewal) 4900-7151-3252 1
3. Third Amendment (Craven Thompson - CCNA Contract Renewal) 4900-4398-6852 1
4. Third Amendment (Kimley-Horn - CCNA Contract Renewal) 4927-4983-8244 1

THIRD AMENDMENT TO AGREEMENT FOR CONTINUING CIVIL ENGINEERING CONSULTANT SERVICES

THIS THIRD AMENDMENT ("Amendment"), dated this ____ day of _____ 2026, by and between:

> **TOWN OF PEMBROKE PARK**, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 ("Municipality"),
>
> and
>
> **KEITH AND ASSOCIATES, INC.** a corporation authorized to do business in the State of Florida, located at 8201 Peters Road, Suite 2200, Plantation, FL 33324, hereinafter "Contractor."

Municipality and Contractor may each be referred to herein as "party" or collectively as "parties".

WHEREAS, on May 31, 2022, the Parties entered into an agreement wherein Contractor agreed to provide Municipality with continuing civil engineering consulting services (the "Original Agreement"); and

WHEREAS, on July 12, 2023, the Parties entered into the First Amendment to the Original Agreement to provide for compliance with Broward County requirements to utilize the agreement for projects involving county surtax funding; and

WHEREAS, on June 10, 2025, the Parties entered into the Second Amendment to the Original Agreement, thereby extending the term thereof through May 31, 2026, and

WHEREAS, the Town has recently issued a request for proposals pursuant to Section 287.055, F.S., with the intention of engaging a number of consulting firms as professional service providers pursuant to new continuing contracts; however, the Contractor has a number of open

task orders issued pursuant to the Original Agreement, as amended, and the parties seek to extend the term of Original Agreement to ensure the completion of such orders; and

WHEREAS, the Parties agree that no additional task orders shall be assigned pursuant to the Original Agreement during the renew term set forth in this Third Amendment; and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement, as amended, shall remain in full force of effect; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. The Parties hereby agree to extend the Original Agreement for the second renewal term provided for in the RFQ. This second renewal term shall commence on June 1, 2026 and shall expire on May 31, 2027. The Parties further agree that the intent of this second renewal term is to ensure the completion of open task orders and that no additional task orders shall be issued pursuant to the Original Agreement during this renewal term.

SECTION 3. **Employment Eligibility**. Contractor certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

Definitions for this Section.

"Contractor" means a person or an entity that has entered or is attempting to enter into a contract with a public agency to provide labor, supplies, or services to such agency in

exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or Contractor.

“Subcontractor” means a person or an entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security which allows participating employers to electronically verify the employment eligibility of new employees.

Registration Requirement; Termination. Pursuant to §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:

All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

All persons (including subvendors/subContractors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. 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; and

The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization

status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement, the First Amendment, the Second Amendment, and this Third Amendment, the Parties agree the terms and provisions contained in this Third Amendment shall control to the extent of any such conflict or ambiguity, followed by the Second Amendment and the First Amendment. Except as otherwise amended herein, the Original Agreement shall remain in full force and effect.

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

Witnesses:

_____ By: _____
Geoffrey Jacobs, Mayor

_____
(witness print name)

_____ By: _____
David Sigerson, Acting Town Manager

_____
(witness print name)

ATTEST:

_____
Municipal Clerk

Approved as to legal form by:

_____
Jacob G. Horowitz, Town Attorney

Contractor
Keith and Associates, Inc.

Witnesses:

_____ By: _____

_____ Name: _____

(witness print name) Title:_____

_____

_____

(witness print name)
(CORPORATE SEAL)
STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or

☐ online notarization, this _____ day of _____ 2026, by _____ of

_____ , a State of _____ corporation, on behalf of the corporation.

_____

NOTARY PUBLIC

_____ Personally Known OR

_____ Produced Identification

_____
Type of Identification Produced

THIRD AMENDMENT TO AGREEMENT FOR

CONTINUING CIVIL ENGINEERING CONSULTANT SERVICES

THIS THIRD AMENDMENT ("Amendment"), dated this ____ day of _____ 2025, by and between:

> **TOWN OF PEMBROKE PARK**, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 ("Municipality"),
>
> and
>
> **CRAIG A. SMITH & ASSOCIATES, LLC,** a corporation authorized to do business in the State of Florida, located at 8201 Peters Road, Suite 2200, Plantation, FL 33324, hereinafter "Contractor."

Municipality and Contractor may each be referred to herein as "party" or collectively as "parties".

WHEREAS, on May 31, 2022, the Parties entered into an agreement wherein Contractor agreed to provide Municipality with continuing civil engineering consulting services (the "Original Agreement"); and

WHEREAS, on July 12, 2023, the Parties entered into the First Amendment to the Original Agreement to provide for compliance with Broward County requirements to utilize the agreement for projects involving county surtax funding; and

WHEREAS, on June 5, 2025, the Parties entered into the Second Amendment to the Original Agreement, thereby extending the term thereof through May 31, 2026, and

WHEREAS, the Town has recently issued a request for proposals pursuant to Section 287.055, F.S., with the intention of engaging a number of consulting firms as professional service providers pursuant to new continuing contracts; however, the Contractor has a number of open

task orders issued pursuant to the Original Agreement, as amended, and the parties seek to extend the term of Original Agreement to ensure the completion of such orders; and

WHEREAS, the Parties agree that no additional task orders shall be assigned pursuant to the Original Agreement during the renew term set forth in this Third Amendment; and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement, as amended, shall remain in full force of effect; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

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SECTION 3. **Employment Eligibility**. Contractor certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

Definitions for this Section.

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exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or Contractor.

“Subcontractor” means a person or an entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security which allows participating employers to electronically verify the employment eligibility of new employees.

Registration Requirement; Termination. Pursuant to §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:

All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

All persons (including subvendors/subContractors/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. 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; and

The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization

status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement, the First Amendment, the Second Amendment, and this Third Amendment, the Parties agree the terms and provisions contained in this Third Amendment shall control to the extent of any such conflict or ambiguity, followed by the Second Amendment and the First Amendment. Except as otherwise amended herein, the Original Agreement shall remain in full force and effect.

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

Witnesses:

_____ By: _____
Geoffrey Jacobs, Mayor

_____
(witness print name)

_____ By: _____
David Sigerson, Acting Town Manager

_____
(witness print name)

ATTEST:

_____
Municipal Clerk

Approved as to legal form by:

_____
Jacob G. Horowitz, Town Attorney

Contractor
Craig A. Smith & Associates, LLC

Witnesses:

_____ By: _____

_____ Name: _____

(witness print name) Title:_____

_____

_____

(witness print name)
(CORPORATE SEAL)
STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or

☐ online notarization, this _____ day of _____ 2026, by _____ of

_____ , a State of _____ corporation, on behalf of the corporation.

_____

NOTARY PUBLIC

_____ Personally Known OR

_____ Produced Identification

_____
Type of Identification Produced

THIRD AMENDMENT TO AGREEMENT FOR

CONTINUING CIVIL ENGINEERING CONSULTANT SERVICES

THIS THIRD AMENDMENT ("Amendment"), dated this ____ day of _____ 2026, by and between:

> **TOWN OF PEMBROKE PARK**, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 ("Municipality"),
>
> and
>
> **CRAVEN THOMPSON & ASSOCIATES, INC.,** a corporation authorized to do business in the State of Florida, located at 8201 Peters Road, Suite 2200, Plantation, FL 33324, hereinafter "Contractor."

Municipality and Contractor may each be referred to herein as "party" or collectively as "parties".

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WHEREAS, on July 12, 2023, the Parties entered into the First Amendment to the Original Agreement to provide for compliance with Broward County requirements to utilize the agreement for projects involving county surtax funding; and

WHEREAS, on June 5, 2025, the Parties entered into the Second Amendment to the Original Agreement, thereby extending the term thereof through May 31, 2026, and

WHEREAS, the Town has recently issued a request for proposals pursuant to Section 287.055, F.S., with the intention of engaging a number of consulting firms as professional service providers pursuant to new continuing contracts; however, the Contractor has a number of open

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WHEREAS, the Parties agree that no additional task orders shall be assigned pursuant to the Original Agreement during the renew term set forth in this Third Amendment; and

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Witnesses:

_____

_____
(witness print name)

By: _____
Geoffrey Jacobs, Mayor

_____

_____
(witness print name)

By: _____
David Sigerson Acting Town Manager

ATTEST:

_____
Municipal Clerk

Approved as to legal form by:

_____
Jacob G. Horowitz, Town Attorney

Contractor
Craven Thompson & Associates, Inc.

Witnesses:

_____ By: _____

_____ Name: _____

(witness print name) Title:_____

_____

_____

(witness print name)
(CORPORATE SEAL)
STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or

☐ online notarization, this _____ day of _____ 2026, by _____ of

_____ , a State of _____ corporation, on behalf of the corporation.

_____

NOTARY PUBLIC

_____ Personally Known OR

_____ Produced Identification

_____
Type of Identification Produced

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

Witnesses:

_____ By: _____
Geoffrey Jacobs, Mayor

_____
(witness print name)

_____ By: _____
David Sigerson, Acting Town Manager

_____
(witness print name)

ATTEST:

_____
Municipal Clerk

Approved as to legal form by:

_____
Jacob G. Horowitz, Town Attorney

Contractor
Kimley Horn

Witnesses:

_____ By: _____

_____ Name: _____

(witness print name) Title:_____

_____

_____

(witness print name)
(CORPORATE SEAL)
STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or

☐ online notarization, this _____ day of _____ 2026, by _____ of

_____ , a State of _____ corporation, on behalf of the corporation.

_____

NOTARY PUBLIC

_____ Personally Known OR

_____ Produced Identification

_____
Type of Identification Produced

Agenda Item Report

Subject:	Motion to award recommendation of ITB # 26-01 Town Hall Emergency Generator Installation, to Florida Palm Construction, Inc., the lowest responsive and responsible bidder, in the amount of $471,121.50 - Sponsored by Public Services Director Jeff Odoms
Meeting Date:	Workshop Commission Meeting - May 27, 2026
Prepared For:	Workshop Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. any required forms
2. Concurrence memo_executed
3. Award Recommendation

ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST ($)	SUBTOTAL COST ($)
A.) General Conditions					
1.	Performance & Payment Guaranty & Insurance (not to exceed 2.5% of total bid price)	1	LS	$11,225.00	$ 11,225.00
2.	Mobilization/Demobilization	1	LS	$18,000.00	$18,000.00
3.	Maintenance of Traffic (not to exceed 2% of total bid price)	1	LS	$6,800.00	$6,800.00
4.	Permits, Licenses and Fee Allowance	1	AL	$15,000.00	$ 15,000.00
5.	Undefined Conditions Allowance - Contingency	1	AL	$25,000.00	$25,000.00
6.	Consideration for Indemnification	1	LS	$10.00	$10.00
7.	Prevention Control and Abatement of Erosion and Water Pollution	1	LS	$5,000.00	$ 5,000.00
8.	Construction Survey Test Holes and As-Builts	1	LS	$3,000.00	$ 3,000.00
B.) Demolition/Site Preparation					
9.	Clear and Grade Existing Area	66	SY	$11.00	$ 726.00
10.	Remove & Dispose Existing Asphalt Pavement	66	SY	$32.00	$ 2112.00
11.	Furnish & Install 8' Chain Link Fence (Includes Gate)	100	LF	$ 90.00	$ 9,000.00
12.	Reinforced Concrete Slab	66	SY	$ 120.00	$ 7,920.00
C.) Architectural/Building Renovations					
13.	Furnish & Install Electrical Room Shell, Roof Slab, Walls, Ceilings, Doors, HVAC, Slab, Foundations	1	LS	115,587.52	$115,587.52
D.) Electrical					
14.	Furnish & Install Electrical Service, Panels, Controls, Building Modifications, Including installing Furnished Generator and ATS	1	LS	$251,740.98	$ 251,740.98

GRAND TOTAL LINES 1 THROUGH 14 $ 471,121.50

The total bid amount must comprehensively cover all improvements shown, specified, or described in the construction documents and project scope without exception, omission, or assumption of exclusion.

The Bidder acknowledges that any changes in this contract price for the work must be pre- approved in writing by the Town and that any changes in contract price may be required to go to the Town Commission for approval at a Town Commission meeting and that the item must be submitted four weeks in advance to appear on the Commission agenda. The bidder acknowledges that any of his costs due to time for approval are to be incorporated into the change order amount.

Accompanying this Bid Guaranty, made payable to The Town of Pembroke Park, of not less than ten percent (10%) of the total actual bid, which guaranty is to be forfeited as liquidated damages, if in case this bid is accepted, the undersigned shall fail to execute the Contract under the conditions of this Bid; otherwise said guaranty is to be returned to the undersigned upon the delivery of a satisfactory bond.

(We), the undersigned, hereby certify that I (We) have carefully examined the foregoing bid after the same was completed, and have verified each item placed thereon; and I (We) agree to indemnify, defend, and save harmless, the Town against any cost, damage or expense which it may incur or be caused by any error in my (our) preparation of same.

Number of calendar days _____after receipt of equipment and all permits for completion following notice to proceed, including normal weather delays

SIGNATURE IS REQUIRED

Authorized Signature: _____ Date: 3/12/26

Name (typed): Ileana Fay Title: President

Company Name: Florida Palm Construction, Inc

Address: 3931 SW 47th Ave Suite 101, Davie, FL 33314

Email: Ileana@floridapalm.com Telephone: (954) 932-5761

FOREIGN CORPORATIONS MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

SECTION 7

TOWN OF PEMBROKE PARK SUBMITTAL REQUIRED FORMS

Bidders must complete and submit all TOWN requested documentation to be considered a responsive and responsible Bidder.

1. Section 1, Paragraphs 5 and 6 documentations
2. Questionnaire
3. Bid Acknowledgment
4. Vendor/Bidder Disclosure
5. Subcontractors
6. References
7. Scrutinized Companies
8. Public Entity Crimes
9. Conflict of Interest Disclosure
10. Non-Collusion Statement
11. Confirmation of Drug-Free Workplace
12. Acknowledgement of Addenda
13. E-Verify form
14. Noncoercive Conduct for Labor or Services
15. Prohibition of Contracting with Entities of Foreign Countries of Concern
16. Byrd Anti-Lobbying Amendment Certification

QUESTIONNAIRE

Florida Palm Construction, Inc

Submitted by (*Company Name*):

Corporation

Corporation Partnership Individual Joint Venture

Other Describe:

3931 SW 47th Ave Suite 101, Davie, FL 33314

Office Location:

12

Number of people in your organization:

12

Length of time the Contractor has been doing business under this name in Florida: Years

N/A

Under what other name(s) has your firm operated:

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

No

YES *(attach a detailed explanation)* NO

BID ACKNOWLEDGMENT

The undersigned, having carefully read and considered the Invitation to Bid, ITB 26-01, Town Hall Emergency Generator Installation for the Town of Pembroke Park, does hereby offer to perform such services for the Town of Pembroke Park, in the manner described and subject to the terms and conditions set forth in the attached ITB.

The undersigned gives permission for Pembroke Park to contact business references provided in this Bid, and any others for whom the undersigned has performed work.

The undersigned further states that this Bid is made in good faith and is not founded on, or in consequence of, any collusion, anti-competitive agreement, or other type of anti-competitive activities between themselves and any other interested party, in restraint of free competition.

Bidder Business Name: Florida Palm Construction

Authorized Representative Signature: [signature]

Authorized Representative Name (Print): Ileana Fay

Authorized Representative Title (Print): President

Address: 3931 SW 47th Ave Suite 101, Davie, FL 33314

Date: 3/12/2026 Phone: (954) 932-5761 Fax: N/A

Email Address: ileana@floridapalm.com

Key Staff Member(s) Will Assign to Project: Eric Hernandez, Brandon Carmadese

VENDOR/BIDDER DISCLOSURE

I, Ileana Fay, being first duly sworn state that:

The full legal name and business address of the person(s) or entity contracting with the Town of Pembroke Park ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Florida Palm Construction

Address: 3931 SW 47th Ave Suite 101

Davie, FL 33314

FEIN: 47-2259113

State and date of incorporation 11/10/2014

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	% Ownership
Ileana Fay	3931 SW 47th Ave Suite 101, Davie FL, 33314	%51

The full legal names and business addresses of any other individual (other than subcontractors, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest Town of Pembroke Park in the contract or business transaction with TOWN are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	% Ownership
Brian Fay	3931 SW 47th Ave Suite 101, Davie FL, 33314	%49

STATE OF FLORIDA)
)
COUNTY OF Broward)

By: _____ Date: 3/12/26
Signature of Affiant

Ileana Fay
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 12 day of

March 2026 by Ileana Fay, he/she is personally known

to me or has presented Alexis Fifelski as identification.

_____
Notary Public, State of Florida at Large

_____ NOTARY PUBLIC STATE OF FLORIDA
Print or Stamp of Notary: ALEXIS FIFELSKI
Commission # HH 510171
Expires April 1, 2028

The Bidder shall list all Subcontractors to be used on this project, if awarded the Contract for this project in the form below.

	CLASSIFICATION OF WORK	NAME OF SUBCONTRACTOR	ADDRESS OF SUBCONTRACTOR
1.	Electrical	Cavan Electric	2201 Edison Ave Jacksonville, FL
2.	Concrete Shell and Slab	Luis % Luigi Concrete, LLC	2125 Biscayne Blvd Suite #233, Miami, FL 33137
3.	Chain-link Fencing	Broward County Fence LLC	5051 NE 13 Ave Oakland Park, FL 33334
4.	Asphalt	Triple Nickel Paving Inc	1300 NW 18th St, Pompano Beach, FL 33069
5.	Framing and Drywall Door Installer	Revelation Group Inc Door Supply of Florida	1174 SW 1st Way, Deerfield Beach, FL 33441 2129 NW 22nd St, Pompano Beach

REFERENCES

All references must be from customers for whom your company has provided similar services as the specifications of this Bid. (*Invalid contact information will result in default of references and may cause the bid to be disqualified.*)

Company Name:

1. Company Private Client

Street Address 3245 Oak Ave Miami FL 33133

City, State & Zip Miami, FL, 33133

Contact Person Name Caitlin Lee Title N/A

Phone (216) 571-6588 Email caitlinlee531@gmail.com

Describe Scope of Work and dates of project/service (start/end)

Demolition of the existing residence and ground-up construction of a new 3,500 sq ft custom single-family home. Start Date: 7/10/2025 - End Date 4/8/2026

2. Company Broward County Public Works Department

Street Address 115 S Andrews Avenue

City, State & Zip Fort Lauderdale, FL, 33301

Contact Person Name Nicole Simmons Title Project Manager

Phone (954) 658-9476 Email nsimmons@broward.org

Describe Scope of Work and dates of project/service (start/end)

Supply and installation of a new generator and ATS in the Hughes Building, including construction of a new generator slab, underground directional bore runs to connect the generator, ATS, and electrical panels, demolition of the existing generator, and installation of landscaping and protective bollards around the generator area. Start Date: 1/26/2026 - End Date 4/15/2026

3. Company Broward County Public Works Department

Street Address 115 S Andrews Avenue

City, State & Zip Fort Lauderdale, FL, 33301

Contact Person Name Harry Balsamo Title Project Manager

Phone (954) 224-3012 Email hbalsamo@broward.org

Describe Scope of Work and dates of project/service (start/end)

Demolition of the existing asphalt and full restoration of the parking lot, including installation of new asphalt paving, striping, signage, landscaping, and construction of a new ADA-compliant concrete sidewalk. Start Date 1/27/2025 - End Date 3/27/2025

SCRUTINIZED COMPANIES

CERTIFICATION REGARDING SCRUTINIZED COMPANIES. The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel. For purchases of $1 million or more: By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the Town for goods or services of $1 million or more may be terminated at the option of the Town if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Ileana Fay

Acknowledged By:

Florida Palm Construction, Inc

Firm Name:

Ileana Fay — President

Printed Name: — Title:

3/12/26

Signature: — Date:

PUBLIC ENTITY CRIMES
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Bidder, 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 Section 287.017 [F.S.] for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Ileana Fay

Acknowledged By:

Florida Palm Construction, Inc

Firm Name:

Ileana Fay — President

Printed Name: — Title:

3/12/26

Signature: — Date:

CONFLICT OF INTEREST DISCLOSURE

The award of the agreement is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid, the name of any officer, director, or agent who is also an employee or relative of an employee of the Town of Pembroke Park ("TOWN").

Furthermore, all Bidders must disclose the name of any TOWN employee or relative(s) of a TOWN employee who owns, directly or indirectly, an interest in the Bidders firm or any of its branches.

The purpose of this disclosure form is to give TOWN the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any TOWN duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation, if necessary:

☑ To the best of our knowledge, the undersigned Contractor has no potential conflict of interest as defined in Chapter 112, Florida Statutes.

☐ The undersigned Contractor, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this ITB.

Ileana Fay

Acknowledged By:

Florida Palm Construction Inc

Firm Name:

Ileana Fay — President

Printed Name: — Title:

Ileana Fay — 3/12/24

Signature: — Date:

NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any Town of Pembroke Park ("TOWN") officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any TOWN officer or employee who has any 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.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with TOWN Policy and Standards:

1. TOWN employees may not contract with TOWN through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
2. Immediate family members (spouse, parents, and children) are also prohibited from contracting with TOWN subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of TOWN Finance Code.

NAME	RELATIONSHIPS
N/A	N/A
N/A	N/A
N/A	N/A

In the event the vendor does not indicate any names, TOWN shall interpret this to mean that the vendor has indicated that no such relationships exist.

Company/Firm: Florida Palm Construction Inc

Authorized Signature:

Print Name: Ileana Fay

Title: President

Date: 3/12/24

CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.

5. Impose a sanction on, or require 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. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

3/12/20

Date

ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Invitation to Bid and the following

Addenda, receipt of all of which is hereby acknowledged:

Addendum No. 1

Addendum No. 2

Addendum No. _____

Addendum No. _____

Authorized Representative (Signature) _____ Date: 3/12/26

Authorized Representative/Title President

(Print or Type)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements.

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the Town of Pembroke Park.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

4. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: 3/12/2026, 2026

ENTITY: Florida Palm Construction Inc NAME: Ileana Fay

TITLE: President

STATE OF FLORIDA
COUNTY OF Broward

SWORN TO (or affirmed) and subscribed before me by means of [✓] physical presence or [___] online notarization, this 12 day of March 2026, by Ileana Fay in his/her capacity as President for Florida Palm Construction (name of Entity).

S. Daley
NOTARY PUBLIC

✓ Personally Known OR
___ Produced Identification

___
Type of Identification Produced

SAMANTHA W.C. DALEY
MY COMMISSION # HH 656547
EXPIRES: March 30, 2029

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: Town Hall Emergency Generator Installation
Project No.: 26-01

1. Definitions:
"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
2. 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:
a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the 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
c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, 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.
3. Contract Termination
a) If the Town has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
b) If the Town has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
e) If the 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 1 year after the date of termination.

Company Name:	Florida Palm Construction, Inc
Authorized Signature:	
Print Name:	Ileana Fay
Title	President
Date:	3/12/2026
Phone:	(954)932-5761

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ☐ online notarization, this 12 day of March, 2026, by Ileana Fay on behalf of Florida Palm Construction. He/she is personally known to me or has produced _____ as identification.

SAMANTHA W.C. DALEY
MY COMMISSION # HH 656547
EXPIRES: March 30, 2029

NOTARY PUBLIC

S. Daley
(Name of Notary Typed, Printed or Stamped)

Notary
Title or Rank

Serial number, if any

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 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 ethe 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 which would grant the entity access to an individual's personal identifying information.

1. Florida Palm Construction ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of: Ileana Fay Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: Paola Martinez Title: Executive Assistant

Witness #2 Print Name: Angel Havell Title: Junior Estimator

OATH OR AFFIRMATION
State of Florida
County of Broward

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this day of March, 2026, by Ileana Fay (name of person) as President (type of authority) for Florida Palm Construction (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

NOTARY PUBLIC STATE OF FLORIDA
ALEXIS FIFELSKI
Commission # HH 510171
Expires April 1, 2028

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each proposal or offer exceeding $100,000)

The undersigned, [Company] Florida Palm Construction, Inc certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, [Company] Florida Palm Construction, Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Ileana Fay, President
Name and Title of Contractor's Authorized Official

3/12/26
Date

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. offer/application ____ b. initial award c. post-award	**3. Report Type:** a. initial filing ____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____
4. Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier_____, if Known: **Congressional District,** *if known*:	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI)*:	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI)*:	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** [signature] **Print Name:** Ileana Faly **Title:** President **Telephone No.:** 954-704-7816 **Date:** 3/12/26	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

CONCURRENCE MEMORANDUM

TO: Stephanie Woodbury, Procurement Administrator

FROM: Jeff Odoms, Public Works Director

SUBJECT: ITB 26-01 Town Hall Emergency Generator Installation

CONCURRENCE

☑ The Public Works Department has reviewed the response(s) submitted for specification compliance and vendor responsibility. I have reviewed all documents and/or the Instructions to Bidders, and after careful evaluation, I concur with the recommendation for award to: **Florida Palm Construction, Inc,** in the estimated amount of **$471,121.50.**

☑ I have reviewed the Contractor's Performance Evaluation(s) and there is no issue of concern.

☑ I have reviewed the contractor's qualifications and relevant experience

OR

NON-CONCURRENCE:

☐ I do not concur. Reason for non-concurrence:

_____

_____

TYPED NAME OF SIGNER: Jeff Odoms TITLE: Director

SIGNATURE: J. Odoms DATE 4/29/2026

Memo

To: Honorable Mayor, Vice Mayor, and Commissioners

From: Stephanie Woodbury, Procurement Administrator

cc:

Date: May 20, 2026

Re: Award Recommendation – ITB 26-01 Town Hall Emergency Generator Installation

---

The Procurement Division advertised ITB 26-01 Town Hall Emergency Generator Installation in February 2026. On March 13, 2026, the proposals were opened and a total of two contractors submitted.

The proposals were reviewed and we would like to recommend Florida Palm Construction Inc. as the lowest and most responsible bidder.

Total cost: $471,121.50

Agenda Item Report

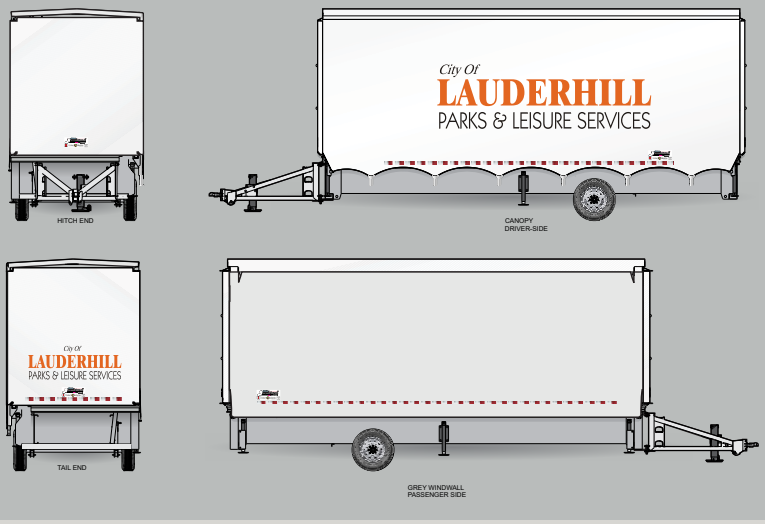
Subject:	Consideration and approval of purchasing a Mobile Bandstand Stage - Sponsored by Public Services Director Odoms
Meeting Date:	Workshop Commission Meeting - May 27, 2026
Prepared For:	Workshop Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

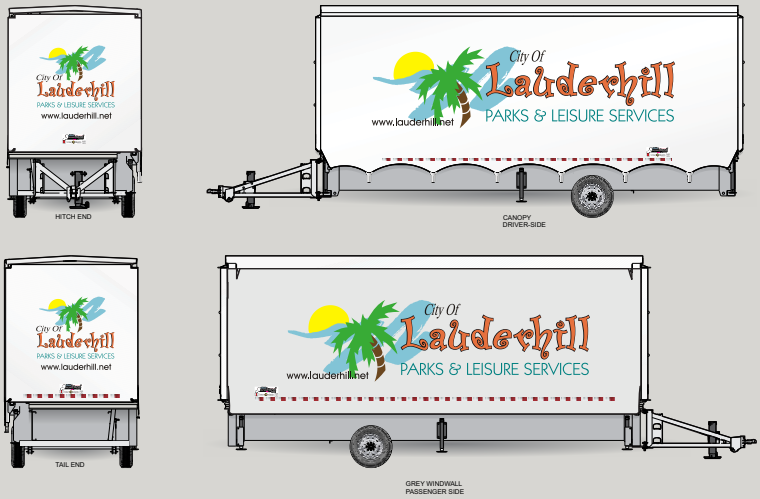
1. FR4100 - Graphic Pkgs 2025
2. Century_Mobile_Stage_Model-Specs - V26
3. FR4100 FrontRow Bandstand Stage-Feb 2026 PL

FrontRow MOBILE STAGES 4100

Custom Graphics Options
Exterior



STANDARD
70002S



UPGRADE
70002U



PREMIUM
70002P

RED | YELLOW | TAN

BLUE | GREEN | BLACK

Note - Actual fabric dye color may vary from illustration print color

GRAY

Mobile stages are mobile billboards, promoting your community, organization, and sponsors as they travel throughout your community.

Custom designed exterior graphics offer high visibility promotion whenever your stage is closed for transport.

812/246-3371

Century Industries

www.centuryindustries.com

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Century Mobile Stage Specs

Century Industries

Stage Model	Stage Deck Length	Transport Length, Overall with hitch	# of Axles	GVWR (lbs)	Empty Weight Est (lbs)	Payload/ Options Est (lbs)	Maximum Tongue Wt (lbs)	Empty Tongue Wt (lbs)
								
MSM^{HP}1624	24'	33'-6"	2	**14000**	8900	5100	2500	1300
MSM ^{HP}1628	28'	37'-6"	2	**14000**	9500	4500	3500	1800
MSM ^{HP}1632	32'	41'-6"	2	**16000**	10200	5800	3100	1700
MSM ^{HP}1636	36'	45'-6"	2	**16000**	11000	5000	2900	1800
								
MPP1624	24'	29'	2	**16000**	7000	9000	2566	1024
MPP2424	24'	29'	2	**16000**	8000	8000	2566	1170
MPP2432	32'	37'	2	**16000**	10240	5760	2385	1491
MPP2440	40'	45'	2	**16000**	11820	4180	2495	1788
								
FR4120	20'	* 29'-6"	1	**9700**	7875	1825	1733	1402
FR4124	24'	* 33'-6"	1	**9500**	8652	848	1582	1428
FR4132	32'	* 41'-6"	2	**18000**	10185	7815	3220	1706
								
FR4524	24'	* 34'-5"	2	**18000**	14070	3930	2264	1744
FR4532	24'	* 42'-5"	2	**18900**	15330	3570	3220	2569
FR4540	24'	* 50'-5"	2	**19500**	17010	2490	3905	3337

FrontRow MOBILE STAGES 4100



Shown with
Optional Features

Mobile Bandstand

FrontRow 4100 series mobile Bandstand stages offer versatile outdoor staging. Simplified, push-button setup, with quiet, non-polluting, electric/hydraulic actuation, makes this stage series a great choice for a variety of community activities. Exceptional maneuverability allows these stages to be positioned in confined, limited-access sites.



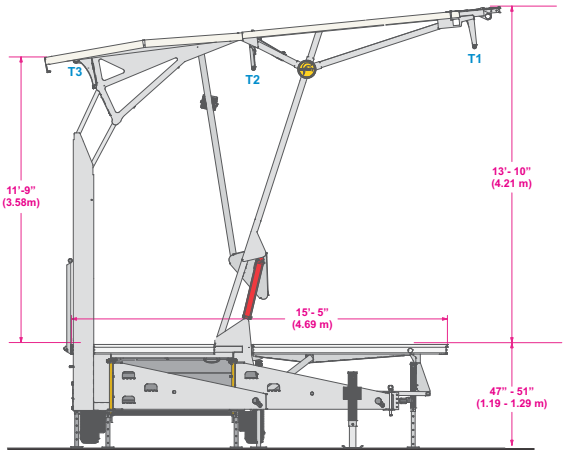
FR4100 mobile stages feature a stage geometry that automatically locks the stage canopy in the open position. This configuration also allows independent operation of the canopy and stage deck. Additionally with no corner columns to remove, in the event of sudden, severe weather, the roof canopy can be quickly lowered for increased safety and stability. And permits easy installation and adjustment of canopy mounted lighting and sound equipment.

FR4100 mobile Bandstands are performer-friendly, featuring a roof canopy that extends beyond the stage deck on all four sides providing sun and weather protection for performers and equipment. Canopy is sloped away from the audience side of the stage, directing precipitation run-off to the rear. A sound-absorbing canopy covering completes the package.

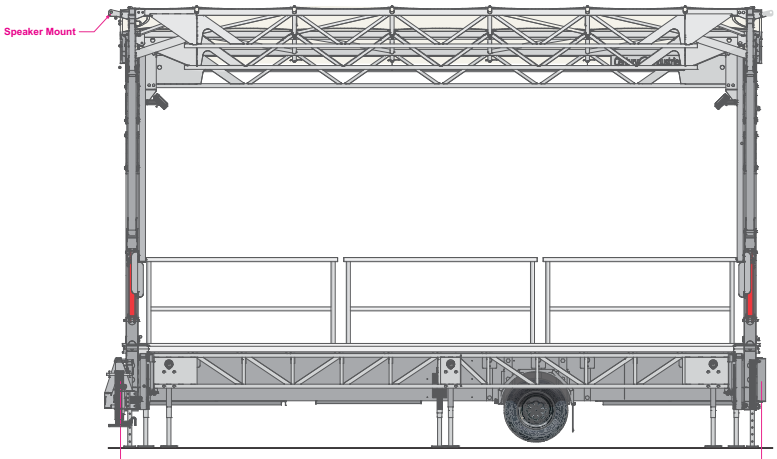
February 2026

Patents: **US8978311B1**
US10557276B1

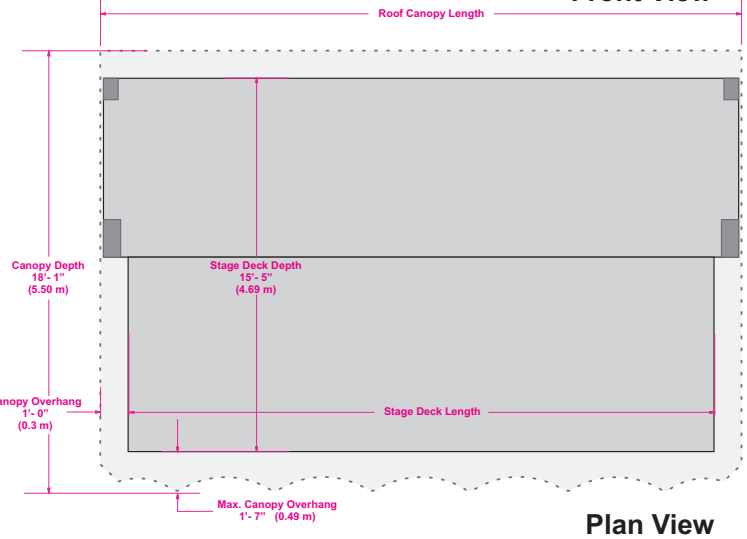
Century Industries



End View



Front View



Plan View

FrontRow 4100
MOBILE BANDSTAND STAGES

	FR4120	FR4124	FR4132
Deck Length	20'- 0" (6.10m)	24'- 0" (7.32m)	32'- 0" (9.75m)
Deck Depth	15'- 5" (4.70m)	15'- 5" (4.70m)	15'- 5" (4.70m)
Canopy Length	22'- 1" (6.73m)	26'- 1" (7.95m)	34'- 1" (10.39m)

Century Industries

Engineer Certified
Made in USA

FrontRow FR4100 Mobile Bandstand Stage Standard Features

- **Simple Stage Setup** - roof canopy raises and tilts (PATENTED). Push-button, hydraulically-actuated, folding roof canopy and hinged stage deck provide fast, easy setup. Lights and speakers lift into position.
- **Protective Canopy** - full-coverage roof extends beyond the deck perimeter. Canopy trusses and center support are 2" dia. tube for lighting attachment. Aluminum support structure is covered with rugged sound-absorbing vinyl coated polyester fabric.
- **Stage Deck** - weather-resistant folding stage deck lowers to form nominal 16ft (4.70m) deep stage.
- **Guardrails** - removable aluminum guardrails are installed along rear of stage.
- **Heavy-Duty Suspension** - smooth towing with exceptional maneuverability. Electric brakes on all wheels.
- **Towing Coupler** - rugged lunette ring or 2 $^{5}/_{16}$" ball coupler mounted on fold-away towing hitch.
- **Heavy-Duty Tongue Jack** - crank jack mount on towing tongue
- **Rugged Main Frame** - corrosion-resistant galvanized welded steel main frame.
- **Crank Leveling/Support Jacks** - heavy-duty frame mounted jacks provide stage leveling.
- **Deck Support Truss** - folding deck is supported by welded aluminum leveling truss for accurate expedited set up.
- **Enclosed Mechanical Compartment** - welded aluminum compartment protects system components.
- **Breaker Panel** - 220V 125 amp capacity load center routes electrical power for stage.
- **LED Up-Lights** - frame mounted 120V interior up-lights illuminate the stage roof and stage deck area.
- **Stairs** - aluminum treadplate stair with ADA enclosed risers and handrails attaches to stage deck perimeter.
- **DOT required** - LED signal, marker lights, reflectors, and license light, with 12VDC connector cable.
- **Stage Operation Training** - available by factory representative (optional)

MODEL	STAGE DECK (D x L)	TOW LENGTH	EMPTY WEIGHT	PRICE
FR4120	15' 5" X 20' (4.70 x 6.10m)	29.2' (8.89m)	7,200lbs (3266kg)	$117,932
FR4124	15' 5" X 24' (4.70 x 7.32m)	33.2' (10.11m)	7,700lbs (3493kg)	$121,330
FR4132	15' 5" X 32' (9.75 x 7.32m)	41.2' (12.55m)	10,185lbs (4620kg)	$149,077

Optional Accessories

Stairs - Additional	(1) set of welded aluminum stairs with fully enclosed risers, diamond-plate treads, and removable handrails. Adjustable footpads accommodate uneven ground. Stairs shall attach to optional stage sections and to the perimeter of the main stage deck.	**10214**	**$1,712**
Equipment Loading Ramp	reduced weight 12'L x 35"W aluminum loading ramp attaches to stage perimeter facilitating placement of equipment on stage deck.	**90920**	**$2,800**
4' x 8' Portable Stage Deck Extension Section	4'x 8' stage sections are constructed of weather-resistant 3/4" MDO with renewable top surface texture, and are framed with a heavy-duty extruded 4" high aluminum channel. Sections attach to each other, to the stage deck perimeter, and will accommodate portable stairs. Extension sections are supported by two (2) adjustable legs, permitting height adjustment or accommodation of uneven ground. Includes three (3) connector clamps and four (4) attachment brackets per section	**90921**	**$1,820**
ADA Handicap Lift (48" Stage Deck Height)	48" vertical travel hydraulic powered wheelchair lift with 48" long x 35" wide non-skid platform is permanently mounted at taillight end of stage. Operated by a remote pendant with 6 ft long cord. Lift has a lifting capacity of 660 lbs.	**90993**	**$13,588**
Guardrails	removable aluminum guardrail attaches to the stage deck perimeter rail with hand tightened clamps (no tools required). Available in 4 and 8 foot lengths.		
	• 4ft Long Aluminum Guardrail	**91127**	**$750**
	• 8ft Long Aluminum Guardrail	**91129**	**$860**
Frame Mounted Compartment	52"L x 16"H x 14"D welded aluminum storage box. Each storage compartment is equipped with lockable door mounted on mainframe. D-ring.	**10242**	**$960**
Below Deck Cargo Bay	60" wide x 21" high enclosed welded aluminum storage compartment installed within below-deck mainframe, provides storage for larger components. Holds up to four (4) 4 x 8 stage extension sections. Cargo bay is lockable, (padlock not included)	**90986**	**$2,023**
Hydraulic Leveling /Support System	upgrade standard corner leveling jacks to push-button hydraulic actuation with four (4) corner mounted jacks controlled by the remote control pendant. Provides fast, effortless stage leveling and height adjustment. Jacks shall be capable of adjusting stage deck height. Each jack shall have a high flotation 10" x 10" foot.		
	• 20'	**90992**	
	• 24'	**90996**	
	• 32'	**90545**	**$15,620**
Hydraulic Tongue Jack	Tongue mounted hydraulically powered jack aids with connection/disconnection of tow vehicle and stage leveling. Replaces standard manual-crank tongue jack. Price each	**84447-1**	**$3,309**
Deck-Mounted Tie-Downs	stage deck mounted flush tie-downs allow equipment to be secured to the stage deck for transport. Each tie-down is attached to the stage frame, and has a 1,500 minimum pull capacity. ($161/Each) Set of 6	**11004**	**$894**
Spare Tire with Mount	replacement spare tire and rim with main-frame attached mounting bracket	**90663**	**$1,460**
8' X 8' Drum Riser	shall be constructed of weather-resistant ¾" MDO with renewable top surface texture, framed with a rust-free heavy-duty extruded 4" high aluminum channel. Assembles from (2) sections to permit storage. Free-standing riser is supported by six (6) 12" legs with non-marking pads. Includes two (2) connector clamps.	**90449**	**$3,890**
Anemometer Hardware	easily monitor wind speeds by attaching your anemometer to the stage with this hardware package.	**90952**	**$560**

Decorative Skirt	skirt encloses stage deck support structure for more attractive appearance. Boucle skirt is constructed of 100% synthetic fiber for maximum weather-ability, mildew resistance, soil resistance, easy care and handling. Skirt shall be fire retardant. Skirt is heavily weighted with 3/16" link coated chain to prevent excessive swaying. Choice of skirt colors.	**56060**	**$51/ft**
Weather Protection Package	PVC coated polyester fabric rear windwall/media panel enclosure package offers stage protection during performances, transport, and storage. Includes rear mounted windwall and hinged media end panels that also double as enclosure panels when stage is closed. Adjustable end media panels may be locked open to display event or sponsor graphics during performances, or folded and locked out of sight. Rear windwall provides a rear stage visual and weather back drop. Grey color wind wall is fabricated from fire-retardant 18oz pvc coated polyester fabric. Windwall is removable when open stage back wall is desired.	**90984**	**$7,970**
Canopy Extension Panels	extend the roof canopy for additional weather protection and shade. Extension panels fill in the area between the end of the roof canopy and vertical end panels at both stage ends. Panel construction utilizes the same rugged PVC coated polyester fabric used for the main canopy. Includes (2) two extension panels.	**90974**	**$3,620**

Graphics & Banners

Marquee Banner	custom printed 44” tall color vinyl mesh material promoting community, event, or sponsors.	**90200**	**$3,852**
Marquee Banner Hardware	vertical support posts with stainless steel cable system mounts to front canopy structure to support mesh banner. Banner hardware allows banner to be mounted either above or below front canopy roof. • 20’ • 24’ • 32’	**90209** **90210** **90211**	**$3,320**
Side Hanging Vertical Banners	set of two (2) vertically hanging custom-printed mesh banners promote your community, event, and/or sponsors. Banners may be hung from banner support hardware or canopy support truss. Banners are wind and weather resistant.	**90208**	**$2,050**
Side Hanging Banner Hardware	telescoping aluminum banner support pipes mounted on front canopy truss and front of stage deck. Pipes secure top and bottom edges of optional side vertical banners.	**90207**	**$2,050**
Exterior Graphics	custom graphics, logos and signage applied to stage roof for promotion of your organization when stage is CLOSED for transport. Promote your community, organization and/or sponsors. • Standard • Upgrade • Premium	**70002S** **70002U** **70002P**	**$5,137** **$9,116** **$12,327**
Upstage Logo Mesh Backdrop Graphic Panel	custom graphics, logos and signage promotion of your organization applied to Upstage Backdrop Mesh Panel when stage is set up at an event. Promote your community, organization, event and/or sponsors. Hangs behind rear truss from windwall pins.	**91134**	**$4,861**

Electrical Options

Electrical Upgrade Package #1	upgrade base electrical system to include 125 amp/220V panel with main breaker. • Seven (7) 20 amp circuit breakers • One (1) receptacle mounted at each stage end • One (1) receptacle in mechanical compartment • Four (4) circuits with four (4) duplex receptacles mounted on canopy trusses • 50ft of 6/4 electric cable • 50 amp twist-lock plug	**42206**	**$4,650**
Wireless Remote	compact wireless remote controls complete freedom to move around the stage during setup for safety	**90551**	**$2,900**
Work Lights	provides light for safety and working during set up and tear-down. Lights have a shock-absorbing weatherproof body that will not rust, dent, or scratch. Lights are fully adjustable for aiming. 12VDC/3.2 Amps. Switch controlled, self-contained operation provides light when stage is not connected to an AC power source. Lights are mounted on stage curbside and hitch end to allow safe nighttime loading and towing hook-up. Set of (2) lights	**90929**	**$731**
7kW Generator	provides electrical power for stage sound and/or lighting systems where landline power is unavailable. Electrical Button Start, (using onboard stage battery) 120V/240V 60Hz, air-cooled **gasoline** generator is frame mounted under the stage deck. The generator is mounted on a 4-point focalized vibration isolators to minimize vibration. Includes hour meter, electric start, and fuel tank. Sound: Meets National Park Service sound level requirements (60 db(A) @ 50 ft) for use in national parks. * *Note: Hydraulic stage operation is powered separately by an onboard 12V or 24V battery system.*	**51001**	**$15,560**
8kW Generator	provides electrical power for stage sound and/or lighting systems where landline power is unavailable. Electrical Button Start, (using onboard stage battery) 120V/240V 60Hz, air-cooled **diesel** generator is frame mounted under the stage deck. The generator is mounted on a 4-point focalized vibration isolators to minimize vibration. Includes hour meter, electric start, and fuel tank. Sound: Meets National Park Service sound level requirements (60 db(A) @ 50 ft) for use in national parks. * *Note: Hydraulic stage operation is powered separately by an onboard 12V or 24V battery system.*	**51010**	**$17,890**
Solar Battery Charger	helps maintain battery charge and reconditions batteries for longer service life whenever stage is exposed to sunlight. Note: not intended to power hydraulic system or recharge fully discharged batteries. (Qty. 2 Panels w/Item #90989 selected)	**90988**	**$1,200**
Electric Receptacle	additional receptacle120V/20A.	**40030**	**$284**
Circuit Breaker	for additional 120V/20A electric receptacles. (Qty 2 w/Electric Package #1 - 42206)	**40043**	**$256**

Options — Theatrical Lighting

6ft Truss Mount Light Bar	simplify theatrical light mounting with 2" OD x 72" pipe that accommodates standard light clamps. Pre mount and wire lights to pipe. Pipe attaches to canopy trusses. (lights not included) Each	**42016**	**$685**
Marquee Banner Light	continuous LED illuminates horizontal marquee banner during evening events. LED lights attach to and extend beyond front edge of roof canopy.	**90990**	**$3,180**

Options — Video Options

12' W x 9' H Motorized Video Screen	stage mounted screen for projected outdoor video/movie presentations at public events. • 12ft wide by 9ft high reflective roll-up screen • Switch controlled motorized actuation • Quiet motor-in-roller operation (120V) • Adjustable extension and retraction limit switches • Screen mounting hardware and electric outlet • Video projector mounting hardware (includes electric outlet) ***(Note: projector not included)***	**42010**	**$6,520**

FrontRow — Sound Options

Telescoping Speaker Support Beam Package	telescoping speaker hanging beams cantilever hanging speakers off left and right side of roof canopy. Speaker support beams retract into canopy during stage transport and storage. 1,000 lb maximum speaker weight each side.	**90957**	**$1,600**

Options — Stage Operation Training

Training	on-site stage operation training for stage crew at owner's location within continental United States. One-day training including class room instruction and hands-on stage instruction.	Training	Quote

Century Industries

Prices and specifications are subject to change without notice

Agenda Item Report

Subject:	Consideration and approval of UMC Mobile Clinic Agreement — Sponsored by Vice Mayor Kashem **RESOLUTION NO. 2026-054** **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 UNIVERSAL MEDICAL INSTITUTE, INC. (d/b/a UMC FREE CLINIC), ATTACHED HERETO AS EXHIBIT "A," FOR FREE CLINIC MEDICAL SERVICES, PURSUANT TO SEC. 2-125 OF THE TOWN'S CODE OF ORDINANCES; 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:	Workshop Commission Meeting - May 27, 2026
Prepared For:	Workshop Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Agmt (UMC Free Clinic) 4919-0949-1884 1
2. Reso (UMC Free Clinic) 4928-4390-6734 1

COMMUNITY HEALTH 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

Universal Medical Institute, Inc. d/b/a UMC Free Clinic, a not-for-profit organization authorized to do business in the State of Florida, with a business address of **700 NW 183rd Street, Miami, FL 33169** (hereinafter referred to as the "Clinic"). Town and Clinic may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, the Town is committed to promoting the health and well-being of its residents; and

WHEREAS, the Clinic is a nonprofit organization that provides free medical and health services to uninsured and underserved individuals in Broward County; and

WHEREAS, the Town desires to facilitate access to free health services for its residents by making available a suitable Town-owned or controlled location for the Clinic's use; and

WHEREAS, the services provided by the Clinic are “medical services,” within the professional service procurement exclusion set forth in Sec. 2-125 of the Town’s Code of Ordinances; and

WHEREAS, the Clinic desires to provide monthly free health services to Town residents in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1 "Agreement" means this Community Health Services Agreement, including all exhibits and amendments hereto.

1.2 "Event" or "Clinic Day" means each free health services session conducted by the Clinic at the Premises.

1.3 "Premises" means the Town-owned or controlled location designated by the Town pursuant to Section 3 of this Agreement.

1.4 "Residents" means individuals who reside within the corporate limits of the Town of Pembroke Park, Florida.

1.5 "Services" means free medical, health, and wellness services provided by the Clinic to eligible individuals, as more particularly described in Exhibit "A."

SECTION 2. TERM

2.1 Initial Term. This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year from the date of the first Event, unless terminated sooner in accordance with the provisions hereof ("Initial Term"). The first event shall occur on September 12, 2026, unless otherwise agreed to by the Parties, and subsequent Events shall occur monthly on a mutually agreed upon Saturday unless otherwise agreed to in writing by the Parties.

2.2 Renewal. Upon the mutual written consent of both parties, this Agreement may be renewed for successive one (1) year terms (each a "Renewal Term"). Either party may elect not to renew by providing written notice to the other party no less than sixty (60) days prior to the expiration of the then-current term.

2.3 Holdover. If the parties continue to perform under this Agreement after expiration of any term without executing a written renewal, such continued performance shall constitute a month-to-month continuation subject to all terms hereof, terminable by either party upon thirty (30) days' written notice.

SECTION 3. PREMISES AND FACILITIES

3.1 Designation of Premises. The Town shall designate, in its sole discretion, a Town-owned or controlled location to serve as the Premises for the Clinic's Events. The Town shall notify the Clinic of the designated Premises location in writing at least thirty (30) days prior to the first scheduled Clinic Day. The initial Premises location is:

To Be Determined by the Town of Pembroke Park

3.2 Right to Relocate. The Town reserves the right, in its sole discretion, to change the Premises upon not less than thirty (30) days' prior written notice to the Clinic. Any alternate Premises designated by the Town shall be of reasonably comparable size and accessibility to the prior location.

3.3 Restroom access. The Town shall ensure that Premises has access to restroom facilities during each Event.

3.4 Use of Premises. The Clinic shall use the Premises solely for the purpose of staging the Clinic's mobile clinic for the purposes of providing free health Services to uninsured Residents and uninsured non-Residents in accordance with this Agreement. Residents shall be given priority for all services provided by the Clinic. The Clinic shall not use the Premises for any other purpose without the Town's prior written consent.

3.5 Access. The Town shall provide the Clinic with access to the Premises beginning at least one (1) hour prior to the start of each scheduled Event for setup of the mobile clinic, and the Clinic shall vacate and return the Premises to its original condition within one (1) hour following the conclusion of each Event.

3.6 Equipment and Supplies. Unless otherwise agreed in writing, each party shall be responsible for providing its own equipment, supplies, and materials necessary for its respective obligations under this Agreement. The Clinic shall be responsible for providing all medical equipment, supplies, and personnel necessary to conduct the Services. The Town shall not be responsible for the storage or handling of any medications or medical supplies.

3.7 Alterations. The Clinic shall not make any alterations, improvements, or modifications to the Premises without the prior written consent of the Town.

SECTION 4. CLINIC SERVICES AND SCHEDULING

4.1 Monthly Events. The Clinic shall conduct free health services monthly in a mobile clinic located on the Premises on a mutually agreed-upon Saturday during the term of this Agreement ("Clinic Day"). The Town, in its sole discretion, may authorize additional days of access to the Premises for additional Events.

4.2 Scope of Services. The Clinic shall provide free medical, health screening, and wellness services to uninsured Residents and uninsured non-residents, as more particularly described in Exhibit "A."

4.3 Qualified Personnel. All Services shall be provided by licensed, certified, or otherwise qualified health care professionals in accordance with applicable federal, state, and local laws and regulations. The Clinic shall maintain a current list of all volunteer and employed health care providers and shall provide such list to the Town upon request.

4.4 Cancellations. Either party may cancel a scheduled Clinic Day by providing written notice to the other party as soon as practicable, and in any event no less than seven (7) days prior to the scheduled Event, except in the case of emergency or force majeure. Cancelled Events shall be rescheduled within thirty (30) days to the extent reasonably practicable.

4.5 Records. The Clinic shall maintain records of the Services provided at each Event, including aggregate statistics on the number of individuals served, types of services rendered, and any required health department records, in accordance with applicable law

and the Clinic's standard policies. Such records shall be made available to the Town upon reasonable written request, subject to applicable privacy laws including HIPAA.

SECTION 5. COMPENSATION AND COSTS

5.1 No Monetary Compensation. The Town shall not pay any monetary compensation to the Clinic for the Services provided under this Agreement. The Town's consideration consists solely of the provision of the Premises as described herein.

5.2 No Fees to Residents. The Clinic shall not charge any fee to Residents or non-Residents for Services rendered during Clinic Days conducted under this Agreement.

5.3 Operating Costs. The Clinic shall be solely responsible for all of its own operating costs, including without limitation personnel costs, medical supplies, equipment, transportation, and any other expenses incurred in connection with the Services.

5.4 Utility Costs. The Town shall bear the costs of standard utilities (electricity, water, and HVAC) at the Premises during scheduled Events, if any. The Clinic shall bear any costs for extraordinary utility usage or specialized equipment requirements.

SECTION 6. INSURANCE

6.1 Clinic’s Insurance Requirements. Throughout the term of this Agreement, the Clinic shall obtain and maintain, at its sole cost and expense, the following insurance coverages with insurers licensed to do business in the State of Florida and rated no less than "A-VII" by A.M. Best:

(a) Commercial General Liability Insurance, with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, covering bodily injury, property damage, personal injury, and advertising injury arising out of or in connection with the Clinic's operations under this Agreement;

(b) Professional Liability (Medical Malpractice) Insurance. The Clinic is established pursuant to Sec. 766.1115, F.S., and is not required to carry professional liability insurance. Nothing in this Agreement is intended to waive the sovereign immunity protections provided to the Clinic pursuant to that section. ;

(c) Workers’ Compensation Insurance, as required by Florida law, and Employer's Liability Insurance with limits of not less than Five Hundred Thousand Dollars ($500,000) per occurrence; and

(d) Such other insurance as the Town may reasonably require from time to time upon thirty (30) days’ written notice.

6.2 Additional Insured. The Clinic's Commercial General Liability policy shall name the Town of Pembroke Park, its officers, elected officials, employees, and agents as Additional Insureds with respect to operations performed under this Agreement.

6.3 Certificates of Insurance. Prior to the first Clinic Day and upon each renewal of this Agreement, the Clinic shall furnish the Town with certificates of insurance evidencing the coverages required herein, together with endorsements reflecting the Additional Insured status required by Section 6.2. Certificates shall provide for not less than thirty (30) days' advance written notice to the Town of cancellation, material change, or non-renewal of any required policy.

6.4 Town's Insurance. The Town shall maintain such insurance or self-insurance as it deems appropriate with respect to its own premises and operations. The Town of Pembroke Park is a member of the Florida Municipal Insurance Trust (FMIT) or comparable risk pool, and coverage is provided through such membership.

6.5 No Waiver. The insurance requirements set forth herein shall not be construed to limit or waive either party's indemnification obligations under this Agreement or under applicable law.

SECTION 7. INDEMNIFICATION AND LIABILITY

7.1 Indemnification by the Clinic. The Clinic shall defend, indemnify, and hold harmless the Town, its officers, elected officials, employees, agents, and successors (collectively, "Town Indemnitees") from and against any and all claims, demands, actions, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and court costs, arising out of or relating to: (a) the Clinic's performance of or failure to perform its obligations under this Agreement, including the rendering of medical services and the storage of, handling of and access to medications; (b) the acts or omissions of the Clinic, its employees, volunteers, agents, or contractors in connection with the Services or use of the Premises; (c) any breach by the Clinic of any representation, warranty, or covenant contained herein; or (d) any bodily injury, death, or property damage caused by the Clinic's operations, except to the extent caused by the negligence or willful misconduct of the Town Indemnitees.

7.2 Sovereign Immunity. Nothing in this Agreement shall be construed to waive the Town's sovereign immunity beyond the limits established in Section 768.28, Florida Statutes, as amended, or to waive any defense or limitation available to the Town under Florida law.

7.3 No Waiver by Insurance. The indemnification obligations set forth in this Section 7 shall not be limited by the amount or terms of any insurance policy required hereunder.

7.4 Limitation on Damages. In no event shall either party be liable to the other for any indirect, special, incidental, consequential, or punitive damages arising out of or related to

this Agreement, regardless of whether such damages were foreseeable or whether a party has been advised of the possibility of such damages.

SECTION 8. COMPLIANCE WITH LAWS

8.1 General Compliance. Both parties shall comply with all applicable federal, state, and local laws, regulations, ordinances, and orders in the performance of their respective obligations under this Agreement, including but not limited to:

(a) The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, as applicable;

(b) The Florida Health Care Consent Act, Chapter 765, Florida Statutes;

(c) All applicable state and local health and safety codes;

(d) The Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act;

(e) All applicable professional licensing laws and regulations governing health care providers.

8.2 Non-Discrimination. The Clinic shall not discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity, or any other characteristic protected by applicable federal, state, or local law in the provision of Services or otherwise in connection with this Agreement.

8.3 Background Screening. The Clinic shall ensure that all personnel (employees and volunteers) who will have contact with the public at Clinic Days have undergone appropriate background screening in accordance with applicable law, including but not limited to the requirements of Chapter 435, Florida Statutes, where applicable.

SECTION 9. INDEPENDENT CONTRACTOR

9.1 Status. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that Clinic is an independent contractor 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. Clinic shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the Clinic's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Clinic. Clinic 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 takes all precautions that are standard in the

industry to increase the likelihood of a successful performance for the Clinic Products and Services; however, the Clinic Products and Services are provided "AS IS" and as available. This Agreement shall not be construed as creating any joint employment relationship between Clinic and the Town and the Town will not be liable for any obligation incurred by Clinic, including but not limited to unpaid minimum wages and/or overtime premiums.

9.2 Personnel. The Clinic's employees and volunteers are not employees of the Town for any purpose, including for purposes of workers' compensation, unemployment compensation, tax withholding, or benefits. The Clinic shall be solely responsible for all matters relating to its employees and volunteers, including compensation, supervision, discipline, and compliance with applicable employment laws.

SECTION 10. TERMINATION

10.1 Termination for Convenience. Either party may terminate this Agreement for any reason or no reason upon thirty (30) days' prior written notice to the other party.

10.2 Termination for Cause. Either party may terminate this Agreement immediately upon written notice to the other party in the event of a material breach by the other party, provided that the non-breaching party has given the breaching party written notice of such breach and the breaching party has failed to cure such breach within thirty (30) days after receipt of such notice (or such longer cure period as the non-breaching party may specify in the notice).

10.3 Termination for Public Health or Safety. The Town may terminate this Agreement immediately upon written notice to the Clinic if the Town Manager or designee reasonably determines that continued performance of this Agreement poses an immediate risk to public health or safety.

10.4 Effect of Termination. Upon expiration or termination of this Agreement: (a) the Clinic shall immediately cease use of the Premises; (b) each party shall return to the other any property belonging to the other party; and (c) obligations and liabilities of the parties that accrued prior to termination shall survive.

SECTION 11. GENERAL PROVISIONS

11.1 Notices. All notices, requests, demands, and communications required or permitted under this Agreement shall be in writing and shall be deemed given when: (a) delivered personally; (b) sent by certified mail, return receipt requested, postage prepaid; or (c) sent by overnight courier, addressed as follows:

If to the Town:

Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue

Pembroke Park, Florida 33023
Email: townmanager@tppfl.gov

Jacob G. Horowitz
Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd, Suite 200
Fort Lauderdale, FL 33308
Email: jhorowitz@gorencherof.com

If to the Clinic:

Zafar Qureshi, MD
Medical Director
UMC Free Clinic
700 NW 183rd Street
Miami, FL 33169
Email: drqureshimd@gmail.com

Sadrul Fasihi
Founder, Vice President
UMC Free Clinic
700 NW 183rd Street
Miami, FL 33169
Email: sadrulfasihi@miamifreeclinic.org

Either party may change its notice address by written notice to the other party.

11.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and understandings of the parties with respect thereto.

11.3 Amendments. This Agreement may not be amended, modified, or supplemented except by a written instrument signed by authorized representatives of both parties.

11.4 Waiver. No waiver by either party of any breach or default of any provision of this Agreement shall be deemed a waiver of any subsequent breach or default, and shall not affect the other terms of this Agreement.

11.5 Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable under applicable law, such provision shall be modified to the minimum extent necessary to make it enforceable, or if modification is not possible, severed from this Agreement, and the remaining provisions shall continue in full force and effect.

11.6 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles. Any legal action arising under this Agreement shall be brought exclusively in the courts of Broward County, Florida.

11.7 Public Records. The Town of Pembroke Park is a public agency subject to Chapter 119, Florida Statutes. Clinic shall comply with Florida's Public Records Law. Specifically, Clinic shall:

11.7.1 Keep and maintain public records required by the Town to perform the service;

11.7.2 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, Florida Statutes, or as otherwise provided by law;

11.7.3 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 Agreement term and, following completion of the Agreement, Clinic shall destroy all copies of such confidential and exempt records remaining in its possession after Clinic transfers the records in its possession to the Town, unless otherwise required by law; and

11.7.4 Upon completion of the Agreement, Clinic shall ensure the transfer to the Town, at no cost to the Town, all public records in Clinic possession. All records stored electronically by Clinic 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.

The failure of Clinic 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 by providing Clinic with at least thirty (30) days prior, provided, however, that Clinic will be given the opportunity to cure the breach within said period of time.

IF CLINIC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CLINIC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TOWN CLERK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600 #234

11.8 Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes, a person or entity that is convicted of a public entity crime may not submit a bid or contract to provide goods or services to a public entity and may not transact business with any public entity for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By executing this Agreement, the Clinic certifies that neither it nor its principals have been convicted of a public entity crime within the past thirty-six (36) months.

11.9 Ethics. The Clinic represents and warrants that it has not offered, paid, or agreed to pay any person any compensation contingent upon the award of this Agreement.

11.10 Force Majeure. Neither party shall be liable for delays or failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including without limitation acts of God, natural disasters, pandemic, epidemic, government-mandated closures, civil unrest, or other force majeure events. The affected party shall promptly notify the other party of such event and shall resume performance as soon as reasonably practicable.

11.11 Scrutinized Companies. Clinic, 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 Agreement for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

11.11.1 Any amount if, at the time bidding on, submitting an Agreement 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

11.11.2 One million dollars or more if, at the time of bidding on, submitting a Agreement for, or entering into or renewing such contract, the company:

11.11.2.1 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

11.11.2.2 Is engaged in business operations in Syria.

11.12 E-Verify. Clinic 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.

11.12.1 Definitions for this Section:

11.12.1.1 "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, Clinic or consultant.

11.12.1.2 "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.

11.12.1.3 "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.

11.12.2 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:

11.12.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

11.12.2.2 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

11.12.2.3 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.

11.13 Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.

11.14 Headings. Section headings are for convenience only and shall not affect the interpretation of this Agreement.

11.15 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Town and the Clinic and their respective successors and permitted assigns. Nothing herein shall create or be deemed to create any third-party beneficiary rights.

11.16 Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

SIGNATURES

TOWN:

TOWN OF PEMBROKE PARK

ATTEST:

_____
CYNTHIA GARCIA-LIMA,
TOWN CLERK

BY:_____
MAYOR GEOFFREY JACOBS

APPROVED AS TO FORM.

_____
JACOB G. HOROWITZ
TOWN ATTORNEY

UMC FREE CLINIC:

_____
*Name:*_____

_____
Title

_____
Date

Witness:

_____
Name:_____

_____
Name:_____

EXHIBIT A – SCOPE OF SERVICES

The Clinic agrees to provide the following free health services at each Clinic Day (subject to volunteer and supply availability):

- General medical consultations and examinations
- Blood pressure screening and monitoring
- Blood glucose/diabetes screening
- BMI and weight assessments
- Cholesterol screening (as available)
- Medication counseling and prescription assistance referrals
- Referrals to specialty care, mental health services, and community resources
- Health and wellness education
- Other services as determined by the Clinic based on available resources

The Clinic reserves the right to modify the scope of services offered at any given Clinic Day based on available volunteer providers and supplies, and shall provide the Town with reasonable advance notice of any material changes to the scope of services.

RESOLUTION NO. 2026-___

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 UNIVERSAL MEDICAL INSTITUTE, INC. (d/b/a UMC FREE CLINIC), ATTACHED HERETO AS EXHIBIT "A," FOR FREE CLINIC MEDICAL SERVICES, PURSUANT TO SEC. 2-125 OF THE TOWN'S CODE OF ORDINANCES; 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, the Universal Medical Institute, Inc. d/b/a UMC Free Clinic (the "Clinic"), provides mobile medical services to uninsured individuals at no cost to municipalities; and

WHEREAS, the Town Commission seeks to engage the Clinic to provide medical services to uninsured residents in the Town; and

WHEREAS, Sec. 2-125 of the Town's Code of Ordinances provides a procurement exclusion for medical services; and

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida, finds that engaging the Clinic to provide mobile medical services to uninsured residents in the Town 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

Universal Medical Institute, Inc. d/b/a UMC Free Clinic, attached hereto as Exhibit "A" and incorporated herein. 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 ____ day of _____, 2026.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CLERK-COMMISSIONER HODGKINS

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

Agenda Item Report

Subject:	Consideration and Approval of a Resolution adopting the proposed Millage Rate for FY 2026–2027 and setting the dates and times for the Tentative Budget Public hearing and the Final Budget Public Hearing, pursuant to FS 200.065. It is suggested the Tentative Budget Hearing be held on September 9, 2026 at 6:00 p.m. and the Final Budget Hearing on September 23, 2026 at 6:00 p.m. — Sponsored by Interim Town Manager Sigerson **RESOLUTION NO: 2026-053** **A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A PROPOSED OPERATING MILLAGE RATE OF _____ MILLS FOR THE FISCAL YEAR 2026-2027 COMMENCING OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2027; SETTING A DATE AND TIME FOR THE FIRST PUBLIC HEARING TO CONSIDER THE TENTATIVE MILLAGE RATE AND TENTATIVE BUDGET AND A DATE AND TIME FOR THE FINAL PUBLIC HEARING TO ADOPT THE FINAL MILLAGE RATE AND BUDGET; PROVIDING FOR DIRECTIONS TO THE TOWN MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.**
Meeting Date:	Workshop Commission Meeting - May 27, 2026
Prepared For:	Workshop Commission
Staff Conact:	
Dept/Group:	Administrative

Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 2026-053 PROPOSED MILLAGE RATE

RESOLUTION NO. 2026-053

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A PROPOSED OPERATING MILLAGE RATE OF _____ MILLS FOR THE FISCAL YEAR 2026-2027 COMMENCING OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2027; SETTING A DATE AND TIME FOR THE FIRST PUBLIC HEARING TO CONSIDER THE TENTATIVE MILLAGE RATE AND TENTATIVE BUDGET AND A DATE AND TIME FOR THE FINAL PUBLIC HEARING TO ADOPT THE FINAL MILLAGE RATE AND BUDGET; PROVIDING FOR DIRECTIONS TO THE TOWN MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park (the "Town") is required by Florida Statute Section 200.065(2) to adopt a resolution setting the millage rate to be levied; and

WHEREAS, the Statute further requires that the Resolution shall state the percent, if any, by which the millage rate to be levied exceeds the rolled-back rate as computed by the Office of the Property Appraiser of Broward County; and

WHEREAS, in accordance with the provisions of Section 200.065(1), Florida Statutes, it is determined that the rolled-back rate computed as aforesaid is _____ and the proposed millage rate is _____, which is _____ percent more than the rolled-back rate; and

WHEREAS, a tentative budget hearing on the millage rate has been scheduled for ____ p.m. at Town Hall on September ___, 2026, and the final public hearing has been scheduled for _____ p.m. at Town Hall on September __, 2026.

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

Section 1. The Town Commission hereby adopts an 8.5 tentative operating millage rate.

Section 2. The Town Commission hereby finds and declares that the proposed operating millage rate adopted by this Resolution is _____, which exceeds the current year

rolled-back rate of _____ by _____%. A tentative budget hearing on the millage rate has been scheduled for _____ p.m. at Town Hall on September ____, 2026, and the final public hearing has been scheduled for _____ p.m. at Town Hall on September _____, 2026.

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 ____ day of _____, 2026.

_____
GEOFFREY JACOBS
Mayor

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 Budget Amendment — Sponsored by Interim Town Manager Sigerson **RESOLUTION NO: 2026-055** **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING THE FISCAL YEAR 2025-2026 TOWN BUDGET ADOPTED ON DECEMBER 1, 2025 PURSUANT TO RESOLUTION NO. 2025-078, AS AMENDED; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2025-2026 FOR THE TOWN, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**
Meeting Date:	Workshop Commission Meeting - May 27, 2026
Prepared For:	Workshop Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Budget Amendment #3 5.20.26
2. Reso (Budget Amendment FY2025-2026) 4915-7242-6408 1

Budget Amendment #3 FY 2026

This budget amendment supports the additional Professional services for Finance Department, David Lynch payout and department and 50th year building inspection as approved by Commission meeting 5/13/2026 and the budget impact is the following:

	Budget Amenment 3
Additional Professional services	**Amount**
ARPA professional services	16,000
David Lych-payout	72,290
Eisner Amper	
Phase 1	50,000
Hourly-billed scoping engagement covering for the first 30 days. Includes onboarding, systems and records review, risk identification and delivery of initial findings and priorities to the Town Manager. Billed standard hourly rates; total will not exceed the stated cap.	
Phase 2-Ongoing	
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	60,000
Internal Auditors-Forvis Mazars	
Phase 1	36,000

Total	**234,290**
Total budget transferred due to Previous Finance director and other true up accounts funds available	**111,824**
Total budget amendment request for Finance	**122,466**
50th year building safety inspection -Kimley Horn	19,600
Grand Total	**142,066**

Revenue / Source of Funds:

Account Number	Description	Current Budget	Amendment
001-000000-271001-00-0000	Fund Balance – Unreserved	$0.00	**$142,066**

Expenditure / Use of Funds:

Account Number	Description	Current Budget	Amendment
001-510513-340011-00-0000	Contractual Services - Professional Svcs	$167,824.30	**$290,290.30**

This appropriation will be funded entirely from General Fund Unassigned Fund Balance (Account **001-000000-271001-00-0000).**

Finance expenditure will be charged to account: **001-510513-34011-00-0000 (Contractual Services)**

50th year building safety inspection-Kimley Horn will be charge to account **001-510519-340006-00-0000 (Contractual Services-Town Hall)**

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING THE FISCAL YEAR 2025-2026 TOWN BUDGET ADOPTED ON DECEMBER 1, 2025 PURSUANT TO RESOLUTION NO. 2025-078, AS AMENDED; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2025-2026 FOR THE TOWN, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 1, 2025, the Town Commission of the Town of Pembroke Park adopted Resolution No. 2025-078, thereby adopting a budget for the Fiscal Year 2025-2026; and

WHEREAS, on April 8, 2026, the Town Commission adopted Resolution No. 2026-036, thereby amending the budget for FY 2025-2026; and

WHEREAS, additional revisions to the Fiscal Year 2025-2026 budget are now necessary, in accordance with Section 166.241, F.S.; and

WHEREAS, Town Staff has reviewed the proposed amendments to the Fiscal Year 2025-2026 budget, and recommends the adoption of the same by the Town Commission; and

WHEREAS, the Town Commission has reviewed the proposed budget amendments set forth in Exhibit "A" and finds the adoption thereof to be in 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 amends Resolution No. 2025-078, as amended, and provides for a further Amended Budget for the Fiscal Year 2025-2026, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference. In accordance with Sec. 166.241(9), F.S., a copy of the Amended Budget shall be posted on the Town's website within five (5) days of the adoption of this Resolution.

Section 3. The provisions of this resolution shall not be deemed to be a limitation on the powers granted to the Town Commission by the Town Charter, which relates to the fiscal management of the Town's funds.

Section 4. 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 5. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall become effective upon its passage and adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED this ____ day of _____, 2026.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CLERK-COMMISSIONER HODGKINS

Approved as to form and legal sufficiency

_____
JACOB HOROWITZ
Town Attorney

Agenda Item Report

Subject:	Consideration and approval of CCNA Architectural agreements — Sponsored by Public Services Director Odoms and Procurement Administrator Woodbury **RESOLUTION NO: 2026-056** **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING CONTINUING SERVICES CONTRACTS WITH CPH CONSULTING, CPZ ARCHITECTS, JORGE GUTIERREZ ARCHITECTS, AND WEST CONSTRUCTION AND DESIGN PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 25-02, ATTACHED HERETO AS EXHIBITS A-D; AUTHORIZING THE EXECUTION OF THE AGREEMENTS AND DIRECTING THE APPROPRIATE TOWN OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**
Meeting Date:	Workshop Commission Meeting - May 27, 2026
Prepared For:	Workshop Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Hourly Rates Sheet_WAD
2. Truth-In-Negotiation Certificate_WAD
3. AGREEMENT_DRAFT COPY_West Architecture
4. JAG Architect Hourly Rates 2026
5. Town of Pembroke Park Truth in Negotiations
6. AGREEMENT_DRAFT COPY_Jorge A. Gutierrez
7. CPZ Hourly Rates 2026
8. Town of Pembroke Park Truth in Negotiations CPZ signed
9. AGREEMENT_DRAFT COPY_CPZ Architects CPZ signed
10. CPH Hourly Billing Rates
11. Truth in Negotiation
12. AGREEMENT_DRAFT COPY_CPH Consulting
13. Reso (CCNA Continuing Services Contracts - Architectural Firms) 4903-3396-4718 1

May 19th, 2026

Re: **REQUEST FOR QUALIFICATIONS**
25-02: ARCHITECTURAL AND ENGINEERING SERVICES THROUGH CONTINUING CONTRACTS (CCNA)
Hourly Rates Sheet

To Whom It May Concern:

Below is the Hourly Rates for West Architecture + Design, LLC:

Role / Position	Hourly Rates
Principal	$245.00
Senior Project Manager	$195.00
Project Manager	$145.00
CADD / BIM Technician	$125.00
Administrative Staff	$100.00
Senior Estimator	$225.00

Respectfully,

Matthew F. West
Principal/President

West Architecture + Design, LLC
820 North 4th Street / Lantana, Florida 33462 / Phone: 561-588-2027 / Fax: 561-582-9419
License No. AR93859
www.westconstructioninc.net

TRUTH-IN-NEGOTIATION CERTIFICATE

Solicitation # RFQ 25-02

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Town of Pembroke Park, Florida requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Town, whichever is later.

West Architecture + Design, LLC
Name of Firm

Matthew F. West
President or Designee (Printed)

President or Designee (Signed)

The foregoing instrument was acknowledged before me by Matthew F. West who is personally known to me. WITNESS my hand and official seal in the Palm Beach County, (Name of County) Florida last aforesaid this 19th day of May, 2026.

(SEAL)

RACQUEL J. BARRETT
Commission # HH 414820
Expires June 26, 2027

Signature

Racquel J. Barrett
Notary Name (typed or printed)

Notary Name (signed)

AGREEMENT No. RFQ 25-02
BETWEEN
TOWN OF PEMBROKE PARK
AND
WEST ARCHITECTURE + DESIGN, LLC

THIS AGREEMENT is made and entered into as of this ___ day of _____, **2026, by** and between **West Architecture + Design, LLC** a corporation organized and existing under the laws of the **State of Florida,** having its principal office at **820 North 4th Street, Lantana, FL 3346** (hereinafter referred to as the ("CONSULTANT"), and the Town of Pembroke Park, a political subdivision of the State of Florida, having its principal office at 3150 SW 52nd Avenue, Pembroke Park, FL 33023 (hereinafter referred to as the "TOWN").

RECITALS

WHEREAS, the CONSULTANT has offered to provide the services and to be bound by the terms and conditions of the **Request for Qualifications (RFQ) No. Number RFQ 25-02** which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as "Exhibit A", and the assertions included in the CONSULTANT's Proposal attached hereto and incorporated herein as "Exhibit B"; and

WHEREAS, the TOWN desires to retain a CONSULTANT to provide continuing architectural and engineering design services as more particularly specified in the Scope of Services in "Exhibit A"; and,

WHEREAS, the selection process followed the Florida Consultants Competitive Negotiations Act (CCNA) (§287.055, Florida Statutes); and

WHEREAS, CONSULTANT desires to render services described in the Scope of Services and has the qualifications, experience, staff and resources to perform those services; and,

WHEREAS, through a competitive selection process conducted in accordance with the requirements of Florida law and Town policy, the TOWN has determined that it to be in the best interest of the TOWN to award an Agreement to the CONSULTANT for the rendering of those

services described in the scope of services; and;

INCORPORATION BY REFERENCE AND ENTIRE AGREEMENT.

The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct. The Documents which comprise this Agreement between the TOWN and the CONSULTANT are attached hereto, made a part hereof and consist of the following:

A. This Agreement;
B. RFQ 25-02 hereto as "Exhibit A";
C. Proposal hereto as "Exhibit B";
D. Truth in Negotiations Form hereto as "Exhibit C"
E. Fee Schedule attached hereto as "Exhibit D".
F. Work Order hereto as "Exhibit E".

In the event of a conflict between any of the terms and conditions in the Exhibits and this Agreement, this Agreement shall prevail.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

ADDITIONAL TERMS AND CONDITIONS

SECTION 1. TERM.

1.1 This contract shall commence upon the effective date of the duly executed Agreement and shall remain in effect for a period of three (3) years, with two (2) one-year renewal options.

1.2 The TOWN has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon fifteen (15) days written notice to the CONSULTANT. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the TOWN within ten (10) days.

1.3 If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days,

the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non- defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

1.4 Loss of Funding: The Agreement shall remain in full force and effect only as long as provided for in the Agreement has been appropriated by The Town Commission in the annual budget for the fiscal year of this Agreement. The Agreement is subject to termination based on a lack of funding.

SECTION 2. PREAMBLE.

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Pursuant to Section 287.055, Florida Statutes, TOWN has formed a Committee to evaluate the CONSULTANT's statement of qualifications and performance data to ensure that the CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform services hereunder.

SECTION 3. GENERAL PROVISIONS.

3.1 Negotiations pertaining to the Consultant services to be performed by the CONSULTANT have been undertaken between CONSULTANT and TOWN representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.

SECTION 4. COMPENSATION

4.1 The TOWN agrees to pay CONSULTANT as compensation for the performance of the services as related to each Project Task / Work Order under the terms of this Agreement in a Not to Exceed Amount lump sum amount as agreed upon per Task, to be billed by work order and in accordance with "Exhibit D".

SECTION 5. TRUTH-IN-NEGOTIATION CERTIFICATION

5.1 In accordance with Florida Statutes Section 287.055(5)(a), for any lump-sum or cost-plus-a-fixed-fee CONSULTANT service issued pursuant to this Agreement in which the fee is over the threshold amount provided in Florida Statutes Section 287.017 for Category Four, as it may be amended, CONSULTANT hereby certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of submittal of proposal.

SECTION 6. INDEPENDENT CONSULTANT

6.1 The CONSULTANT is an Independent Consultant under this Agreement. Personnel provided by the CONSULTANT shall be employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONSULTANT. The CONSULTANT shall be solely responsible for any injuries suffered by the CONSULTANT's employees. It is clear that TOWN will not provide workers' compensation insurance for the CONSULTANT or its employees.

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither arty hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONSULTANT shall be deemed to be an employee or agent of the TOWN. The CONSULTANT shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the TOWN. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONSULTANT, the opinion of the TOWN shall establish, for all purposes, the nature of the work. The CONSULTANT shall have no power to obligate TOWN.

SECTION 7. INDEMNIFICATION.

7.1 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.

7.2.1 The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of the Agreement and continue in full force and effect as to the party's responsibility to indemnify.

7.3 Nothing herein shall be construed to extend the TOWNS's liability beyond that provided in Section 768.28, Florida Statutes.

7.4 **PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.**

SECTION 8. RECORDS.

8.1 Records for Personnel Expenses shall be kept on a generally recognized accounting basis and shall be available to the TOWN or its authorized representative at mutually convenient times.

8.2 With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within Broward County, Florida as often as the TOWN may reasonably require. CONSULTANT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The TOWN's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. CONSULTANT shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the date of submission of the annual performance report. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 The CONSULTANT shall comply with the applicable requirements of State laws and all Codes and Ordinances of The Town as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

A. If the PROJECT involves E.P.A. Grant eligible work, the TOWN and the CONSULTANT agree that the provisions of 40 CFR, Part 35, Appendix C-1, shall become a part of this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement for work performed under said Agreement.

B. If the PROJECT involves work under other Federal or State Grantors or Approving Agencies, the TOWN and the CONSULTANT shall review and approve the applicable required provisions or any other supplemental provisions as may be included in the Agreement.

C. Any documents provided by CONSULTANT to the TOWN are public records and the TOWN may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes.

SECTION 10. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

10.1 The Firm must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONSULTANT must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 11. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

11.1 During the performance of this Agreement or any related Task the CONSULTANT:

A. CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by TOWN, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

B. CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

C. CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment; and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

D. CONSULTANT shall take affirmative action to ensure that applicants are

employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

SECTION 12. ASSIGNMENT AND SUBCONSULTING

12.1 This Agreement and the rights of the CONSULTANT and obligations hereunder may not be assigned, delegated, or subconsulted by the CONSULTANT without the express prior written consent of the TOWN. Any assignment, delegation or subconsult without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the TOWN may immediately terminate the Agreement in accordance with the provisions of paragraph (Termination by Default). The TOWN may assign its rights, together with its obligations hereunder.

SECTION 13. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

13.1 Pursuant to Section 119.0701 of the Florida Statutes, CONSULTANT agrees to:

A. Keep and maintain public records in CONSULTANT's possession or control in connection with CONSULTANT's performance under this agreement. CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.

B. Upon request from the Town's custodian of public records, CONSULTANT shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN. Notwithstanding, it is understood that at all times CONSULTANT's workpapers shall remain the sole property of CONSULTANT and are not subject to the terms of this Agreement.

D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of CONSULTANT shall be delivered by CONSULTANT to the TOWN Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically

by CONSULTANT shall be delivered to the TOWN in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, CONSULTANT shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that CONSULTANT will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

E. Any compensation due to CONSULTANT shall be withheld until all records are received as provided herein.

F. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the TOWN.

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, CONSULTANT SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONSULTANT. 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

SECTION 14. OWNERSHIP AND REUSE OF DOCUMENTS

14.1 It is understood and agreed by the parties hereto that all documents and materials, including, but not limited to, reports, tracings, plans, specifications, field books, survey information, maps, contract documents, and any other data used, developed or produced by CONSULTANT or at CONSULTANT's direction for the purpose of this Agreement and any Project Task hereunder, shall become the property of TOWN and shall be made available by CONSUL TANT at any time upon request of TOWN's representatives. When all work contemplated under this Agreement or any Project Task is complete, all of such documents shall be delivered to TOWN's designated representative.

14.2 All documents, including, but not limited to, drawings and specifications, prepared or produced by CONSULTANT for a specific project pursuant to this Agreement and any

Project Task, are related exclusively to the services described in this Agreement and the task.

14.3 Town acknowledges the Consultant's documents are instruments of the Consultant's professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of Town upon completion of the work and payment in full of all monies due to the Consultant but shall not limit Consultant's overall operation as a business in any ways.

SECTION 15. PROMPT PAYMENT ACT.

15.1 The TOWN as a municipal corporation is subject to the *Local Government Prompt Payment Act,* Chapter 218, Part VII, Fla. Stat. (as amended).

SECTION 16. CONFLICT OF INTEREST/CODE OF ETHICS.

16.1 The CONSULTANT represents that it has provided a list of all current clients subject to the jurisdiction of the TOWN. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the TOWN. The CONSULTANT agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the TOWN. Upon request of the CONSULTANT, and full disclosure of the nature and extent of the proposed representation, the TOWN Manager or his designee shall have the authority to authorize such representation during the term of this Agreement
.

16.2 Standards and Proper Decorum: The TOWN promotes and expects a *high standard* of ethics and professional conduct in all TOWN employees. The CONSULTANT shall be held to the same standards and shall be *held* accountable to any conduct or demeanor contrary to the policy while representing the TOWN.

SECTION 17. SOVEREIGN IMMUNITY.

17.1 The TOWN is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Town's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 18. ORDER OF PRECEDENCE.

18.1 IN THE EVENT THERE IS A CONFLICT BETWEEN THIS AGREEMENT, CONSULTANT'S RESPONSE, OR SCOPE OF WORK, THE ORDER OF PRECEDENCE SHALL BE THIS AGREEMENT, AND THE CONSULTANT'S RESPONSE. THE TOWN EXPRESSLY REJECTS ANY ADDITIONAL TERMS OR CONDITIONS NOT CONSISTENT

WITH THE TERMS HEREIN.

SECTION 19. WARRANTIES AND ATTORNEY'S FEES

19.1 CONSULTANT warrants that its services are to be performed within the limits prescribed by the TOWN with the usual thoroughness and competence of industry standards for engineers.

19.2 In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs and para legal fees at both the trial and appellate levels.

SECTION 20. GOVERNING LAW, VENUE, WAIVER OF JURY TRIAL

20.1 CONSULTANT agrees that the contracts shall be governed by the laws of the State of Florida. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Subject to provisions hereof relating to arbitration, any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. THE PARTIES KNOWINGLY, VOLUNTARILY AND UNEQUIVOCALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY FOR ANY CLAIMS WHETHER IN CONTRACT, TORT OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.

20.2 Any remedies provided in this Agreement or any PROJECT TASK shall be deemed cumulative and additional and are not in lieu of or exclusive of each other or of any other rights or remedies any party hereto otherwise has by law, equity or statute. In any action arising under this Agreement or any PROJECT TASK issued hereunder, the prevailing party is entitled to recover a reasonable fee for the services of the prevailing party's attorney through trial and appeal, in an amount to be determined by the court, together with the prevailing party's costs of the action. In the event each party shall partially prevail in such action, costs and reasonable attorneys' fees shall be equitably apportioned between the parties by the court.

SECTION 21. INSURANCE.

21.1 CONSULTANT shall provide and maintain in force at all times during the Agreement with the TOWN such insurance, including Workers' Compensation, Comprehensive General Liability Insurance, and Automobile Liability Insurance, as will assure to the TOWN the protection contained in the foregoing indemnification undertaken by the CONSULTANT, including the following:

21.1.1 Workers' Compensation Statutory limits With a limit of $100,000 each accident and disease. Coverage must be included for the U.S. Longshoremen & Harbor Worker Act and Jones Act.

21.1.2 Commercial General Liability Insurance with limits of no less than $1,000,000.00, and $2,000,000.00 excess umbrella liability, including

TOWN as an additional insured.

21.1.3 Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non- owned and hired automobiles and employee non-ownership with limits of not less than $500,000.00 per occurrence.

21.1.4 Professional Liability (Errors and Omissions) Insurance for engineering services and the services of any other professional used in the performance of the Work of this Agreement in the amount of $1,000,000.00 with a deductible (if applicable) not to exceed $25,000.00 per claim. The certificate of insurance for professional liability shall reference any applicable deductible and the Work of this Agreement.

21.1.5 TOWN shall be named as an additional insured on both of the General Liability Policies with a waiver of subrogation on the Workers' Compensation/Employee Liability Policy.

SECTION 22. NON-EXCLUSIVITY.

22.1 This Agreement is non-exclusive. The TOWN retains the right to engage the services of additional third-party CONSULTANTs or assign responsibilities to an employee of the TOWN to perform the same or similar services provided by CONSULTANT under this Agreement and to assign work to such parties in its sole discretion.

SECTION 23. ANTI-DISCRIMINATION.

23.1 CONSULTANT certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. CONSULTANT further agrees that neither CONSULTANT, nor any parent company, subsidiaries or affiliates of CONSULTANT are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

SECTION 24. NOTICE.

24.1 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, or by nationally recognized overnight delivery service, 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. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONSULTANT and the TOWN designate the following as the respective places for giving such notice:

To the Town:

Office of the Town Manager
3150 SW 52nd Ave
Pembroke Park, FL 33023
(954) 966-4600

and,

To the Town Attorney:

Office of the Town Attorney
Goren Cherof Doody Ezrol
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
(954) 771-4500 X 5055

With copy to the: **Project Manager**

3150 SW 52nd Ave
Pembroke Park, FL 33023

CONSULTANT:

West Architecture + Design, LLC
820 North 4th Street
Lantana, FL 33462

SECTION 25. MODIFICATION.

25.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. SCRUNTIZED COMPANIES.

26.1 CONSULTANT certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONSULTANT or its subconsultants are found to have submitted a false certification; or if the CONSULTANT, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

26.2 If this Agreement is for more than one million dollars, the CONSULTANT certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option 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 the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

26.3 The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated consulting prohibitions then they shall become inoperative.

SECTION 27. NO CONTINGENCY FEES.

27.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

SECTION 28. NONCOERCIVE CONDUCT AFFIDAVIT.

28.1 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.

SECTION 29. 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.

SECTION 30. ENTIRE AGREEMENT, VALIDITY, APPLICABLE LAW, ASSIGNMENTS

30.1 This Agreement, together with all PROJECT TASKS subsequently issued hereunder by TOWN, shall embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged into this Agreement and such project tasks.

30.2 The parties hereto and their respective legal counsel participated, or the parties hereto were given the opportunity to have their legal counsel participate in the preparation of this Agreement and each WORK ORDER hereunder; therefore, this Agreement and each WORK ORDER issued hereunder shall be construed neither against nor in favor of any party hereto, but rather in accordance with the fair meaning thereof.

30.3 Neither this Agreement nor any WORK ORDER issued hereunder may be amended, modified, changed, or supplemented in whole or in part except by an instrument in writing signed by the party or parties against whom enforcement of any such amendment, modification, change or supplement is sought.

30.4 The failure of any party at any time or times to require performance of any provision of this Agreement or any WORK ORDER hereunder shall in no manner affect such party's right to enforce the same. A party may waive a provision of this Agreement or any WORK ORDER hereunder only in a signed writing specifically stating what is waived. The waiver by any party of any breach of any provision of this Agreement or any WORK ORDER hereunder shall not be construed to be a waiver by any such party of any succeeding breach of that provision or any other provision.

30.5 The invalidity, illegality or unenforceability of any provision or provisions of this Agreement or any WORK ORDER hereunder will not affect any other provision of this Agreement or such WORK ORDER, which shall remain in full force and effect, nor will the invalidity, illegality or unenforceability of a portion of any provision of this Agreement or any related WORK ORDER affect the balance of such provision. In the event that any one or more of the provisions contained in this Agreement or any WORK ORDER hereunder or portion thereof shall for any reason be finally held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, this Agreement and any such WORK ORDER shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained therein.

30.6 The title of this Agreement and any WORK ORDER hereunder and the section and

paragraph headings contained in this Agreement and such WORK ORDER are not substantive parts of this Agreement or such WORK ORDER and shall not expand, limit or restrict this Agreement or such WORK ORDER in any way.

30.7 This Agreement and any WORK. ORDER hereunder may be executed on one or more counterparts, each of which shall bedeemed an original and all which together will constitute one and the same instrument.

30.8 CONSULTANT shall not assign or transfer the Agreement or any Task, or its rights, title or interests therein, without TOWN'S prior written approval. The obligations undertaken by CONSULTANT pursuant to the Agreement shall not be delegated or assigned to any other person or firm unless TOWN shall first consent in writing to the assignment.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SIGNATURE PAGE TO FOLLOW

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

ATTEST:

BY: _____

CYNTHIA GARCIA-LIMA,
TOWN CLERK

GEOFFREY JACOBS
MAYOR

APPROVED AS TO FORM.

_____
JACOB G. HOROWITZ
TOWN ATTORNEY

WEST ARCHITECTURE + DESIGN, LLC:

Signed By: _____
Print Name: Matthew F. West
Title: President

Staff Classification	Hourly Rate $	Multiplier	Rate
Principal In Charge	66.10	2.64	174.50
Project Manager	50.48	2.64	133.27
Senior Architect	50.48	2.64	133.27
Architect	45.67	2.64	120.57
CADD / Designer	32.69	2.64	86.30
Specifications	45.67	2.64	120.57
Administrative	38.46	2.64	101.53

4000 Hollywood Boulevard, Suite 455S • Hollywood • Florida 33021
TEL 786-657-2352 • CELL 954-804-3517 • EMAIL jor-g@jagaia.com • WEB www.jagaia.com
AR 14571

JORGE A GUTIERREZ ARCHITECT LLC
4000 Hollywood Boulevard, Suite 455S • Hollywood • Florida 33021
TEL 786-657-2352 • CELL 954-804-3517 • EMAIL jor-g@jagaia.com • WEB www.jagaia.com
AR 14571

TRUTH-IN-NEGOTIATION CERTIFICATE

Solicitation # RFQ 25-02

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Town of Pembroke Park, Florida requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Town, whichever is later.

Jorge A Gutierrez Architect LLC
Name of Firm

Jorge A Gutierrez
President or Designee (Printed)

President or Designee (Signed)

The foregoing instrument was acknowledged before me by JORGE GUTIERREZ who is personally known to me. WITNESS my hand and official seal in the BROWARD COUNTY (Name of County), FLORIDA (State) last aforesaid this 8th day of MAY, 2026

(SEAL)

MIORIS CARDONA
Commission # HH 685043
Expires August 29, 2029

Signature

Mioris Cardona
Notary Name (typed or printed)

Notary Name (signed)

AGREEMENT No. RFQ 25-02
BETWEEN
TOWN OF PEMBROKE PARK
AND
JORGE A. GUTIERREZ ARCHITECT, LLC

THIS AGREEMENT is made and entered into as of this __ day of _____, **2026,** by and between **Jorge A. Gutierrez Architect, LLC** a corporation organized and existing under the laws of the **State of Florida,** having its principal office at **4000 Hollywood Boulevard, Suite 455s, Hollywood, FL 33021** (hereinafter referred to as the ("CONSULTANT"), and the Town of Pembroke Park, a political subdivision of the State of Florida, having its principal office at 3150 SW 52nd Avenue, Pembroke Park, FL 33023 (hereinafter referred to as the "TOWN").

RECITALS

WHEREAS, the CONSULTANT has offered to provide the services and to be bound by the terms and conditions of the **Request for Qualifications (RFQ) No. Number RFQ 25-02** which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as "Exhibit A", and the assertions included in the CONSULTANT's Proposal attached hereto and incorporated herein as "Exhibit B"; and

WHEREAS, the TOWN desires to retain a CONSULTANT to provide continuing architectural and engineering design services as more particularly specified in the Scope of Services in "Exhibit A"; and,

WHEREAS, the selection process followed the Florida Consultants Competitive Negotiations Act (CCNA) (§287.055, Florida Statutes); and

WHEREAS, CONSULTANT desires to render services described in the Scope of Services and has the qualifications, experience, staff and resources to perform those services; and,

WHEREAS, through a competitive selection process conducted in accordance with the requirements of Florida law and Town policy, the TOWN has determined that it to be in the best interest of the TOWN to award an Agreement to the CONSULTANT for the rendering of those

services described in the scope of services; and;

INCORPORATION BY REFERENCE AND ENTIRE AGREEMENT.

The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct. The Documents which comprise this Agreement between the TOWN and the CONSULTANT are attached hereto, made a part hereof and consist of the following:

A. This Agreement;
B. RFQ 25-02 hereto as "Exhibit A";
C. Proposal hereto as "Exhibit B";
D. Truth in Negotiations Form hereto as "Exhibit C"
E. Fee Schedule attached hereto as "Exhibit D".
F. Work Order hereto as "Exhibit E".

In the event of a conflict between any of the terms and conditions in the Exhibits and this Agreement, this Agreement shall prevail.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

ADDITIONAL TERMS AND CONDITIONS

SECTION 1. TERM.

1.1 This contract shall commence upon the effective date of the duly executed Agreement and shall remain in effect for a period of three (3) years, with two (2) one-year renewal options.

1.2 The TOWN has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon fifteen (15) days written notice to the CONSULTANT. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the TOWN within ten (10) days.

1.3 If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days,

the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non- defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

1.4 Loss of Funding: The Agreement shall remain in full force and effect only as long as provided for in the Agreement has been appropriated by The Town Commission in the annual budget for the fiscal year of this Agreement. The Agreement is subject to termination based on a lack of funding.

SECTION 2. PREAMBLE.

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Pursuant to Section 287.055, Florida Statutes, TOWN has formed a Committee to evaluate the CONSULTANT's statement of qualifications and performance data to ensure that the CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform services hereunder.

SECTION 3. GENERAL PROVISIONS.

3.1 Negotiations pertaining to the Consultant services to be performed by the CONSULTANT have been undertaken between CONSULTANT and TOWN representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.

SECTION 4. COMPENSATION

4.1 The TOWN agrees to pay CONSULTANT as compensation for the performance of the services as related to each Project Task / Work Order under the terms of this Agreement in a Not to Exceed Amount lump sum amount as agreed upon per Task, to be billed by work order and in accordance with "Exhibit D".

SECTION 5. TRUTH-IN-NEGOTIATION CERTIFICATION

5.1 In accordance with Florida Statutes Section 287.055(5)(a), for any lump-sum or cost-plus-a-fixed-fee CONSULTANT service issued pursuant to this Agreement in which the fee is over the threshold amount provided in Florida Statutes Section 287.017 for Category Four, as it may be amended, CONSULTANT hereby certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of submittal of proposal.

SECTION 6. INDEPENDENT CONSULTANT

6.1 The CONSULTANT is an Independent Consultant under this Agreement. Personnel provided by the CONSULTANT shall be employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONSULTANT. The CONSULTANT shall be solely responsible for any injuries suffered by the CONSULTANT's employees. It is clear that TOWN will not provide workers' compensation insurance for the CONSULTANT or its employees.

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither arty hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONSULTANT shall be deemed to be an employee or agent of the TOWN. The CONSULTANT shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the TOWN. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONSULTANT, the opinion of the TOWN shall establish, for all purposes, the nature of the work. The CONSULTANT shall have no power to obligate TOWN.

SECTION 7. INDEMNIFICATION.

7.1 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.

7.2.1 The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of the Agreement and continue in full force and effect as to the party's responsibility to indemnify.

7.3 Nothing herein shall be construed to extend the TOWNS's liability beyond that provided in Section 768.28, Florida Statutes.

7.4 **PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.**

SECTION 8. RECORDS.

8.1 Records for Personnel Expenses shall be kept on a generally recognized accounting basis and shall be available to the TOWN or its authorized representative at mutually convenient times.

8.2 With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within Broward County, Florida as often as the TOWN may reasonably require. CONSULTANT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The TOWN's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. CONSULTANT shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the date of submission of the annual performance report. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 The CONSULTANT shall comply with the applicable requirements of State laws and all Codes and Ordinances of The Town as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

A. If the PROJECT involves E.P.A. Grant eligible work, the TOWN and the CONSULTANT agree that the provisions of 40 CFR, Part 35, Appendix C-1, shall become a part of this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement for work performed under said Agreement.

B. If the PROJECT involves work under other Federal or State Grantors or Approving Agencies, the TOWN and the CONSULTANT shall review and approve the applicable required provisions or any other supplemental provisions as may be included in the Agreement.

C. Any documents provided by CONSULTANT to the TOWN are public records and the TOWN may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes.

SECTION 10. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

10.1 The Firm must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONSULTANT must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 11. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

11.1 During the performance of this Agreement or any related Task the CONSULTANT:

A. CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by TOWN, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

B. CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

C. CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment; and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

D. CONSULTANT shall take affirmative action to ensure that applicants are

employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

SECTION 12. ASSIGNMENT AND SUBCONSULTING

12.1 This Agreement and the rights of the CONSULTANT and obligations hereunder may not be assigned, delegated, or subconsulted by the CONSULTANT without the express prior written consent of the TOWN. Any assignment, delegation or subconsult without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the TOWN may immediately terminate the Agreement in accordance with the provisions of paragraph (Termination by Default). The TOWN may assign its rights, together with its obligations hereunder.

SECTION 13. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

13.1 Pursuant to Section 119.0701 of the Florida Statutes, CONSULTANT agrees to:

A. Keep and maintain public records in CONSULTANT's possession or control in connection with CONSULTANT's performance under this agreement. CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.

B. Upon request from the Town's custodian of public records, CONSULTANT shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN. Notwithstanding, it is understood that at all times CONSULTANT's workpapers shall remain the sole property of CONSULTANT and are not subject to the terms of this Agreement.

D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of CONSULTANT shall be delivered by CONSULTANT to the TOWN Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically

by CONSULTANT shall be delivered to the TOWN in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, CONSULTANT shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that CONSULTANT will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

E. Any compensation due to CONSULTANT shall be withheld until all records are received as provided herein.

F. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the TOWN.

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, CONSULTANT SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONSULTANT. 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

SECTION 14. OWNERSHIP AND REUSE OF DOCUMENTS

14.1 It is understood and agreed by the parties hereto that all documents and materials, including, but not limited to, reports, tracings, plans, specifications, field books, survey information, maps, contract documents, and any other data used, developed or produced by CONSULTANT or at CONSULTANT's direction for the purpose of this Agreement and any Project Task hereunder, shall become the property of TOWN and shall be made available by CONSUL TANT at any time upon request of TOWN's representatives. When all work contemplated under this Agreement or any Project Task is complete, all of such documents shall be delivered to TOWN's designated representative.

14.2 All documents, including, but not limited to, drawings and specifications, prepared or produced by CONSULTANT for a specific project pursuant to this Agreement and any

Project Task, are related exclusively to the services described in this Agreement and the task.

14.3 Town acknowledges the Consultant's documents are instruments of the Consultant's professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of Town upon completion of the work and payment in full of all monies due to the Consultant but shall not limit Consultant's overall operation as a business in any ways.

SECTION 15. PROMPT PAYMENT ACT.

15.1 The TOWN as a municipal corporation is subject to the *Local Government Prompt Payment Act,* Chapter 218, Part VII, Fla. Stat. (as amended).

SECTION 16. CONFLICT OF INTEREST/CODE OF ETHICS.

16.1 The CONSULTANT represents that it has provided a list of all current clients subject to the jurisdiction of the TOWN. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the TOWN. The CONSULTANT agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the TOWN. Upon request of the CONSULTANT, and full disclosure of the nature and extent of the proposed representation, the TOWN Manager or his designee shall have the authority to authorize such representation during the term of this Agreement

.

16.2 Standards and Proper Decorum: The TOWN promotes and expects a *high standard* of ethics and professional conduct in all TOWN employees. The CONSULTANT shall be held to the same standards and shall be *held* accountable to any conduct or demeanor contrary to the policy while representing the TOWN.

SECTION 17. SOVEREIGN IMMUNITY.

17.1 The TOWN is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Town's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 18. ORDER OF PRECEDENCE.

18.1 IN THE EVENT THERE IS A CONFLICT BETWEEN THIS AGREEMENT, CONSULTANT'S RESPONSE, OR SCOPE OF WORK, THE ORDER OF PRECEDENCE SHALL BE THIS AGREEMENT, AND THE CONSULTANT'S RESPONSE. THE TOWN EXPRESSLY REJECTS ANY ADDITIONAL TERMS OR CONDITIONS NOT CONSISTENT

WITH THE TERMS HEREIN.

SECTION 19. WARRANTIES AND ATTORNEY'S FEES

19.1 CONSULTANT warrants that its services are to be performed within the limits prescribed by the TOWN with the usual thoroughness and competence of industry standards for engineers.

19.2 In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs and para legal fees at both the trial and appellate levels.

SECTION 20. GOVERNING LAW, VENUE, WAIVER OF JURY TRIAL

20.1 CONSULTANT agrees that the contracts shall be governed by the laws of the State of Florida. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Subject to provisions hereof relating to arbitration, any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. THE PARTIES KNOWINGLY, VOLUNTARILY AND UNEQUIVOCALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY FOR ANY CLAIMS WHETHER IN CONTRACT, TORT OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.

20.2 Any remedies provided in this Agreement or any PROJECT TASK shall be deemed cumulative and additional and are not in lieu of or exclusive of each other or of any other rights or remedies any party hereto otherwise has by law, equity or statute. In any action arising under this Agreement or any PROJECT TASK issued hereunder, the prevailing party is entitled to recover a reasonable fee for the services of the prevailing party's attorney through trial and appeal, in an amount to be determined by the court, together with the prevailing party's costs of the action. In the event each party shall partially prevail in such action, costs and reasonable attorneys' fees shall be equitably apportioned between the parties by the court.

SECTION 21. INSURANCE.

21.1 CONSULTANT shall provide and maintain in force at all times during the Agreement with the TOWN such insurance, including Workers' Compensation, Comprehensive General Liability Insurance, and Automobile Liability Insurance, as will assure to the TOWN the protection contained in the foregoing indemnification undertaken by the CONSULTANT, including the following:

21.1.1 Workers' Compensation Statutory limits With a limit of $100,000 each accident and disease. Coverage must be included for the U.S. Longshoremen & Harbor Worker Act and Jones Act.

21.1.2 Commercial General Liability Insurance with limits of no less than $1,000,000.00, and $2,000,000.00 excess umbrella liability, including

TOWN as an additional insured.

21.1.3 Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non- owned and hired automobiles and employee non-ownership with limits of not less than $500,000.00 per occurrence.

21.1.4 Professional Liability (Errors and Omissions) Insurance for engineering services and the services of any other professional used in the performance of the Work of this Agreement in the amount of $1,000,000.00 with a deductible (if applicable) not to exceed $25,000.00 per claim. The certificate of insurance for professional liability shall reference any applicable deductible and the Work of this Agreement.

21.1.5 TOWN shall be named as an additional insured on both of the General Liability Policies with a waiver of subrogation on the Workers' Compensation/Employee Liability Policy.

SECTION 22. NON-EXCLUSIVITY.

22.1 This Agreement is non-exclusive. The TOWN retains the right to engage the services of additional third-party CONSULTANTs or assign responsibilities to an employee of the TOWN to perform the same or similar services provided by CONSULTANT under this Agreement and to assign work to such parties in its sole discretion.

SECTION 23. ANTI-DISCRIMINATION.

23.1 CONSULTANT certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. CONSULTANT further agrees that neither CONSULTANT, nor any parent company, subsidiaries or affiliates of CONSULTANT are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

SECTION 24. NOTICE.

24.1 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, or by nationally recognized overnight delivery service, 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. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONSULTANT and the TOWN designate the following as the respective places for giving such notice:

To the Town:

Office of the Town Manager
3150 SW 52nd Ave
Pembroke Park, FL 33023
(954) 966-4600

and,

To the Town Attorney:

Office of the Town Attorney
Goren Cherof Doody Ezrol
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
(954) 771-4500 X 5055

With copy to the: **Project Manager**

3150 SW 52nd Ave
Pembroke Park, FL 33023

CONSULTANT:

Jorge A. Gutierrez Architect, LLC
4000 Hollywood Boulevard, Suite 455s
Hollywood, FL 33021

SECTION 25. MODIFICATION.

25.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. SCRUNTIZED COMPANIES.

26.1 CONSULTANT certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONSULTANT or its subconsultants are found to have submitted a false certification; or if the CONSULTANT, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

26.2 If this Agreement is for more than one million dollars, the CONSULTANT certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option 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 the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

26.3 The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated consulting prohibitions then they shall become inoperative.

SECTION 27. NO CONTINGENCY FEES.

27.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

SECTION 28. NONCOERCIVE CONDUCT AFFIDAVIT.

28.1 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.

SECTION 29. 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.

SECTION 30. ENTIRE AGREEMENT, VALIDITY, APPLICABLE LAW, ASSIGNMENTS

30.1 This Agreement, together with all PROJECT TASKS subsequently issued hereunder by TOWN, shall embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged into this Agreement and such project tasks.

30.2 The parties hereto and their respective legal counsel participated, or the parties hereto were given the opportunity to have their legal counsel participate in the preparation of this Agreement and each WORK ORDER hereunder; therefore, this Agreement and each WORK ORDER issued hereunder shall be construed neither against nor in favor of any party hereto, but rather in accordance with the fair meaning thereof.

30.3 Neither this Agreement nor any WORK ORDER issued hereunder may be amended, modified, changed, or supplemented in whole or in part except by an instrument in writing signed by the party or parties against whom enforcement of any such amendment, modification, change or supplement is sought.

30.4 The failure of any party at any time or times to require performance of any provision of this Agreement or any WORK ORDER hereunder shall in no manner affect such party's right to enforce the same. A party may waive a provision of this Agreement or any WORK ORDER hereunder only in a signed writing specifically stating what is waived. The waiver by any party of any breach of any provision of this Agreement or any WORK ORDER hereunder shall not be construed to be a waiver by any such party of any succeeding breach of that provision or any other provision.

30.5 The invalidity, illegality or unenforceability of any provision or provisions of this Agreement or any WORK ORDER hereunder will not affect any other provision of this Agreement or such WORK ORDER, which shall remain in full force and effect, nor will the invalidity, illegality or unenforceability of a portion of any provision of this Agreement or any related WORK ORDER affect the balance of such provision. In the event that any one or more of the provisions contained in this Agreement or any WORK ORDER hereunder or portion thereof shall for any reason be finally held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, this Agreement and any such WORK ORDER shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained therein.

30.6 The title of this Agreement and any WORK ORDER hereunder and the section and

paragraph headings contained in this Agreement and such WORK ORDER are not substantive parts of this Agreement or such WORK ORDER and shall not expand, limit or restrict this Agreement or such WORK ORDER in any way.

30.7 This Agreement and any WORK. ORDER hereunder may be executed on one or more counterparts, each of which shall bedeemed an original and all which together will constitute one and the same instrument.

30.8 CONSULTANT shall not assign or transfer the Agreement or any Task, or its rights, title or interests therein, without TOWN'S prior written approval. The obligations undertaken by CONSULTANT pursuant to the Agreement shall not be delegated or assigned to any other person or firm unless TOWN shall first consent in writing to the assignment.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SIGNATURE PAGE TO FOLLOW

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

ATTEST:

BY: _____

CYNTHIA GARCIA-LIMA,
TOWN CLERK

GEOFFREY JACOBS
MAYOR

APPROVED AS TO FORM.

_____
JACOB G. HOROWITZ
TOWN ATTORNEY

JORGE A. GUTIERREZ ARCHITECT, LLC:

Signed By: _____
Print Name: Jorge A Gutierrez
Title: Operating Manager

JG

CPZ Architects, Inc.
Fee Schedule by Hourly Rates
January 1, 2026

Project Team Personnel	Hourly Rates
CPZ Architects, Inc.	
Principal	$294 per hour
Architect	$273 per hour
Senior Project Manager	$227 per hour
Project Manager	$191 per hour
Construction Administrator	$225 per hour
Interior Designer	$175 per hour
Architectural Associate 3	$155 per hour
Architectural Associate 2	$134 per hour
Architectural Associate 1	$113 per hour
Administration	$103 per hour

CPZ ARCHITECTS, INC.
4316 WEST BROWARD BOULEVARD PLANTATION, FLORIDA 33317
200 N. EL MAR DRIVE, SUITE 201B, JENSEN BEACH, FLORIDA 34957
TEL (954) 792-8525
AA# 26000685 WWW.CPZARCHITECTS.COM

TRUTH-IN-NEGOTIATION CERTIFICATE

Solicitation # RFQ 25-02

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Town of Pembroke Park, Florida requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Town, whichever is later.

CPZ Architects, Inc
Name of Firm

Joseph J Barry, AIA
President or Designee (Printed)

President or Designee (Signed)

The foregoing instrument was acknowledged before me by Joseph J Barry, AIA who is personally known to me. WITNESS my hand and official seal in the Broward, (Name of County) FL (State) last aforesaid this 12 day of May, 2024.

(SEAL)

ALEXANDRIA SAUNDERS
Notary Public
State of Florida
Comm# HH608061
Expires 10/30/2028

Signature

Alexandria Saunders
Notary Name (typed or printed)

Notary Name (signed)

AGREEMENT No. RFQ 25-02
BETWEEN
TOWN OF PEMBROKE PARK
AND
CPZ ARCHITECTS, INC.

THIS AGREEMENT is made and entered into as of this __ day of _____, **2026,** by and between **CPZ Architects, Inc.** a corporation organized and existing under the laws of the **State of Florida,** having its principal office at **4316 W. Broward Boulevard, Plantation, FL 33317** (hereinafter referred to as the ("CONSULTANT"), and the Town of Pembroke Park, a political subdivision of the State of Florida, having its principal office at 3150 SW 52nd Avenue, Pembroke Park, FL 33023 (hereinafter referred to as the "TOWN").

RECITALS

WHEREAS, the CONSULTANT has offered to provide the services and to be bound by the terms and conditions of the **Request for Qualifications (RFQ) No. Number RFQ 25-02** which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as "Exhibit A", and the assertions included in the CONSULTANT's Proposal attached hereto and incorporated herein as "Exhibit B"; and

WHEREAS, the TOWN desires to retain a CONSULTANT to provide continuing architectural and engineering design services as more particularly specified in the Scope of Services in "Exhibit A"; and,

WHEREAS, the selection process followed the Florida Consultants Competitive Negotiations Act (CCNA) (§287.055, Florida Statutes); and

WHEREAS, CONSULTANT desires to render services described in the Scope of Services and has the qualifications, experience, staff and resources to perform those services; and,

WHEREAS, through a competitive selection process conducted in accordance with the requirements of Florida law and Town policy, the TOWN has determined that it to be in the best interest of the TOWN to award an Agreement to the CONSULTANT for the rendering of those

services described in the scope of services; and;

INCORPORATION BY REFERENCE AND ENTIRE AGREEMENT.

The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct. The Documents which comprise this Agreement between the TOWN and the CONSULTANT are attached hereto, made a part hereof and consist of the following:

A. This Agreement;
B. RFQ 25-02 hereto as "Exhibit A";
C. Proposal hereto as "Exhibit B";
D. Truth in Negotiations Form hereto as "Exhibit C"
E. Fee Schedule attached hereto as "Exhibit D".
F. Work Order hereto as "Exhibit E".

In the event of a conflict between any of the terms and conditions in the Exhibits and this Agreement, this Agreement shall prevail.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

ADDITIONAL TERMS AND CONDITIONS

SECTION 1. TERM.

1.1 This contract shall commence upon the effective date of the duly executed Agreement and shall remain in effect for a period of three (3) years, with two (2) one-year renewal options.

1.2 The TOWN has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon fifteen (15) days written notice to the CONSULTANT. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the TOWN within ten (10) days.

1.3 If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days,

the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non- defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

1.4 Loss of Funding: The Agreement shall remain in full force and effect only as long as provided for in the Agreement has been appropriated by The Town Commission in the annual budget for the fiscal year of this Agreement. The Agreement is subject to termination based on a lack of funding.

SECTION 2. PREAMBLE.

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Pursuant to Section 287.055, Florida Statutes, TOWN has formed a Committee to evaluate the CONSULTANT's statement of qualifications and performance data to ensure that the CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform services hereunder.

SECTION 3. GENERAL PROVISIONS.

3.1 Negotiations pertaining to the Consultant services to be performed by the CONSULTANT have been undertaken between CONSULTANT and TOWN representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.

SECTION 4. COMPENSATION

4.1 The TOWN agrees to pay CONSULTANT as compensation for the performance of the services as related to each Project Task / Work Order under the terms of this Agreement in a Not to Exceed Amount lump sum amount as agreed upon per Task, to be billed by work order and in accordance with "Exhibit D".

SECTION 5. TRUTH-IN-NEGOTIATION CERTIFICATION

5.1 In accordance with Florida Statutes Section 287.055(5)(a), for any lump-sum or cost-plus-a-fixed-fee CONSULTANT service issued pursuant to this Agreement in which the fee is over the threshold amount provided in Florida Statutes Section 287.017 for Category Four, as it may be amended, CONSULTANT hereby certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of submittal of proposal.

SECTION 6. INDEPENDENT CONSULTANT

6.1 The CONSULTANT is an Independent Consultant under this Agreement. Personnel provided by the CONSULTANT shall be employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONSULTANT. The CONSULTANT shall be solely responsible for any injuries suffered by the CONSULTANT's employees. It is clear that TOWN will not provide workers' compensation insurance for the CONSULTANT or its employees.

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither arty hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONSULTANT shall be deemed to be an employee or agent of the TOWN. The CONSULTANT shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the TOWN. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONSULTANT, the opinion of the TOWN shall establish, for all purposes, the nature of the work. The CONSULTANT shall have no power to obligate TOWN.

SECTION 7. INDEMNIFICATION.

7.1 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.

7.2.1 The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of the Agreement and continue in full force and effect as to the party's responsibility to indemnify.

7.3 Nothing herein shall be construed to extend the TOWNS's liability beyond that provided in Section 768.28, Florida Statutes.

7.4 **PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.**

SECTION 8. RECORDS.

8.1 Records for Personnel Expenses shall be kept on a generally recognized accounting basis and shall be available to the TOWN or its authorized representative at mutually convenient times.

8.2 With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within Broward County, Florida as often as the TOWN may reasonably require. CONSULTANT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The TOWN's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. CONSULTANT shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the date of submission of the annual performance report. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 The CONSULTANT shall comply with the applicable requirements of State laws and all Codes and Ordinances of The Town as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

A. If the PROJECT involves E.P.A. Grant eligible work, the TOWN and the CONSULTANT agree that the provisions of 40 CFR, Part 35, Appendix C-1, shall become a part of this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement for work performed under said Agreement.

B. If the PROJECT involves work under other Federal or State Grantors or Approving Agencies, the TOWN and the CONSULTANT shall review and approve the applicable required provisions or any other supplemental provisions as may be included in the Agreement.

C. Any documents provided by CONSULTANT to the TOWN are public records and the TOWN may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes.

SECTION 10. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

10.1 The Firm must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONSULTANT must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 11. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

11.1 During the performance of this Agreement or any related Task the CONSULTANT:

A. CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by TOWN, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

B. CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

C. CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment; and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

D. CONSULTANT shall take affirmative action to ensure that applicants are

employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

SECTION 12. ASSIGNMENT AND SUBCONSULTING

12.1 This Agreement and the rights of the CONSULTANT and obligations hereunder may not be assigned, delegated, or subconsulted by the CONSULTANT without the express prior written consent of the TOWN. Any assignment, delegation or subconsult without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the TOWN may immediately terminate the Agreement in accordance with the provisions of paragraph (Termination by Default). The TOWN may assign its rights, together with its obligations hereunder.

SECTION 13. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

13.1 Pursuant to Section 119.0701 of the Florida Statutes, CONSULTANT agrees to:

A. Keep and maintain public records in CONSULTANT's possession or control in connection with CONSULTANT's performance under this agreement. CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.

B. Upon request from the Town's custodian of public records, CONSULTANT shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN. Notwithstanding, it is understood that at all times CONSULTANT's workpapers shall remain the sole property of CONSULTANT and are not subject to the terms of this Agreement.

D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of CONSULTANT shall be delivered by CONSULTANT to the TOWN Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically

by CONSULTANT shall be delivered to the TOWN in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, CONSULTANT shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that CONSULTANT will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

E. Any compensation due to CONSULTANT shall be withheld until all records are received as provided herein.

F. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the TOWN.

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, CONSULTANT SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONSULTANT. 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

SECTION 14. OWNERSHIP AND REUSE OF DOCUMENTS

14.1 It is understood and agreed by the parties hereto that all documents and materials, including, but not limited to, reports, tracings, plans, specifications, field books, survey information, maps, contract documents, and any other data used, developed or produced by CONSULTANT or at CONSULTANT's direction for the purpose of this Agreement and any Project Task hereunder, shall become the property of TOWN and shall be made available by CONSUL TANT at any time upon request of TOWN's representatives. When all work contemplated under this Agreement or any Project Task is complete, all of such documents shall be delivered to TOWN's designated representative.

14.2 All documents, including, but not limited to, drawings and specifications, prepared or produced by CONSULTANT for a specific project pursuant to this Agreement and any

Project Task, are related exclusively to the services described in this Agreement and the task.

14.3 Town acknowledges the Consultant's documents are instruments of the Consultant's professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of Town upon completion of the work and payment in full of all monies due to the Consultant but shall not limit Consultant's overall operation as a business in any ways.

SECTION 15. PROMPT PAYMENT ACT.

15.1 The TOWN as a municipal corporation is subject to the *Local Government Prompt Payment Act,* Chapter 218, Part VII, Fla. Stat. (as amended).

SECTION 16. CONFLICT OF INTEREST/CODE OF ETHICS.

16.1 The CONSULTANT represents that it has provided a list of all current clients subject to the jurisdiction of the TOWN. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the TOWN. The CONSULTANT agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the TOWN. Upon request of the CONSULTANT, and full disclosure of the nature and extent of the proposed representation, the TOWN Manager or his designee shall have the authority to authorize such representation during the term of this Agreement

.

16.2 Standards and Proper Decorum: The TOWN promotes and expects a *high standard* of ethics and professional conduct in all TOWN employees. The CONSULTANT shall be held to the same standards and shall be *held* accountable to any conduct or demeanor contrary to the policy while representing the TOWN.

SECTION 17. SOVEREIGN IMMUNITY.

17.1 The TOWN is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Town's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 18. ORDER OF PRECEDENCE.

18.1 IN THE EVENT THERE IS A CONFLICT BETWEEN THIS AGREEMENT, CONSULTANT'S RESPONSE, OR SCOPE OF WORK, THE ORDER OF PRECEDENCE SHALL BE THIS AGREEMENT, AND THE CONSULTANT'S RESPONSE. THE TOWN EXPRESSLY REJECTS ANY ADDITIONAL TERMS OR CONDITIONS NOT CONSISTENT

WITH THE TERMS HEREIN.

SECTION 19. WARRANTIES AND ATTORNEY'S FEES

19.1 CONSULTANT warrants that its services are to be performed within the limits prescribed by the TOWN with the usual thoroughness and competence of industry standards for engineers.

19.2 In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs and para legal fees at both the trial and appellate levels.

SECTION 20. GOVERNING LAW, VENUE, WAIVER OF JURY TRIAL

20.1 CONSULTANT agrees that the contracts shall be governed by the laws of the State of Florida. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Subject to provisions hereof relating to arbitration, any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. THE PARTIES KNOWINGLY, VOLUNTARILY AND UNEQUIVOCALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY FOR ANY CLAIMS WHETHER IN CONTRACT, TORT OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.

20.2 Any remedies provided in this Agreement or any PROJECT TASK shall be deemed cumulative and additional and are not in lieu of or exclusive of each other or of any other rights or remedies any party hereto otherwise has by law, equity or statute. In any action arising under this Agreement or any PROJECT TASK issued hereunder, the prevailing party is entitled to recover a reasonable fee for the services of the prevailing party's attorney through trial and appeal, in an amount to be determined by the court, together with the prevailing party's costs of the action. In the event each party shall partially prevail in such action, costs and reasonable attorneys' fees shall be equitably apportioned between the parties by thecourt.

SECTION 21. INSURANCE.

21.1 CONSULTANT shall provide and maintain in force at all times during the Agreement with the TOWN such insurance, including Workers' Compensation, Comprehensive General Liability Insurance, and Automobile Liability Insurance, as will assure to the TOWN the protection contained in the foregoing indemnification undertaken by the CONSULTANT, including the following:

21.1.1 Workers' Compensation Statutory limits With a limit of$100,000 each accident and disease. Coverage must be included for the U.S. Longshoremen & Harbor Worker Act and Jones Act.

21.1.2 Commercial General Liability Insurance with limits of no less than $1,000,000.00, and $2,000,000.00 excess umbrella liability, including

TOWN as an additional insured.

21.1.3 Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non- owned and hired automobiles and employee non-ownership with limits of not less than $500,000.00 per occurrence.

21.1.4 Professional Liability (Errors and Omissions) Insurance for engineering services and the services of any other professional used in the performance of the Work of this Agreement in the amount of $1,000,000.00 with a deductible (if applicable) not to exceed $25,000.00 per claim. The certificate of insurance for professional liability shall reference any applicable deductible and the Work of this Agreement.

21.1.5 TOWN shall be named as an additional insured on both of the General Liability Policies with a waiver of subrogation on the Workers' Compensation/Employee Liability Policy.

SECTION 22. NON-EXCLUSIVITY.

22.1 This Agreement is non-exclusive. The TOWN retains the right to engage the services of additional third-party CONSULTANTs or assign responsibilities to an employee of the TOWN to perform the same or similar services provided by CONSULTANT under this Agreement and to assign work to such parties in its sole discretion.

SECTION 23. ANTI-DISCRIMINATION.

23.1 CONSULTANT certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. CONSULTANT further agrees that neither CONSULTANT, nor any parent company, subsidiaries or affiliates of CONSULTANT are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

SECTION 24. NOTICE.

24.1 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, or by nationally recognized overnight delivery service, 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. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONSULTANT and the TOWN designate the following as the respective places for giving such notice:

To the Town:

Office of the Town Manager
3150 SW 52nd Ave
Pembroke Park, FL 33023
(954) 966-4600

and,

To the Town Attorney:

Office of the Town Attorney
Goren Cherof Doody Ezrol
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
(954) 771-4500 X 5055

With copy to the: **Project Manager**

3150 SW 52nd Ave
Pembroke Park, FL 33023

CONSULTANT:

CPZ Architects, Inc.
4316 West Broward Boulevard
Plantation, FL 33317

SECTION 25. MODIFICATION.

25.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. SCRUNTIZED COMPANIES.

26.1 CONSULTANT certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONSULTANT or its subconsultants are found to have submitted a false certification; or if the CONSULTANT, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

26.2 If this Agreement is for more than one million dollars, the CONSULTANT certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option 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 the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

26.3 The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated consulting prohibitions then they shall become inoperative.

SECTION 27. NO CONTINGENCY FEES.

27.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

SECTION 28. NONCOERCIVE CONDUCT AFFIDAVIT.

28.1 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.

SECTION 29. 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.

SECTION 30. ENTIRE AGREEMENT, VALIDITY, APPLICABLE LAW, ASSIGNMENTS

30.1 This Agreement, together with all PROJECT TASKS subsequently issued hereunder by TOWN, shall embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged into this Agreement and such project tasks.

30.2 The parties hereto and their respective legal counsel participated, or the parties hereto were given the opportunity to have their legal counsel participate in the preparation of this Agreement and each WORK ORDER hereunder; therefore, this Agreement and each WORK ORDER issued hereunder shall be construed neither against nor in favor of any party hereto, but rather in accordance with the fair meaning thereof.

30.3 Neither this Agreement nor any WORK ORDER issued hereunder may be amended, modified, changed, or supplemented in whole or in part except by an instrument in writing signed by the party or parties against whom enforcement of any such amendment, modification, change or supplement is sought.

30.4 The failure of any party at any time or times to require performance of any provision of this Agreement or any WORK ORDER hereunder shall in no manner affect such party's right to enforce the same. A party may waive a provision of this Agreement or any WORK ORDER hereunder only in a signed writing specifically stating what is waived. The waiver by any party of any breach of any provision of this Agreement or any WORK ORDER hereunder shall not be construed to be a waiver by any such party of any succeeding breach of that provision or any other provision.

30.5 The invalidity, illegality or unenforceability of any provision or provisions of this Agreement or any WORK ORDER hereunder will not affect any other provision of this Agreement or such WORK ORDER, which shall remain in full force and effect, nor will the invalidity, illegality or unenforceability of a portion of any provision of this Agreement or any related WORK ORDER affect the balance of such provision. In the event that any one or more of the provisions contained in this Agreement or any WORK ORDER hereunder or portion thereof shall for any reason be finally held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, this Agreement and any such WORK ORDER shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained therein.

30.6 The title of this Agreement and any WORK ORDER hereunder and the section and

paragraph headings contained in this Agreement and such WORK ORDER are not substantive parts of this Agreement or such WORK ORDER and shall not expand, limit or restrict this Agreement or such WORK ORDER in any way.

30.7 This Agreement and any WORK. ORDER hereunder may be executed on one or more counterparts, each of which shall bedeemed an original and all which together will constitute one and the same instrument.

30.8 CONSULTANT shall not assign or transfer the Agreement or any Task, or its rights, title or interests therein, without TOWN'S prior written approval. The obligations undertaken by CONSULTANT pursuant to the Agreement shall not be delegated or assigned to any other person or firm unless TOWN shall first consent in writing to the assignment.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SIGNATURE PAGE TO FOLLOW

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

ATTEST:

_____
CYNTHIA GARCIA-LIMA,
TOWN CLERK

BY: _____
GEOFFREY JACOBS
MAYOR

APPROVED AS TO FORM.

_____
JACOB G. HOROWITZ
TOWN ATTORNEY

CPZ ARCHITECTS, INC:

Signed By: _____
Print Name: JOSEPH J. BARRY
Title: PRESIDENT

HOURLY BILLING RATES

Effective: November 17, 2025

Category	Rate
Project Manager I	$215
Project Manager II	$245
Project Manager III	$270
Project Manager IV	$295
Project Manager V	$310
Engineer I	$205
Engineer II	$230
Engineer III	$240
Engineer IV	$265
Engineer V	$285
Architect I	$185
Architect II	$210
Architect III	$235
Architect IV	$270
Architect V	$285
Landscape Architect I	$185
Landscape Architect II	$205
Landscape Architect III	$235
Designer I	$160
Designer II	$175
Designer III	$200
Designer IV	$215
Designer V	$235
Scientist I	$140
Scientist II	$170
Scientist III	$220
Coordinator I	$155
Coordinator II	$175
Coordinator III	$190
Planner I	$185
Planner II	$205
Planner III	$235

Category	Rate
GIS Analyst I	$130
GIS Analyst II	$145
GIS Analyst III	$160
CADD I	$120
CADD II	$135
Principal I	$360
Administrative I	$100
Administrative II	$110
Administrative III	$130
Administrative IV	$140
Administrative V	$175
Intern I	$80
Intern II	$95
Graphic Designer I	$160
Graphic Designer II	$170
Graphic Designer III	$185
Construction Manager I	$220
Construction Rep I	$155
Construction Rep II	$180
Construction Rep III	$195
Surveyor I	$185
Surveyor II	$205
Surveyor III	$235
Crew Chief	$135
Instrument Operator	$110
Survey Crew - 3 Man	$360
Survey Crew - 2 Man	$335
Survey Crew - 1 Man	$260
GPS Crew I	$185
GPS Crew II	$260

**Billing and Reimbursable Rates are Subject to Periodic Review and Adjustment.*
**Outside Reimbursable markup will be 10% over actual cost. Subconsultant markup will be a minimum of 10% of the total subconsultant costs.*

TRUTH-IN-NEGOTIATION CERTIFICATE

Solicitation # RFQ 25-02

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Town of Pembroke Park, Florida requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Town, whichever is later.

CPH Consulting, LLC
Name of Firm

Kyle Bechtelheimer, P.E.
President or Designee (Printed)

President or Designee (Signed)

The foregoing instrument was acknowledged before me by Kyle Bechtelheimer who is personally known to me. WITNESS my hand and official seal in the Miami-Dade (Name of County), (State) last aforesaid this 13th day of May, 2027.

(SEAL)

KATHERINE RIVERA
Notary Public - State of Florida
Commission # HH 357213
My Comm. Expires Feb 5, 2027
Bonded through National Notary Assn.

Signature

Katherine Rivera
Notary Name (typed or printed)

Notary Name (signed)

AGREEMENT No. RFQ 25-02
BETWEEN
TOWN OF PEMBROKE PARK
AND
CPH CONSULTING, LLC

THIS AGREEMENT is made and entered into as of this __ day of _____, **2026,** by and between **CPH Consulting, LLC** a corporation organized and existing under the laws of the **State of Florida,** having its principal office at **1992 S.W. 1st Street, Miami, FL 33135** (hereinafter referred to as the ("CONSULTANT"), and the Town of Pembroke Park, a political subdivision of the State of Florida, having its principal office at 3150 SW 52nd Avenue, Pembroke Park, FL 33023 (hereinafter referred to as the "TOWN").

RECITALS

WHEREAS, the CONSULTANT has offered to provide the services and to be bound by the terms and conditions of the **Request for Qualifications (RFQ) No. Number RFQ 25-02** which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as "Exhibit A", and the assertions included in the CONSULTANT's Proposal attached hereto and incorporated herein as "Exhibit B"; and

WHEREAS, the TOWN desires to retain a CONSULTANT to provide continuing architectural and engineering design services as more particularly specified in the Scope of Services in "Exhibit A"; and,

WHEREAS, the selection process followed the Florida Consultants Competitive Negotiations Act (CCNA) (§287.055, Florida Statutes); and

WHEREAS, CONSULTANT desires to render services described in the Scope of Services and has the qualifications, experience, staff and resources to perform those services; and,

WHEREAS, through a competitive selection process conducted in accordance with the requirements of Florida law and Town policy, the TOWN has determined that it to be in the best interest of the TOWN to award an Agreement to the CONSULTANT for the rendering of those

services described in the scope of services; and;

INCORPORATION BY REFERENCE AND ENTIRE AGREEMENT.

The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct. The Documents which comprise this Agreement between the TOWN and the CONSULTANT are attached hereto, made a part hereof and consist of the following:

A. This Agreement;
B. RFQ 25-02 hereto as "Exhibit A";
C. Proposal hereto as "Exhibit B";
D. Truth in Negotiations Form hereto as "Exhibit C"
E. Fee Schedule attached hereto as "Exhibit D".
F. Work Order hereto as "Exhibit E".

In the event of a conflict between any of the terms and conditions in the Exhibits and this Agreement, this Agreement shall prevail.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

ADDITIONAL TERMS AND CONDITIONS

SECTION 1. TERM.

1.1 This contract shall commence upon the effective date of the duly executed Agreement and shall remain in effect for a period of three (3) years, with two (2) one-year renewal options.

1.2 The TOWN has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon fifteen (15) days written notice to the CONSULTANT. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the TOWN within ten (10) days.

1.3 If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days,

the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non- defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

1.4 Loss of Funding: The Agreement shall remain in full force and effect only as long as provided for in the Agreement has been appropriated by The Town Commission in the annual budget for the fiscal year of this Agreement. The Agreement is subject to termination based on a lack of funding.

SECTION 2. PREAMBLE.

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Pursuant to Section 287.055, Florida Statutes, TOWN has formed a Committee to evaluate the CONSULTANT's statement of qualifications and performance data to ensure that the CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform services hereunder.

SECTION 3. GENERAL PROVISIONS.

3.1 Negotiations pertaining to the Consultant services to be performed by the CONSULTANT have been undertaken between CONSULTANT and TOWN representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.

SECTION 4. COMPENSATION

4.1 The TOWN agrees to pay CONSULTANT as compensation for the performance of the services as related to each Project Task / Work Order under the terms of this Agreement in a Not to Exceed Amount lump sum amount as agreed upon per Task, to be billed by work order and in accordance with "Exhibit D".

SECTION 5. TRUTH-IN-NEGOTIATION CERTIFICATION

5.1 In accordance with Florida Statutes Section 287.055(5)(a), for any lump-sum or cost-plus-a-fixed-fee CONSULTANT service issued pursuant to this Agreement in which the fee is over the threshold amount provided in Florida Statutes Section 287.017 for Category Four, as it may be amended, CONSULTANT hereby certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of submittal of proposal.

SECTION 6. INDEPENDENT CONSULTANT

6.1 The CONSULTANT is an Independent Consultant under this Agreement. Personnel provided by the CONSULTANT shall be employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONSULTANT. The CONSULTANT shall be solely responsible for any injuries suffered by the CONSULTANT's employees. It is clear that TOWN will not provide workers' compensation insurance for the CONSULTANT or its employees.

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither arty hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONSULTANT shall be deemed to be an employee or agent of the TOWN. The CONSULTANT shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the TOWN. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONSULTANT, the opinion of the TOWN shall establish, for all purposes, the nature of the work. The CONSULTANT shall have no power to obligate TOWN.

SECTION 7. INDEMNIFICATION.

7.1 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.

7.2.1 The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of the Agreement and continue in full force and effect as to the party's responsibility to indemnify.

7.3 Nothing herein shall be construed to extend the TOWNS's liability beyond that provided in Section 768.28, Florida Statutes.

7.4 **PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.**

SECTION 8. RECORDS.

8.1 Records for Personnel Expenses shall be kept on a generally recognized accounting basis and shall be available to the TOWN or its authorized representative at mutually convenient times.

8.2 With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within Broward County, Florida as often as the TOWN may reasonably require. CONSULTANT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The TOWN's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. CONSULTANT shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the date of submission of the annual performance report. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 The CONSULTANT shall comply with the applicable requirements of State laws and all Codes and Ordinances of The Town as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

A. If the PROJECT involves E.P.A. Grant eligible work, the TOWN and the CONSULTANT agree that the provisions of 40 CFR, Part 35, Appendix C-1, shall become a part of this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement for work performed under said Agreement.

B. If the PROJECT involves work under other Federal or State Grantors or Approving Agencies, the TOWN and the CONSULTANT shall review and approve the applicable required provisions or any other supplemental provisions as may be included in the Agreement.

C. Any documents provided by CONSULTANT to the TOWN are public records and the TOWN may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes.

SECTION 10. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

10.1 The Firm must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONSULTANT must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 11. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

11.1 During the performance of this Agreement or any related Task the CONSULTANT:

A. CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by TOWN, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

B. CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

C. CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment; and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

D. CONSULTANT shall take affirmative action to ensure that applicants are

employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

SECTION 12. ASSIGNMENT AND SUBCONSULTING

12.1 This Agreement and the rights of the CONSULTANT and obligations hereunder may not be assigned, delegated, or subconsulted by the CONSULTANT without the express prior written consent of the TOWN. Any assignment, delegation or subconsult without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the TOWN may immediately terminate the Agreement in accordance with the provisions of paragraph (Termination by Default). The TOWN may assign its rights, together with its obligations hereunder.

SECTION 13. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

13.1 Pursuant to Section 119.0701 of the Florida Statutes, CONSULTANT agrees to:

A. Keep and maintain public records in CONSULTANT's possession or control in connection with CONSULTANT's performance under this agreement. CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.

B. Upon request from the Town's custodian of public records, CONSULTANT shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN. Notwithstanding, it is understood that at all times CONSULTANT's workpapers shall remain the sole property of CONSULTANT and are not subject to the terms of this Agreement.

D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of CONSULTANT shall be delivered by CONSULTANT to the TOWN Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically

by CONSULTANT shall be delivered to the TOWN in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, CONSULTANT shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that CONSULTANT will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

E. Any compensation due to CONSULTANT shall be withheld until all records are received as provided herein.

F. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the TOWN.

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, CONSULTANT SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONSULTANT. 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

SECTION 14. OWNERSHIP AND REUSE OF DOCUMENTS

14.1 It is understood and agreed by the parties hereto that all documents and materials, including, but not limited to, reports, tracings, plans, specifications, field books, survey information, maps, contract documents, and any other data used, developed or produced by CONSULTANT or at CONSULTANT's direction for the purpose of this Agreement and any Project Task hereunder, shall become the property of TOWN and shall be made available by CONSUL TANT at any time upon request of TOWN's representatives. When all work contemplated under this Agreement or any Project Task is complete, all of such documents shall be delivered to TOWN's designated representative.

14.2 All documents, including, but not limited to, drawings and specifications, prepared or produced by CONSULTANT for a specific project pursuant to this Agreement and any

Project Task, are related exclusively to the services described in this Agreement and the task.

14.3 Town acknowledges the Consultant's documents are instruments of the Consultant's professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of Town upon completion of the work and payment in full of all monies due to the Consultant but shall not limit Consultant's overall operation as a business in any ways.

SECTION 15. PROMPT PAYMENT ACT.

15.1 The TOWN as a municipal corporation is subject to the *Local Government Prompt Payment Act,* Chapter 218, Part VII, Fla. Stat. (as amended).

SECTION 16. CONFLICT OF INTEREST/CODE OF ETHICS.

16.1 The CONSULTANT represents that it has provided a list of all current clients subject to the jurisdiction of the TOWN. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the TOWN. The CONSULTANT agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the TOWN. Upon request of the CONSULTANT, and full disclosure of the nature and extent of the proposed representation, the TOWN Manager or his designee shall have the authority to authorize such representation during the term of this Agreement

.

16.2 Standards and Proper Decorum: The TOWN promotes and expects a *high standard* of ethics and professional conduct in all TOWN employees. The CONSULTANT shall be held to the same standards and shall be *held* accountable to any conduct or demeanor contrary to the policy while representing the TOWN.

SECTION 17. SOVEREIGN IMMUNITY.

17.1 The TOWN is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Town's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 18. ORDER OF PRECEDENCE.

18.1 IN THE EVENT THERE IS A CONFLICT BETWEEN THIS AGREEMENT, CONSULTANT'S RESPONSE, OR SCOPE OF WORK, THE ORDER OF PRECEDENCE SHALL BE THIS AGREEMENT, AND THE CONSULTANT'S RESPONSE. THE TOWN EXPRESSLY REJECTS ANY ADDITIONAL TERMS OR CONDITIONS NOT CONSISTENT

WITH THE TERMS HEREIN.

SECTION 19. WARRANTIES AND ATTORNEY'S FEES

19.1 CONSULTANT warrants that its services are to be performed within the limits prescribed by the TOWN with the usual thoroughness and competence of industry standards for engineers.

19.2 In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs and para legal fees at both the trial and appellate levels.

SECTION 20. GOVERNING LAW, VENUE, WAIVER OF JURY TRIAL

20.1 CONSULTANT agrees that the contracts shall be governed by the laws of the State of Florida. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Subject to provisions hereof relating to arbitration, any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. THE PARTIES KNOWINGLY, VOLUNTARILY AND UNEQUIVOCALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY FOR ANY CLAIMS WHETHER IN CONTRACT, TORT OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.

20.2 Any remedies provided in this Agreement or any PROJECT TASK shall be deemed cumulative and additional and are not in lieu of or exclusive of each other or of any other rights or remedies any party hereto otherwise has by law, equity or statute. In any action arising under this Agreement or any PROJECT TASK issued hereunder, the prevailing party is entitled to recover a reasonable fee for the services of the prevailing party's attorney through trial and appeal, in an amount to be determined by the court, together with the prevailing party's costs of the action. In the event each party shall partially prevail in such action, costs and reasonable attorneys' fees shall be equitably apportioned between the parties by the court.

SECTION 21. INSURANCE.

21.1 CONSULTANT shall provide and maintain in force at all times during the Agreement with the TOWN such insurance, including Workers' Compensation, Comprehensive General Liability Insurance, and Automobile Liability Insurance, as will assure to the TOWN the protection contained in the foregoing indemnification undertaken by the CONSULTANT, including the following:

21.1.1 Workers' Compensation Statutory limits With a limit of $100,000 each accident and disease. Coverage must be included for the U.S. Longshoremen & Harbor Worker Act and Jones Act.

21.1.2 Commercial General Liability Insurance with limits of no less than $1,000,000.00, and $2,000,000.00 excess umbrella liability, including

TOWN as an additional insured.

21.1.3 Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non- owned and hired automobiles and employee non-ownership with limits of not less than $500,000.00 per occurrence.

21.1.4 Professional Liability (Errors and Omissions) Insurance for engineering services and the services of any other professional used in the performance of the Work of this Agreement in the amount of $1,000,000.00 with a deductible (if applicable) not to exceed $25,000.00 per claim. The certificate of insurance for professional liability shall reference any applicable deductible and the Work of this Agreement.

21.1.5 TOWN shall be named as an additional insured on both of the General Liability Policies with a waiver of subrogation on the Workers' Compensation/Employee Liability Policy.

SECTION 22. NON-EXCLUSIVITY.

22.1 This Agreement is non-exclusive. The TOWN retains the right to engage the services of additional third-party CONSULTANTs or assign responsibilities to an employee of the TOWN to perform the same or similar services provided by CONSULTANT under this Agreement and to assign work to such parties in its sole discretion.

SECTION 23. ANTI-DISCRIMINATION.

23.1 CONSULTANT certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. CONSULTANT further agrees that neither CONSULTANT, nor any parent company, subsidiaries or affiliates of CONSULTANT are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

SECTION 24. NOTICE.

24.1 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, or by nationally recognized overnight delivery service, 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. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONSULTANT and the TOWN designate the following as the respective places for giving such notice:

To the Town:

Office of the Town Manager
3150 SW 52nd Ave
Pembroke Park, FL 33023
(954) 966-4600

and,

To the Town Attorney:

Office of the Town Attorney
Goren Cherof Doody Ezrol
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
(954) 771-4500 X 5055

With copy to the: **Project Manager**

3150 SW 52nd Ave
Pembroke Park, FL 33023

CONSULTANT:

CPH Consulting, LLC
1992 S.W. 1st Street
Miami, FL 33135

SECTION 25. MODIFICATION.

25.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. SCRUNTIZED COMPANIES.

26.1 CONSULTANT certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONSULTANT or its subconsultants are found to have submitted a false certification; or if the CONSULTANT, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

26.2 If this Agreement is for more than one million dollars, the CONSULTANT certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option 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 the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

26.3 The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated consulting prohibitions then they shall become inoperative.

SECTION 27. NO CONTINGENCY FEES.

27.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

SECTION 28. NONCOERCIVE CONDUCT AFFIDAVIT.

28.1 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.

SECTION 29. 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.

SECTION 30. ENTIRE AGREEMENT, VALIDITY, APPLICABLE LAW, ASSIGNMENTS

30.1 This Agreement, together with all PROJECT TASKS subsequently issued hereunder by TOWN, shall embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged into this Agreement and such project tasks.

30.2 The parties hereto and their respective legal counsel participated, or the parties hereto were given the opportunity to have their legal counsel participate in the preparation of this Agreement and each WORK ORDER hereunder; therefore, this Agreement and each WORK ORDER issued hereunder shall be construed neither against nor in favor of any party hereto, but rather in accordance with the fair meaning thereof.

30.3 Neither this Agreement nor any WORK ORDER issued hereunder may be amended, modified, changed, or supplemented in whole or in part except by an instrument in writing signed by the party or parties against whom enforcement of any such amendment, modification, change or supplement is sought.

30.4 The failure of any party at any time or times to require performance of any provision of this Agreement or any WORK ORDER hereunder shall in no manner affect such party's right to enforce the same. A party may waive a provision of this Agreement or any WORK ORDER hereunder only in a signed writing specifically stating what is waived. The waiver by any party of any breach of any provision of this Agreement or any WORK ORDER hereunder shall not be construed to be a waiver by any such party of any succeeding breach of that provision or any other provision.

30.5 The invalidity, illegality or unenforceability of any provision or provisions of this Agreement or any WORK ORDER hereunder will not affect any other provision of this Agreement or such WORK ORDER, which shall remain in full force and effect, nor will the invalidity, illegality or unenforceability of a portion of any provision of this Agreement or any related WORK ORDER affect the balance of such provision. In the event that any one or more of the provisions contained in this Agreement or any WORK ORDER hereunder or portion thereof shall for any reason be finally held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, this Agreement and any such WORK ORDER shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained therein.

30.6 The title of this Agreement and any WORK ORDER hereunder and the section and

paragraph headings contained in this Agreement and such WORK ORDER are not substantive parts of this Agreement or such WORK ORDER and shall not expand, limit or restrict this Agreement or such WORK ORDER in any way.

30.7 This Agreement and any WORK. ORDER hereunder may be executed on one or more counterparts, each of which shall bedeemed an original and all which together will constitute one and the same instrument.

30.8 CONSULTANT shall not assign or transfer the Agreement or any Task, or its rights, title or interests therein, without TOWN'S prior written approval. The obligations undertaken by CONSULTANT pursuant to the Agreement shall not be delegated or assigned to any other person or firm unless TOWN shall first consent in writing to the assignment.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SIGNATURE PAGE TO FOLLOW

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

ATTEST:

_____
CYNTHIA GARCIA-LIMA,
TOWN CLERK

BY:_____
GEOFFREY JACOBS
MAYOR

APPROVED AS TO FORM.

_____
JACOB G. HOROWITZ
TOWN ATTORNEY

CPH CONSULTING, LLC:

Signed By: _____
Print Name: Kyle Bechtelheimer, P.E.
Title: Market Director

RESOLUTION NO._____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING CONTINUING SERVICES CONTRACTS WITH CPH CONSULTING, CPZ ARCHITECTS, JORGE GUTIERREZ ARCHITECTS, AND WEST CONSTRUCTION AND DESIGN PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 25-02, ATTACHED HERETO AS EXHIBITS A-D; AUTHORIZING THE EXECUTION OF THE AGREEMENTS AND DIRECTING THE APPROPRIATE TOWN OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in October 2025, the Town of Pembroke Park, in accordance with Sec. 287.055, F.S., advertised RFQ 25-02 for Architectural and Engineering Services through Continuing Contracts; and

WHEREAS, on November 13, 2025, thirty (30) consulting firms submitted proposals, including eleven (l l) for architectural services; and

WHEREAS, the Evaluation Committee reviewed and scored the proposals in accordance with the Town's procurement policies and recommended the following ranking: l. CPH Consulting, 2. CPZ Architects, 3. M.C. Harry & Associates, 4. Jorge Gutierrez Architects, and 5. West Construction + Design; and

WHEREAS, on March 20, 2026, the Town Commission adopted Resolution No. 2026-022, thereby approving the ranking of the Evaluation Committee and authorizing the Town's professional staff to negotiate with the top-ranked firm; and

WHEREAS, following negotiations, the Town's professional staff was not able to reach an agreement with M.C. Harry & Associates, and staff has recommended entering into continuing contracts architectural services pursuant to the CCNA with four (4) firms; and

WHEREAS, continuing services contracts with the four (4) recommended firms are attached to this resolution as Exhibits A-D; and

WHEREAS, the Town Commission finds that approving the attached agreements and entering into continuing services contracts with the four (4) recommended architectural firms 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 AS FOLLOWS:

Section l: 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 continuing services contracts with: l. CPH Consulting, 2. CPZ Architects, 4. Jorge Gutierrez Architects, and 5. West Construction + Design, attached hereto as Exhibits A-D, and authorizes the execution thereof. The Town's professional staff is hereby authorized and directed to take any and all action necessary to effectuate the intent of this resolution.

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 ____ day of _____, 2026.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CLERK-COMMISSIONER HODGKINS

Approved as to form and legal sufficiency

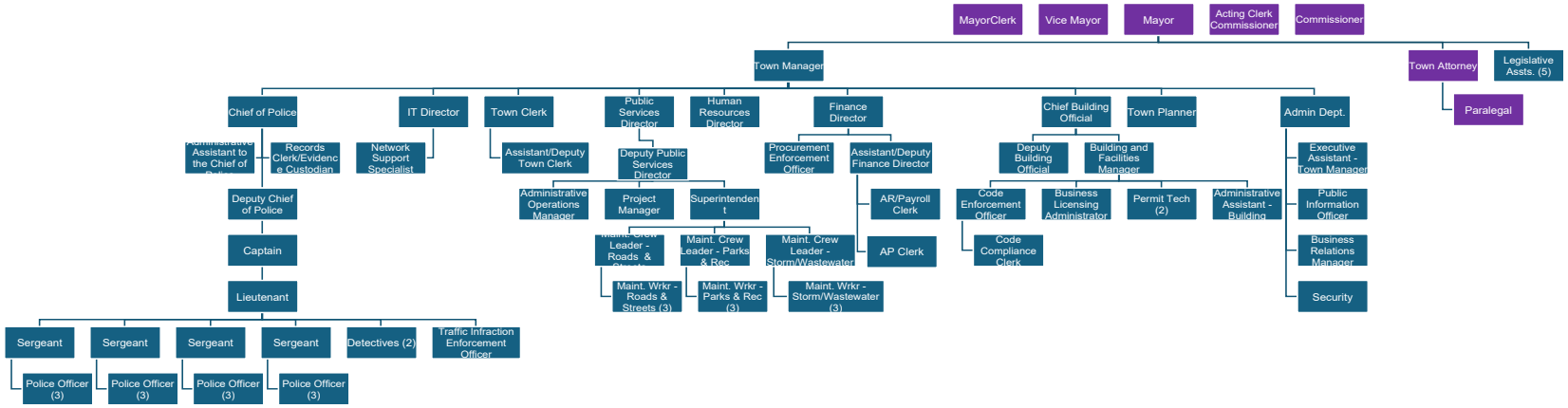
_____
JACOB G. HOROWITZ
Town Attorney

Agenda Item Report

Subject:	Consideration and approval of the updated Organizational Charts for all Town Hall Departments — Sponsored by Interim Town Manager Sigerson
Meeting Date:	Workshop Commission Meeting - May 27, 2026
Prepared For:	Workshop Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. UPDATED (2) Organizational Chart - Pembroke Park


MayorClerk
Vice Mayor
Mayor
Acting Clerk Commissioner
Commissioner
Town Manager
Town Attorney
Legislative Assts. (5)
Paralegal
Chief of Police
IT Director
Town Clerk
Public Services Director
Human Resources Director
Finance Director
Chief Building Official
Town Planner
Admin Dept.
Records Clerk/Evidence Custodian
Network Support Specialist
Assistant/Deputy Town Clerk
Deputy Public Services Director
Procurement Enforcement Officer
Assistant/Deputy Finance Director
Deputy Building Official
Building and Facilities Manager
Executive Assistant - Town Manager
Deputy Chief of Police
Administrative Operations Manager
Project Manager
Superintendent
AR/Payroll Clerk
Code Enforcement Officer
Business Licensing Administrator
Permit Tech (2)
Administrative Assistant - Building
Public Information Officer
Captain
Maint. Crew Leader - Parks & Rec
Maint. Crew Leader - Storm/Wastewater
AP Clerk
Code Compliance Clerk
Business Relations Manager
Lieutenant
Maint. Wrkr - Roads & Streets (3)
Maint. Wrkr - Parks & Rec (3)
Maint. Wrkr - Storm/Wastewater (3)
Security
Sergeant
Sergeant
Sergeant
Sergeant
Detectives (2)
Traffic Infraction Enforcement Officer
Police Officer (3)
Police Officer (3)
Police Officer (3)
Police Officer (3)

Agenda Item Report

Subject:	Consideration and approval of Ford Vehicle Maintenance Plan Quote - Sponsored by Chief DeCoursey
Meeting Date:	Workshop Commission Meeting - May 27, 2026
Prepared For:	Workshop Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Vehicle Maintenance Coverage
2. 2026 PB- SERVICE PLAN QUOTE 5 UNITS UPDATED QUOTE

Drive On for Miles.

$0 Deductible per Covered Repair Visit	✓
Scheduled Maintenance Coverage	✓
Limited Wear Item Coverage	✓
First-Day Rental Option	✓
Transferable to Subsequent Owner (transfer fee applies)	✓
Full Synthetic Oil Option (available on most vehicles)	✓
Multiple Service Intervals Available (5,000, 7,500 and 10,000 miles)	✓
Severe Duty Maintenance Coverage (5,000-mile intervals)	✓

The Ford Protect extended service plan is 100% backed by Ford Motor Company.

$0 deductible.

Coverage is 100% transferable.

- If you ever sell your vehicle, the new owner can take advantage of remaining coverage. This could help attract buyers, plus it may bring an INCREASED RESALE VALUE for your vehicle (transfer fee applies).

First-Day Rental Option.

- Provides coverage of $60 a day for up to 2 days for covered repairs

0% APR interest-free Installment Payment Plan: Flexible payment options are available when the extended service plan is not included in the vehicle financing; everyone qualifies, making it the smart choice.

Installment Payment Plan
ADMINISTERED BY BUDCO FINANCIAL

FORD PROTECT®

Premium Maintenance Plan

EXTENDED SERVICE PLAN



This brochure is intended to provide general information about a Premium Maintenance extended service plan offered by Ford Protect. Prices and plan details may have changed after the brochure was printed. Plan availability, benefits, coverage and provider may vary by state. Please refer to your plan's service contract for the actual terms and conditions.

https://redirect.ford.com/fppmp

24FLP-PMPBRCH-F
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Printed in the U.S.A.

October 2023

Drive On with Confidence.

It's more than just a routine oil change. Keep your vehicle running at its optimum performance with a Ford Protect Premium Maintenance extended service plan.

This comprehensive plan provides premium protection for your vehicle with routine inspections, preventive care and replacement of select wear items that require periodic attention to ensure it's running at top performance.

Premium Maintenance covers these important maintenance items:

- Engine oil and filter changes
- Multi-point inspections
- Tire rotations
- Brake pads and linings
- Shock absorbers/struts
- Spark plugs
- Clutch discs
- Engine belts, coolant hoses and clamps
- Wiper blades

Drive On with Peace of Mind.

Comprehensive maintenance coverage for Ford and competitive-make vehicles.

Keep your car or truck running great for years to come with a Ford Protect Premium Maintenance Plan. Covering scheduled maintenance required by the manufacturer, including select wear items, these prepaid plans help protect you against rising labor and parts costs.

Enjoy premium protection for miles and miles.

With this plan, you'll be able to protect your vehicle and budget with timely care and inspections that may:

- Prevent serious and expensive repairs
- Help you maintain optimal performance
- Possibly increase your vehicle's resale value



- All service intervals purchased must be completed before the coverage ends
- Coverage begins at the New Vehicle Limited Warranty start date and zero miles
- Coverage ends at the earlier of the number of years purchased or number of miles purchased

You can add to your plan and drive on with even greater peace of mind.

Ford Protect Pickup and Delivery Option.

This option provides convenient personalized service, which allows you more free time rather than spending your valuable time in a dealership. Service includes:

- Pickup & delivery
- For loaner benefits, First-Day Rental Option must be included
- Mobile service option

Coverage for scheduled maintenance.

The following services are representative of the required maintenance for your vehicle. Your specific plan will be based on requirements indicated in your Owner's Scheduled Maintenance Guide.

- Change engine oil and replace oil filter
- Inspect and rotate tires
- Inspect brake pads/shoes/rotors/drums, brake lines and parking brake system
- Inspect wheel ends for end play and noise
- Inspect and lubricate steering linkage, ball joints, suspension and, if equipped, halfshafts, driveshafts and u-joints
- Change transmission fluid
- Replace fuel filter
- Replace engine air filter
- Change engine coolant
- Replace PCV valve
- Change transfer case fluid*
- Inspect and lubricate 4x4 front axle shaft u-joints*
- Lubricate 4x4 front hub needle bearings*
- Lubricate 4x2 front wheel bearings, replace grease seals and adjust bearings*
- Fill diesel exhaust fluid*

Multi-point inspection.

At each scheduled service appointment, your vehicle will also undergo a comprehensive multi-point inspection as indicated in your Owner's Scheduled Maintenance Guide.

- Check fluid levels and fill:
  - Transmission (if equipped with a dipstick)
  - Brake reservoir
  - Power steering
  - Coolant recovery reservoir
  - Window washer
  - Diesel exhaust fluid (if necessary)*
- Check systems and components:
  - Horn, interior lights, exterior lamps, turn signals, and hazard and brake lights
  - Windshield washer spray, wiper operation and wiper blades
  - Windshield for cracks, chips and pitting
  - Radiator, heater and air conditioning lines (leaks and damage)
  - Engine air filter
  - Oil and fluid leaks
  - Exhaust system (leaks, damage, loose parts)
  - Steering and steering linkages
  - Shocks/struts and other suspension components (leaks and damage)
  - Accessory drive belt(s)
  - Clutch operation*
  - Tires for wear and proper air pressure

** If equipped.*

PREMIUM MAINTENANCE PLAN TIME AND MILEAGE OPTIONS

(All Makes and Models – Gas/Hybrid/Diesel)

Plan Length or Miles Covered (Coverage ends at the earlier of years or mileage)	Available Coverage		
	Severe	Normal (Recommended based on AVG IOLM)	Extended Normal
	Estimated Maintenance Frequency		
	5,000◊ Miles	7,500 Miles	10,000 Miles
	Total Number of Service Visits		
2 Years			
25,000 Miles	5	3	2
30,000 Miles	6	4	3
27 Months			
25,000 Miles	5	3	2
30,000 Miles	6	4	3
39,000 Miles	8	5	4
45,000 Miles	9	6	4
3 Years			
22,500 Miles	4	3	2
31,500 Miles	6	4	3
36,000 Miles	7	5	4
37,500 Miles	8	5	4
45,000 Miles	9	6	4
60,000 Miles	12	8	6
75,000 Miles	15	10	8
85,000 Miles	17	11	9
100,000 Miles	20	13	10
125,000 Miles	25	17	13
150,000 Miles	30	20	15
175,000 Miles	35	24	18
39 Months			
25,000 Miles	5	3	2
30,000 Miles	6	4	3
39,000 Miles	8	5	4
45,000 Miles	9	6	4
60,000 Miles	12	8	6
4 Years			
36,000 Miles	7	5	4
48,000 Miles	10	7	5
60,000 Miles	12	8	6
75,000 Miles	15	10	8
85,000 Miles	17	11	9
100,000 Miles	20	13	10
125,000 Miles	25	17	13
150,000 Miles	30	20	15
175,000 Miles	35	24	18
5 Years			
36,000 Miles	7	5	5
48,000 Miles	10	7	5
60,000 Miles	12	8	6
75,000 Miles	15	10	8
85,000 Miles	17	11	9
100,000 Miles	20	13	10
125,000 Miles	25	17	13
150,000 Miles	30	20	15
175,000 Miles	35	24	18
6 Years			
36,000 Miles	7	6	6
48,000 Miles	10	7	6
60,000 Miles	12	8	6
75,000 Miles	15	10	8
85,000 Miles	17	11	9
100,000 Miles	20	13	10
125,000 Miles	25	17	13
150,000 Miles	30	20	15
175,000 Miles	35	24	18
7, 8, 9 and 10 Years			
36,000 Miles	7	7	7
48,000 Miles	10	7	7
60,000 Miles	12	8	7
75,000 Miles	15	10	8
85,000 Miles	17	11	9
100,000 Miles	20	13	10
125,000 Miles	25	17	13
150,000 Miles	30	20	15
175,000 Miles	35	24	18

◊Coverage includes "severe duty" maintenance items (if required).
Visits may vary for Ford Blue Advantage and Lincoln CPO plans.

COCOA FORD INC.
1360 KING ST
COCOA FLORIDA 32922

QUOTE

Friday, May 15, 2026
DATE

PURCHASER'S NAME

Pembroke Park Police Department

STREET ADDRESS

3150 SW 52 Avenue

CITY	STATE	ZIP	BUS PHONE
Pembroke Park	FL	33023	9542184792

PLEASE ENTER MY ORDER FOR THE FOLLOWING NEW ☑ USED ☐ SUV ☐ TRUCK ☑ CAR ☐

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM	STOCK NO.
2026	FORD	EXPLORER	PIU			
VIN NO.	TBD	**MILES**		**SALES REP**	KANE ROBBINS	

$3110.00 PER UNIT	5 UNITS	$15,550.00	*TRADE-IN INFORMATION*	
(5 Year - 100k mile - 7,500 mile service interval)			MAKE OF USED VEHICLE	
			YEAR	
			MODEL	
			VEHICLE IDENT. NO.	
			MILEAGE	
			TRADE VALUE	
SUBTOTAL		$15,550.00	*FLEET SALES INFORMATION*	
ELECTRONIC FILING FEE		$0.00	ORDERING FIN	
DOCUMENTATION FEE		$0.00	END USER FIN	
FLORDIA SALES TAX	6% + 50	$0.00	SALES TYPE	
		$0.00	GPC DISCOUNT	
		$0.00	GPC REF #	
		$0.00	56A/CPA DISCOUNT	
LICENSE, TRANSFER, TITLE HARD PLATE			56M DISCOUNT	
EXTENDED SERVICE CONTRACT		$0.00	RETAIL REBATE #	
TOTAL PRICE		$15,550.00	**TAX EXEMPT #**	
CASH DOWN PAYMENT		$0.00		
REBATE		$0.00	**REGISTER TO :**	
TOTAL DOWN PAYMENT		$0.00		
UNPAID CASH BALANCE DUE ON DELIVERY		**$15,550.00**		

Purchaser agrees that this Order includes all of terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any price agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby ***THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALERS;*** *AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED." TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE. THERE WILL BE ADDED THE SUM OF $303.60 FOR DEALER COSTS AND OVERHEAD FOR ITEM RELATING TO PREPARING, HANDLING AND PROCESSING DOCUMENTS FOR THE MOTOR VEHICLE AND THE CLOSING OF THE TRANSACTION. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS. WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.*

ACCEPTED BY:

PURCHASER'S SIGNATURE

DATE 5/15/2026

ACCEPTED BY:

DEALER OR HIS AUTHORIZED REPRESENTATIVE

DATE 5/15/2026

Agenda Item Report

Subject:	Approval of Minutes — Sponsored by Town Clerk Garcia-Lima April 01, 2026- Special Commission Meeting April 8, 2026 - Regular Commission Meeting April 20, 2026 - Roundtable Commission Meeting
Meeting Date:	Workshop Commission Meeting - May 27, 2026
Prepared For:	Workshop Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 04.01.2026- Special Commission Meeting
2. 04.08.2026 - Regular Commission Meeting - draft
3. 04.20.2026 - Roundtable Commission Meeting - draft

MINUTES SPECIAL COMMISSION MEETING

1:00 PM - Wednesday, April 01, 2026
Commission Chambers

The SPECIAL COMMISSION MEETING of the Town of Pembroke Park was called to order on Wednesday, April 01, 2026, at 1:00 PM, in the Commission Chambers, with the following members present:

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

1 CALL TO ORDER

The Special Commission Meeting of the Town of Pembroke Park was called to order by Vice Mayor Kashem.

2 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3 ROLL CALL

The meeting was called to order at 1:00 pm by Vice Mayor Kashem. Present at the meeting were Erik Morrissette, Acting Clerk Commissioner, Bill Hodgkins, Clerk Commissioner, and Musfika Kashem, Vice Mayor.

Additional staff were Jacobs Horowitz, Town Attorney; Cynthia Garcia-Lima, Town Clerk.

DRAFT

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

No deletions or withdrawals were made to the agenda. The Commission noted that items 6.4, 7.1, 7.2, 8.1, 8.2, 8.3, and 8.4 had been previously removed from the revised agenda.

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

No public comments were offered.

6 DISCUSSION

6.1 Announcement to the public and advice to the Commission that the Town Attorney and the Town's Special Counsel desires advice concerning the matter below, and accordingly, a closed Shade Session is scheduled for Wednesday, April 1, 2026, at 1:00 p.m. for the purpose of discussing pending litigation in the following case:

Case of: Geoffrey R. Jacobs vs. The Town of Pembroke Park Commission Case No.: CACE26002284

The Town Attorney addressed the Commission, noting that pursuant to Section 286.011 of the Florida Statutes, a public announcement of the requested shade session had been made at a prior special meeting approximately two weeks earlier. The purpose of the closed-door session was to allow the Town Attorney, Special Counsel Mr. Garcia, and law partner Mr. Cirullo to receive privileged advice and consultation from the Commission regarding the pending litigation styled *Geoffrey R. Jacobs vs. The Town of Pembroke Park*, Case No. CACE26002284.

The Town Attorney requested that the meeting be recessed to a closed-door session, with attendance limited to Commission members, legal counsel, and court reporter Ms. Tessa Kamenada. The recording was suspended and the public session was cancelled accordingly.

The public session reconvened at 2:08 PM. Roll call was repeated to confirm the quorum upon reconvening. The Town Attorney confirmed the shade session had concluded and that legal counsel would consider the direction and advice provided by the Commission in that session.

DRAFT

6.2 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

The Town Attorney advised the Commission that no separate action was required on this item. He explained that when Special Counsel Mr. Garcia was originally engaged several weeks prior to respond to the petition filed by the mayor, the scope of that engagement already included authorization to file a declaratory action. Accordingly, Mr. Garcia would proceed consistently with the directions received during the shade session.

No vote was taken on this item.

6.3 Discussion on renovations for the second and third floors of Town Hall — Sponsored by IT Director Pakula

IT Director Mark Pakula presented a proposal to renovate the second floor of Town Hall, specifically to install an upgraded kitchen with greater capacity and storage, and to convert the adjacent meeting room into a multipurpose training room suitable for various departmental uses and events. He noted that the agenda item's reference to "second and third floors" was a typographical error, and that the scope of this discussion pertained only to the second floor. IT Director Pakula sought Commission authorization to proceed with the procurement process in accordance with the Town's procurement procedures.

IT Director Pakula also reported that a proposal to construct a gym on the third floor had been set aside. Instead, staff recommended purchasing gym memberships for interested town employees, including police personnel, at an estimated cost of $20–$30 per month per person, as a more cost-effective alternative that would also preserve third-floor space for potential future use.

Finance Director James Davermann confirmed that $258,401 in American Rescue Plan Act (ARPA) funds had been officially allocated for the second-floor project, EOC, and related improvements. He noted that a budget amendment was being prepared for the April 8th regular meeting to formally draw those funds from fund balance into the budget. Of the total allocation, approximately $110,000 remained available for the second-floor renovation after accounting for the EOC project, which had already been bid out and awarded with construction expected to begin within approximately two weeks.

Acting Clerk Commissioner Morrissette noted the importance of ensuring the

renovated space could serve as an emergency shelter for staff or residents in the event of a disaster, a consideration that IT Director Pakula confirmed had been incorporated into the design.

Vice Mayor Kashem raised the parallel need to pursue park improvements and stressed the importance of Commission-wide agreement on design and expenditure decisions. Public Services Director Jeff Odums clarified the distinction between the two projects: the Town Hall renovation was fully funded through ARPA, while the park project—encompassing an amphitheater, splash pad, and playground—was separately budgeted with approximately $500,000 in seed capital from the Town's operating budget to initiate that effort. Public Services Director Odums indicated that a formal update on the park project should be presented at the next regular meeting.

Finance Director Davermann further confirmed that the Town's strong credit rating and financial standing would support financing options should the park project ultimately require funding beyond initial appropriation. He reiterated that the ARPA funds and the park funds were entirely separate.

The Commission authorized IT Director Pakula to proceed with the second-floor renovation project and initiate the bid process, subject to a not-to-exceed limit based on the available budgeted ARPA allocation.

ACTION: Acting Clerk Commissioner Morrissette made a motion to approve 6.3 on third floor renovations not to exceed limit based on the available budgeted ARPA allocation. Commissioner Hodgkins seconded the motion, and it passed on unanimous vote.

6.4 ~~**Feasibility Study – Bringing Grant Writing In-House - Sponsored by Acting Clerk Commissioner Morrissette**~~ **(REMOVED)**

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**~~ **(REMOVED)**

~~**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 PROCEDURES RELATED TO THE PREPARATION OF THE COMMISSION AGENDA;**~~

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

7.2 ~~Consideration of Alcohol License Ordinance Amendment — Sponsored by Town Planner Von der Meulen~~ (REMOVED)
~~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.~~

8 RESOLUTION

8.1 ~~Consideration and Approval to Award RFQ 25-02 for Drainage and Stormwater — Sponsored by Procurement Administrator Woodbury~~ (REMOVED)
~~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.~~

8.2 ~~Consideration and Approval to Award RFQ 25-02 for Environmental Engineering Services — Sponsored by Procurement Administrator Woodbury~~ (REMOVED)
~~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.~~

8.3 ~~Consideration and Approval to Award RFQ 25-02 for Surveying and Mapping — Sponsored by Procurement Administrator Woodbury~~

(REMOVED)
~~**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.**~~

8.4 ~~**Consideration and Approval to Award RFQ 25-02 for Transportation, Traffic and Roadway Engineering — Sponsored by Procurement Administrator Woodbury**~~ **(REMOVED)**
~~**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.**~~

9 NEW BUSINESS

9.1 Renewal of Baracuda Software — Sponsored by IT Director Pakula (UPDATED ATTACHMENTS)

IT Director Pakula presented the one-year renewal of Barracuda software utilized by the Police Department. Because the cost exceeded the Town's procurement threshold, Commission approval was required. There was no substantive discussion.

ACTION: Acting Clerk Commissioner Morrissette made a motion to approve Renewal of Baracuda Software not to exceed $11,000. Clerk Commissioner Hodgkins seconded the motion, and it passed on unanimous vote.

9.2 Security Software for Town with Lumu - Sponsored by IT Director Pakula (UPDATED ATTACHMENTS)

IT Director Pakula reported that the Town had been awarded the Florida Digital Services Cybersecurity Grant, which he had not anticipated receiving given initial indications from the state. The grant, totaling approximately $100,000, was expected to cover the cost of the Lumu security software. However, IT Director Pakula requested Commission approval of the budgeted expenditure of up to $25,000 regardless, to avoid returning to the Commission in the event

the grant did not fully cover the software cost.

ACTION: Acting Clerk Commissioner Morrissette made a motion to approve security software for the town with Lumu, not to exceed $25,000. Clerk Commissioner Hodgkins seconded the motion, and it passed on unanimous vote.

10 TOWN MANAGER COMMENTS

Interim Town Manager David Sigerson expressed gratitude to the Commission for their confidence in selecting him to serve during the transition period. He acknowledged that challenges lay ahead but committed to working diligently alongside senior staff, legal counsel, and the Commission's lobbying team to navigate them.

11 TOWN ATTORNEY COMMENTS

The Town Attorney commended the Commission's selection of Mr. Sigerson as interim Town Manager, describing him as a consummate professional. He advised that the Town Attorney's office was working on an independent contractor agreement with Mr. Sigerson, with the objective of placing it on the April 8th agenda. Additionally, the Town Attorney noted that the office was coordinating with the HR Director to provide the contractually required notice to the outgoing Town Manager, Mr. Lynch, with an objective of completing that process by the end of the week.

12 COMMISSIONER COMMENTS

Commissioner Mohammed was not present.

Acting Clerk Commissioner Morrissette welcomed Mr. Segerson and expressed appreciation for his willingness to step into the interim role.

Vice Mayor Kashem welcomed Mr. Sigerson and expressed appreciation for his willingness to step into the interim role.

Clerk Commissioner Hodgkins had no comments.

Mayor Jacobs was not present.

DRAFT

13 ANNOUNCEMENTS

13.1 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

SPECIAL EVENTS

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

14 ADJOURNMENT

With no further business to be conducted, Vice Mayor Kashem adjourned the meeting at 1:30 PM.

ATTEST:

_____

Cynthia Garcia-Lima, Town Clerk

Commission approved on: June 10, 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.

DRAFT

MINUTES REGULAR COMMISSION MEETING

7:00 PM - Wednesday, April 08, 2026
Commission Chambers

The REGULAR COMMISSION MEETING of the Town of Pembroke Park was called to order on Wednesday, April 08, 2026, at 7:00 PM, in the Commission Chambers, with the following members present:

PRESENT: Mayor Geoffrey Jacobs (participating remotely); Acting Clerk Commissioner Erik Morrissette; Clerk Commissioner Bill Hodgkins, Commissioner Ashira Mohammed and Vice Mayor Musfika Kashem

EXCUSED:

Mayor Jacobs presided remotely, attending from Alaska due to an urgent matter. Mayor Jacobs noted his remote attendance and passed the gavel to Commissioner Mohammed to preside over the meeting in the interest of conducting a timely session.

1 CALL TO ORDER

Mayor Jacobs 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 Mayor Jaocbs. Present at the meeting were Geoffrey Jacobs, Mayor (remotely), William Hodgkins, Clerk Commissioner and Erik Morrissette, Acting Clerk Commissioner, Musfika Kashem, Vice Mayor and Ashira Mohammed, Commissioner.

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

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

Two items were withdrawn from the agenda prior to adoption of the modified agenda.

Item 9.1 — Revised Town Personnel Handbook: Interim Town Manager Sigerson requested that Item 9.1 be pulled, stating that he had only recently arrived and had not yet had sufficient opportunity to review the personnel handbook with the HR Director. He indicated the item would be ready for reconsideration at the next regular meeting on May 13, 2026. The Town Attorney confirmed the second reading ordinance would be re-advertised as directed by the manager.

Item 12.6 — Repayment Plan from Clerk Commissioner Hodgkins: Mayor Jacobs requested that Item 12.6 be pulled, stating that the matter is under active investigation by the Florida Department of Law Enforcement (FDLE) and the Broward Office of the Inspector General with possible criminal implications. Mayor Jacobs directed the Town Manager and Town Attorney to handle the matter appropriately outside of the Commission setting. Acting Clerk Commissioner Morrissette concurred that neither this item nor related matters under active investigation should be addressed by the Commission at this time.

5. PRESENTATIONS/PROCLAMATIONS

5.1 Police Department Reports — Sponsored by Chief Daniel Decoursey

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

No public comments were recorded under this item.

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 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 BOULEVARD AND JOHN P LYONS/SOUTHWEST 31 AVENUE, PEMBROKE PARK, FL/ HOME DEPOT RETAIL DEVELOPMENT SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Town Planner Consultant Michael Von Der Meulen presented all four Home Depot applications in a consolidated presentation. The 9.3-acre site is located at the northwest corner of Hallandale Beach Boulevard and John P. Lyons/SW 31st Avenue, encompassing parcels zoned B-1 and M-1. The proposed development consists of a 107,874-square-foot Home Depot store with a 28,167-square-foot garden center, with a maximum building height of 37 feet. The special permit request authorizes outdoor display, sale, and storage of goods consistent with typical Home Depot operations, including a garden center, propane exchange, and equipment rental.

The applicant's legal counsel, Tracy Lautenschleger of Greenber and Taurig, and the civil and traffic engineers also addressed the Commission. The applicant confirmed they would be granting easements to the Town on the east (John P. Lyons) and west (Bryan Road) sides to widen the rights-of-way and would pay all lawfully enacted impact fees at the time of building permit. An economic impact study by EY projected approximately $2 million in new property tax over the first ten years, $180,000 in annual taxes to the Town, 115 one-year construction jobs, and 184 permanent jobs averaging mid-$40,000 in annual salary.

A public hearing was opened. One member of the public, David Roach of Dale Village, asked why another Home Depot was being built given the existing West Park location. The applicant's counsel noted both stores would remain operational. Mr. Roach also inquired about a potential Hallandale Beach Boulevard widening, which was addressed by the traffic engineer. The public hearing was closed.

ACTION: Clerk Commissioner Hodgkins made a motion to approve Resolution No. 2026-016 (Special Permit Application 25-P-01). Acting Clerk Commissioner Morrissette seconded the motion, and it passed on by unanimous vote.

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 BOULEVARD AND JOHN P LYONS/SOUTHWEST 31 AVENUE, PEMBROKE PARK, FL/ HOME DEPOT RETAIL DEVELOPMENT SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Town Planner Von Der Meulen stated the parking reduction from the code-required 399 spaces to 283 spaces was supported by a parking study conducted by the applicant's traffic engineer. The study projected peak parking demand at 254 spaces; the applicant voluntarily retained an additional 29-space buffer. Town Planner Von Der Meulen noted that the current code does not differentiate between general retail and big-box retail, and that operational efficiencies inherent to big-box formats justify the reduction.

ACTION: Clerk Commissioner Hodgkins made a motion to approve Resolution No. 2026-017 (Parking Reduction Application 25-PR-01). Acting Clerk Commissioner Morrissette seconded the motion, and it passed on by unanimous vote.

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 BOULEVARD AND JOHN P LYONS/SOUTHWEST 31 AVENUE, PEMBROKE PARK, FL/ HOME DEPOT RETAIL DEVELOPMENT SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

The Town Attorney noted that the site plan resolution (7.3) would be amended to include the allocation of commercial flexibility units from the M-1 (industrial) portion of the site to commercial use, as required under the Broward County Comprehensive Plan, and to reflect the applicant's commitment to coordinate with the Town's Public Works Department. The Commission also discussed the commercial flexibility provision, noting it had never previously been used and that this allocation would not approach the citywide 10% cap.

The site plan was approved as amended to include the commercial flexibility allocation for the M-1 portion of the site and a condition requiring coordination with the Town's Public Works Department.

ACTION: Clerk Commissioner Hodgkins made a motion to approve Resolution No. 2026-018 (Site Development Plan Application 25-SP-02) and work with Public Works department. Vice Mayor Kashem seconded the motion, and it passed on by unanimous vote.

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 BOULEVARD AND JOHN P LYONS/SOUTHWEST 31 AVENUE, PEMBROKE PARK, FL/ HOME

DEPOT RETAIL DEVELOPMENT SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

The Town Planner Von der Meulen mentioned five sign variances were requested from the Town's sign code. The variances address the maximum number of wall signs (from 1 to 4), letter height, and sign length. Von Der Meulen noted that given the building's significant setback from Hallandale Beach Boulevard, the increased letter sizes and sign lengths are warranted for visibility and that, as a single-tenant big-box facility, the total signage is still less than what a multi-tenant strip center would generate.

ACTION: Clerk Commissioner Hodgkins made a motion to approve Resolution No. 2026-019 (Sign Variance Application 25-SV-04). Acting Clerk Commissioner Morrissette seconded the motion, and it passed on by unanimous vote.

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.

ACTION: Clerk Commissioner Hodgkins made a motion to approve Resolution No. 2026-024, authorizing the Town's participation as a premier sponsor for the Broward League of Cities Annual Gala in the amount of $5,000. Vice Mayor Kashem seconded the motion, and it passed on by unanimous vote.

DRAFT

8.2 Consideration and Approval of Resolution for Employee Cooperation in Official Reviews Policy - Sponsored by Commissioner Mohammed

RESOLUTION NO: 2026-035

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING A POLICY REQUIRING EMPLOYEE COOPERATION IN OFFICIAL REVIEWS, PROHIBITING RETALIATION, PREVENTING INTERFERENCE AND MISUSE OF SUCH PROCESSES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Clerk Commissioner Hodgkins made a motion to approve Resolution No. 2026-035, establishing a policy requiring employee cooperation in official reviews, prohibiting retaliation, and preventing interference. Acting Clerk Commissioner Morrissette seconded the motion, and it passed by a unanimous vote.

8.3 Consideration and approval of Budget Amendment for Fiscal Year 2025-2026 — Sponsored by Financial Director Davermann

RESOLUTION NO: 2026-036

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING THE FISCAL YEAR 2025-2026 TOWN BUDGET ADOPTED ON DECEMBER 1, 2025 PURSUANT TO RESOLUTION NO. 2025-078; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2025-2026 FOR THE TOWN, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Finance Director Davermann presented two budget amendments under Resolution No. 2026-036. The first amendment addressed a longstanding accounting deficiency relating to American Rescue Plan Act (ARPA) funds. He explained that when the Town received ARPA funds in fiscal year 2021, the entire amount was recognized as revenue in that year under the standard allowance method. However, the required annual reappropriation of unspent funds back into the budget—along with the necessary interfund transfers to sewer and stormwater enterprise funds—was not performed over the subsequent five years. The amendment corrects this accounting treatment by drawing the remaining ARPA balance from fund balance, establishing dedicated ARPA expenditure line items in the general fund, sewer, and stormwater funds, and executing the required interfund transfers.

The second amendment addressed the generator project approved by the Commission in November 2025. The original capital improvement estimate was $1,800,000; Public Works was able to secure a vendor at $1,200,000, representing significant savings. The budget amendment formally appropriates those funds.

Acting Clerk Commissioner Morrissette raised substantive concerns about the accounting irregularities, questioning how purchase orders could have been created and projects initiated without the corresponding funding source properly in place, and why auditors had not flagged the issue previously.

Finance Director Davermann clarified that the ARPA funds were in fact drawn from a dedicated ARPA bank account to pay for projects; the deficiency was in the accounting treatment and budget documentation rather than in the actual disbursement of imaginary funds. The current year audit is ongoing and is expected to capture the fiscal year 2025 period during which the alleged financial irregularities occurred.

The Town Attorney noted that pursuant to Chapter 166, the amended budget must be posted on the Town's website within five days of adoption.

ACTION: Acting Clerk Commissioner Morrissette made a motion to approve Resolution No. 2026-036. Vice Mayor Kashem seconded the motion, and it passed by a unanimous vote.

8.4 Consideration and approval of Authorization for Non-Profit Use of Town Facilities - Sponsored by Commissioner Mohammed

RESOLUTION NO: 2026-037

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN ADMINISTRATION TO REVIEW AND APPROVE REQUESTS FROM QUALIFYING NON-PROFIT ORGANIZATIONS FOR THE USE OF TOWN FACILITIES WITHOUT REQUIRING TOWN COMMISSION ACTION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Mayor Jacob made a motion to approve Resolution No. 2026-037, authorizing the Town administration to review and approve qualifying non-profit organization requests for use of Town facilities without requiring Commission action. Vice Mayor Kashem seconded the motion, and it passed by a unanimous vote.

8.5 Consideration and Approval of Agreement with David Sigerson for Interim Town Manager — Sponsored by Town Attorney Horowitz **(UPDATED DOCUMENTS)**

RESOLUTION NO: 2026-038

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 2-92 OF THE TOWN'S CODE OF ORDINANCES, APPOINTING DAVID SIGERSON AS THE INTERIM TOWN MANAGER, IN ACCORDANCE WITH THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

The Town Attorney presented Resolution No. 2026-038, engaging David Sigerson as Interim Town Manager as an independent contractor pursuant to Section 2-92 of the Town's Code. Key terms include compensation at the same rate as the prior Town Manager; a $500 per month automobile allowance consistent with prior practice; no health or retirement benefits; and a 30-day termination clause exercising by either party without cause or severance. Mr. Sigerson will receive 1099 compensation. The agreement provides that Mr. Sigerson's existing consulting contract with Capital Hill Consultants will be abated for the duration of his tenure, reverting upon its conclusion.

Mr. Sigerson confirmed he would also be suspending all other client activities while serving as Interim Town Manager.

Vice Mayor Kashem raised a concern, recalling that the prior manager had initially declined benefits and later requested them, resulting in additional cost.

The Town Attorney confirmed that no such provision exists in this agreement—it is strictly a compensation-for-services contract with no benefits whatsoever.

ACTION: Vice Mayor Kashem made a motion to approve Resolution No. 2026-038, appointing David Sigerson as Interim Town Manager. Acting Clerk Commissioner Morrissette seconded the motion, and it passed by a unanimous vote.

DRAFT

9 ORDINANCES – SECOND READING

9.1 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.

This item was withdrawn from the agenda. See Item 4 — Deletions or Withdrawals

9.2 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.

The Town Attorney read Ordinance No. 2026-005 into the record, amending the Town's Comprehensive Plan to provide for the 2026 annual update to the Capital Improvements Element, and authorizing transmittal to the Department of Commerce.

A public hearing was opened; no members of the public wished to speak.

The public hearing was closed.

ACTION: Vice Mayor Kashem made a motion to approve Ordinance No. 2026-005. Acting Clerk Commissioner Morrissette seconded the motion, and it passed by a unanimous vote.

9.3 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.

The Town Attorney presented Ordinance No. 2026-006 on second reading. The original draft proposed to repeal Ordinance No. 18-06-01, which created the Administrative Services Director position. Following discussion, the Commission reached consensus that the position—while currently unfunded and vacant—should remain codified as a placeholder available for future use if needed, and that any revision to the job description could be addressed later.

The Commission clarified that the primary intent of the ordinance, as sponsored by Commissioner Mohammed, was to ensure that specific department heads (including IT and HR Directors) report directly to the Commission. The ordinance was approved as amended to remove the repeal of Ordinance No. 18-06-01, thereby retaining the Administrative Services Director position in the code.

A public hearing was opened; no members of the public wished to speak.

The public hearing was closed.

ACTION: Mayor Jacobs made a motion to approve as amended Ordinance No. 2026-006. Clerk Commissioner Hodgkins seconded the motion, and it passed by a unanimous vote.

9.4 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.

The Town Attorney read Ordinance No. 2026-008 into the record on second reading.

Chief of Police Daniel Decoursey addressed the Commission and recommended the item be postponed, citing several concerns: inadequate definitions affecting law enforcement, the risk that restaurants using an SRX license (requiring 51% food revenue) could effectively operate as nightclubs after reducing food service, the lack of enforceable noise standards, the absence of required security measures, and the potential for extended hours to attract late-night patrons displaced from surrounding cities. The Chief requested that the Police Department be included in the drafting process from the outset going forward.

Clerk Commissioner Hodgkins expressed strong personal opposition to expanding alcohol licensing in the community, noting existing noise issues from current establishments.

Town Planner Von Der Meulen acknowledged that the ordinance originated as a necessary update to bring the Town into compliance with changes in state statutes but had expanded in scope beyond that original purpose.

The Commission directed the Town Attorney to work with staff and the Police Department to bring back a revised ordinance limited to the required state statutory updates, to be re-advertised and heard at second reading at a future meeting.

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

The Town Attorney presented Ordinance No. 2026-009 on second reading. The original draft proposed to repeal Ordinance No. 18-06-01, which created the Administrative Services Director position. Following discussion, the Commission reached consensus that the position—while currently unfunded and vacant—should remain codified as a placeholder available for future use if needed, and that any revision to the job description could be addressed later.

The Commission clarified that the primary intent of the ordinance, as sponsored by Commissioner Mohammed, was to ensure that specific department heads (including IT and HR Directors) report directly to the Commission. The ordinance was approved as amended to remove the repeal of Ordinance No. 18-06-01, thereby retaining the Administrative Services Director position in the code. A public hearing was opened; no members of the public wished to speak. The public hearing was closed.

ACTION: Vice Mayor Kashem made a motion to approve Ordinance NO. 2026-009, as amended. Clerk Commissioner Hodgkins seconded the motion, and it passed on a unanimous vote.

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

ACTION: Vice Mayor Kashem made a motion to approve Meeting Minutes. Acting Clerk Commissioner Morrissette seconded the motion, and it passed on a unanimous vote.

10.2 Consideration and Approval of Payment for CAS Outstanding Invoices - Sponsored by Building Department Manager Louis

Interim Town Manager Sigerson (via Building Department Manager) presented nine outstanding invoices from Craig A. Smith and Associates totaling $52,680.00. It was noted that the invoices relating to work performed in January of the prior year were received by the Town significantly later than expected.

Acting Clerk Commissioner Morrissette expressed concern about the lack of timely invoicing and directed that future contracts include a standard 30-day invoicing provision.

The Town Attorney confirmed that such a provision is standard in the Town's agreements and would be confirmed for this contract.

ACTION: Vice Mayor Kashem made a motion to approve payment of outstanding Craig A. Smith and Associates invoices totaling $52,680.00. Acting Clerk Commissioner Morrissette seconded the motion, and it passed on a unanimous vote.

10.3 Consideration and Ratification of Expenditure for Electrical Drawing Development – Town Hall Emergency Generator Project- P.O Change Order - Sponsored by Public Services Director Odoms

Public Services Director Odoms explained that during the generator project design phase, a subcontractor was engaged by the former deputy town manager to develop as-built electrical drawings for the Town Hall electrical system. That work was paid for by the design engineer, Craven and Thompson, out of their existing purchase order. The change order of $3,200 restores those funds to the purchase order.

ACTION: Vice Mayor Kashem made a motion to approve the purchase order change order in the amount of $3,200. Acting Clerk Commissioner Morrissette seconded the motion, and it passed on a unanimous vote.

11 OLD BUSINESS

No items were presented under Old Business.

12 DISCUSSION

12.1 Discussion and possible action for direction of park renovations—Sponsored by Public Services Director Odoms

Public Services Director Odoms presented preliminary cost estimates for proposed park amenities, including a splash pad, playground, and amphitheater. He requested that the Commission provide a budget figure to work within so that staff could return with two to three options per amenity for Commission selection.

Vice Mayor Kashem emphasized the urgency of moving forward given the ARPA expenditure deadline at the end of the calendar year and suggested a budget of $5,500,000 with approximate allocations of $1,000,000 for the splash pad, $1,000,000 for the playground, and the remainder for the amphitheater.

The Commission ultimately agreed on a not-to-exceed budget of $7,000,000 and directed staff to return with options. It was agreed that a roundtable or workshop session would be held to review proposals in detail before a final decision.

ACTION: Vice Mayor Kashem made a motion to authorize park renovation planning with a not-to-exceed budget of $7,000,000. Acting Clerk Commissioner Morrissette seconded the motion, and it passed on a unanimous vote.

12.2 Discussion on Emergency Repair and Redirection of Exposed Sewer Force Main – Holiday Park - Sponsored by Public Services Director Odoms

Public Services Director Odoms reported that a sewer force main at Holiday Park, previously buried alongside the lake, has become exposed due to bank erosion and is no longer adequately supported. The main remains in active use. The recommended repair involves rerouting the pipe around the affected section, removing the compromised segment, and reconnecting with new pipe. The estimated cost is $302,281.62. Acting Clerk Commissioner Morrissette noted the environmental urgency of the repair, observing that a pipe failure would create a sewage spill and potential EPA fine exposure.

DRAFT

ACTION: Acting Clerk Commissioner Morrissette made a motion to approve emergency repair of the Holiday Park sewer force main, not to exceed $315,000. Clerk Commissioner Hodgkins seconded the motion, and it passed on a unanimous vote.

12.3 Discussion and possible action to join the ICLEI USA - Local Governments for Sustainability - Sponsored by Commissioner Mohammed

Commissioner Mohammed introduced this item in memory of Nancy Bowens, who served as regional director for ICLEI and was a strong advocate for municipal membership. The Commission approved joining ICLEI, the international climate action organization, at an annual membership cost of under $2,500.

ACTION: Clerk Commissioner Hodgkins made a motion to approve joining ICLEI USA. Vice Mayor Kashem seconded the motion, and it passed on a unanimous vote.

12.4 Discussion and approval to provide funding for a Lightning Lounge for Lake Forest Elementary - Sponsored by Commissioner Mohammed

ACTION: Clerk Commissioner Hodgkins made a motion to approve funding for the Lightning Lounge STEM program at Lake Forest Elementary. Vice Mayor Kashem Mayor seconded the motion, and it passed by unanimous vote.

12.5 Discussion and possible action on Approval to Waive Competitive Procurement and Approve Agreement with Forvis Mazars for Financial Audit Services — Sponsored by Town Attorney Horowitz

Mayor Jacobs advocated strongly for engaging Forvis Mazars without delay, noting that he had been requesting a forensic audit for four years and that the Town is currently in a critical financial position with active investigations by FDLE and the Broward Office of the Inspector General. He argued that going through a full competitive bid process would take six to nine months, time the Town does not have given the severity of the financial irregularities identified.

Clerk Commissioner Hodgkins raised a procedural concern about one commissioner having invited the firm to attend a prior meeting and then requesting the Commission ratify the selection, noting the importance of commission-wide decision-making on professional service agreements.

Vice Mayor Kashem and Commissioner Mohammed supported proceeding, with Mohammed noting unreconciled reserves and the need to understand where funds had been allocated.

Finance Director Davermann addressed the Commission, clarifying that the Town's financial statements are in good condition, reserves are strong, there is no extreme debt, and operations are fully funded. He explained that the existing annual audit covered fiscal year 2024 and that the issues of concern arose in fiscal year 2025, which is currently being audited. He acknowledged there would be some overlap between the two audits but expressed no objection to an independent review.

Forvis Mazars representatives Christie Clements (Managing Director and National Public Sector Leader) and Jamie Amos (Senior Manager, Certified Fraud Examiner) presented to the Commission. Ms. Clements noted Forvis Mazars is a top-10 public sector firm with a national internal audit practice of over 80 professionals, a consulting practice of 1,900 people across 28 states, and serves as the Commissioner Auditor for Pembroke Pines, among other South Florida municipalities. She described a phased approach: Phase 1 would be an enterprise risk assessment and discovery audit lasting approximately three weeks, resulting in a report identifying the highest-risk areas and recommended scope for Phase 2 targeted audits. The contract is capped of $36,000 for Phase 1. The Town Attorney confirmed that auditing services of this nature qualify as professional services under the Town's procurement code and that the Commission has the authority to waive competitive bidding upon a finding that engagement is in the Town's best interests.

ACTION: Vice Mayor Kashem made a motion to approve the agreement with Forvis Mazara for financial audit services, including a finding that engagement is in the Town’s best interests. Acting Clerk Commissioner Morrissette seconded the motion, and it passed by unanimous vote.

12.6 Discussion and possible action regarding a repayment plan from Clerk Commissioner Hodgkins - Sponsored by Mayor Jacobs

This item was withdrawn from the agenda. See Item 4 — Deletions or Withdrawals.

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

The Commission appointed delegates to represent the Town at the Broward League of Cities.

Acting Clerk Commissioner Morrissette was appointed as primary voting delegate; Clerk Commissioner Hodgkins as alternate; and Commissioner Mohammed as second alternate.

ACTION: Acting Clerk Commissioner Morrissette made a motion to appoint Commissioner Mohammed as third alternate, Clerk Commissioner Hodgkins as second alternate, and Acting Clerk Commissioner Morrissette as primary. Commissioner Mohammed seconded the motion, and it passed 3-1 with Acting Clerk Commissioner Morrissette voting against.

13 ATTORNEY COMMENTS

The Town Attorney had no comments.

14 TOWN MANAGER COMMENTS

Interim Town Manager Sigerson advised the Commission that the collective bargaining agreement with the Police Officers' union is set to expire on October 1, 2026. He stated that he, the HR Director, Finance Director, and Town Attorney would begin preparing for negotiations and would keep the Commission informed.

15 COMMISSIONER COMMENTS

Commissioner Mohammed had no comments.

Acting Clerk Commissioner Morrissette noted that the Solid Waste Authority is approaching its final vote on the solid waste agreement, which had been delayed. He indicated that once the vote occurs, a presentation on the master plan would be brought before the Town Commission for approval, and invited commissioners to review the Solid Waste Authority's website in the meantime.

Vice Mayor Kashem inquired about the status of the search for an in-house Town Planner and Assistant Town Manager. HR Director Bradley Price reported that the positions were advertised beginning March 17, 2026, and that approximately 77 applications had been received for both positions. The Commission directed staff to begin screening candidates and to notify commissioners when interviews are ready to be scheduled, emphasizing the importance of filling the Town Planner position.

Clerk Commissioner Hodgkins had no additional comments.

Mayor Jacobs had to leave the meeting early.

16 ANNOUNCEMENTS

16.1 Special Magistrate Hearing, Wednesday, April 15, 2026, at 9:00 am
Workshop Commission meeting, Wednesday, April 29, 2026, at 6:00 p.m.
Regular Commission meeting, Wednesday, May 13, 2026, at 7:00 p.m.
SPECIAL EVENTS

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

17 ADJOURNMENT

With no further business meeting was adjourned at 9:40 PM.

ATTEST:

_____
Cynthia Garcia-Lima, Town Clerk

Commission approved on: June 10, 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.

DRAFT

MINUTES ROUNDTABLE COMMISSION MEETING

9:30 AM - Monday, April 20, 2026
Commission Chambers

The ROUNDTABLE COMMISSION MEETING of the Town of Pembroke Park was called to order on Monday, April 20, 2026, at 9:30 AM, in the Commission Chambers, with the following members present:

PRESENT: Mayor Geoffrey Jacobs; Acting Clerk Commissioner Erik Morrissette; Clerk Commissioner Bill Hodgkins, Commissioner Ashira Mohammed and Vice Mayor Musfika Kashem

EXCUSED:

1 CALL TO ORDER

Mayor Jacobs called the meeting to order at 9:30a.m.

2 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3 ROLL CALL

The meeting was called to order at 9:30 am by Mayor Jaocbs. Present at the meeting were Geoffrey Jacobs, Mayor, William Hodgkins, Clerk Commissioner; Erik Morrissette, Acting Clerk Commissioner; Musfika Kashem, Vice Mayor and Ashira Mohammed, Commissioner.

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

4 STATE & REGULATORY REQUIREMENTS

4.1 ADA/Americans with Disabilities Act Compliance Requirements

Public Services Director Odoms opened the regulatory discussion by emphasizing that all actions and activities related to the park project would be compliant with federal regulations. He explained this was crucial for both funding eligibility and public safety, ensuring residents could utilize the park without risk issues.

The Town Attorney added that specific contract language would need to be included in federal contracts, referencing 200 CFR provisions regarding Davis Bacon Act and anti-Kickback Act requirements to ensure proper reimbursement and acceptance of federal funds.

4.2 Florida Department of Environmental Protection (FDEP) Requirements

Acting Clerk Commissioner Morrissette clarified an important compliance issue, explaining that the town was not just pursuing community desires but was required to complete two specific elements from a 1995 grant that were never constructed. To maintain compliance and eligibility for future park grants, the Department of Environmental Protection had approved two replacement elements: a stage-type structure and a splash pad. He noted that any deviation from these approved elements would require returning to DEP for new approvals.

The Mayor expressed concern about returning to DEP after sitting on the project for three and a half years, recalling that four years ago the state was willing to work with them to swap outdated requirements, but worried they might be less accommodating now.

4.3 Florida Building Code & Local Zoning Considerations

The Interim Town Manager confirmed that permits would be required for all aspects of the project due to its public location nature, and all necessary zoning permits would be obtained through the building department.

The Mayor noted the park's restriction as a passive park, meaning no basketball or squash courts could be installed outdoors, though indoor courts could be considered for a future community center.

DRAFT

4.4 FEMA Floodplain & Stormwater Management Compliance

The Public Services Director indicated that any work needed to make the park FEMA-compliant would be completed and potentially funded through stormwater funds if applicable. He emphasized that all items discussed would return to the commission for clarification and approval where necessary.

5. DESIGN ELEMENTS REVIEW

5.1 Overall Site Master Plan — Concept Layout Presentation

Osmanny (Manny) Larzabal Deputy Public Services Director presented design concepts with assistance from Play by Design vendor Lee via Teams. Technical difficulties with the presentation equipment initially hampered the display of materials.

5.2 Splash Pad — Design Options, Features & Inclusive Access

Osmanny (Manny) Larzabal Deputy Public Services Director presented several splash pad design examples with approximate pricing and square footage options. He explained that Play by Design would oversee the entire project, with splash pad and fitness equipment handled by subcontractors under their umbrella. The designs could be customized with different themes, colors, and components to create a unique installation for the town.

The Interim Town Manager clarified that the splash pad would be located closer to Southwest 48th Street where a main water line runs, allowing for connection to municipal water. The system would recycle its own water, similar to a pool operation, rather than using water continuously.

Commissioner Mohamed asked about operational costs, which had not yet been calculated pending agreement on moving forward. When asked about utility connections, Manny confirmed estimates included installation but noted costs could vary based on site-specific conditions.

Acting Clerk Commissioner Morissette inquired about the modular expansion concept discussed in prior meetings. Manny explained they could start small but build infrastructure to accommodate future additions. However, he noted this approach would require contractors to return for additional work, essentially paying setup costs again.

The Mayor strongly opposed the phased approach, citing Pembroke Park's history of incomplete projects. He referenced the generator awaiting replacement for over 10 years and playground equipment damaged by hurricane in 2015 that was never repaired, expressing skepticism that a phased splash pad would ever be completed.

Acting Clerk Commissioner Morissette advocated for the phased approach, explaining they could build full infrastructure initially and add accessories through annual FAP grants of $50,000, making it financially manageable while ensuring immediate usability.

The commission ultimately agreed on a 5,000 square foot splash pad as the minimum size, incorporating shade sails, arches, umbrellas, buckets, and elements reflecting the community's lighthouse identity. Natural themes and maximum shade were emphasized due to Florida's climate.

5.3 Playground — All-Inclusive Design Elements & Equipment Options

Lee from Play by Design explained their custom approach, requiring a site survey and AutoCAD drawing showing designated areas for each element. They would provide schematic designs with community feedback opportunities before moving to contractual agreements. The design process would incorporate local historic elements and community identity.

Lee emphasized that major cost drivers for playgrounds include surfacing and shade structures. Pour-in-place surfacing costs approximately $25 per square foot versus $3 for engineered wood fiber, representing significant budget impacts. For a typical 10,000 square foot playground area, surfacing alone could cost $250,000 with pour-in-place versus $30,000 with wood fiber.

The mayor praised Play by Design's work at Hood River, Oregon, noting its natural integration and unique design compared to standard Florida playgrounds. Lee explained their 33-year experience creating custom architectural play structures that reflect each community's character.

The commission agreed on a natural/agricultural theme incorporating the community lighthouse, with a $500,000 budget for the playground component.

5.4 Amphitheater — Base vs. Enhanced Design Scenarios

Public Services Director Odoms discussed acquiring a used portable stage from Pompano Beach, which was getting a new one. This option would provide immediate compliance with DEP requirements while offering flexibility for multiple locations and events. The portable stage would be easier to maintain during hurricanes and could eventually be moved to Beehan Park once a permanent amphitheater was constructed.

Commissioner Mohamed requested design options for a permanent amphitheater, expressing desire to have plans ready for future funding opportunities rather than repeatedly discussing the same issues. The Interim Town Manager agreed to develop operational plans with cost estimates for design, construction, and financing options.

5.5 Supplemental Elements — Fitness Park, Toddler Zone, Landscaping

Discussion covered replacing existing fitness equipment and potential improvements to Beehan Park once the main park achieved compliance. The commission agreed to address these elements after completing primary components.

6 PROJECT COSTS & FUNDING

6.1 Project Cost Summary by Component (Scenario 1 & Scenario 2)

The commission discussed budget parameters, with general agreement on $500,000 for splash pad initial phase (expandable to $1.5 million total) and $500,000 for playground. The Interim Town Manager noted $400,000 was already identified for the project, requiring $600,000 in additional budget allocation.

6.2 Phasing Strategy — Priority Components & Sequencing Options

Dee Harper recommended starting with the playground as it's easier to implement and can be used immediately year-round, while splash pads are less appealing during cooler months. However, Acting Clerk Commissioner Morissette noted the splash pad was required for DEP compliance.

DRAFT

6.3 Funding Opportunities — Capital Improvement Funds, Surtax, Grants

Discussion covered various funding sources including annual FAP grants, debt service options, and developer agreements. The Interim Town Manager mentioned ongoing conversations with a new development regarding potential park contributions.

6.4 Public-Private Partnership & Sponsorship Opportunities

Mayor Jacobs advocated for corporate partnerships with major local companies like Coca-Cola, Amazon, and Home Depot, suggesting sponsorship plaques or banners in exchange for contributions. Commissioner Kashem confirmed previous discussions with Coca-Cola about such opportunities.

7 DISCUSSION

The commission engaged in extensive discussion about project timelines, compliance requirements, and community needs. The Mayor emphasized the importance of completing projects rather than leaving them unfinished, while other commissioners focused on fiscal responsibility and phased implementation.

Additional topics included the need for a community center, senior programs, and coordination with Watkins Elementary for shared facilities. The commission also discussed audit completion requirements and budget preparation timelines.

8 ATTORNEY COMMENTS

Town Attorney had no additional comments.

9 INTERIM TOWN MANAGER COMMENTS

Interim Town Manager praised the informative nature of the meeting and expressed satisfaction with the direction provided.

10 COMMISSIONER COMMENTS

Clerk Commissioner Hodgkins had no additional comments.

Vice Mayor Kashem had no additional comments.

DRAFT

Acting Clerk Commissioner Morrissette thanked Commissioner Mohamed for initiating the comprehensive overview and expressed satisfaction with the progress made. Also discussed potential senior programming at Watkins Elementary and ongoing discussions with Representative Woodson about state resources.

Commissioner Mohamed raised concerns about the community center timeline and wellness program additions, emphasizing the need for advance planning rather than repeated discussions. She also inquired about the summer recess schedule and audit status.

The mayor mentioned his upcoming attendance at the Mayor's Philanthropy Forum on May 20th to seek additional resources for the park project.

11 ANNOUNCEMENTS

Workshop Commission meeting, Wednesday, April 29, 2026, at 6:00 p.m. Regular Commission meeting, Wednesday, May 13, 2026, at 7:00 p.m. Special Magistrate Hearing, Wednesday, May 20, 2026, at 9:00 a.m.

12 ADJOURNMENT

With no further business the meeting adjourned at 10:35am.

ATTEST:

_____

Cynthia Garcia-Lima, Town Clerk

Commission approved on: June 10, 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.

DRAFT

Agenda Item Report

Subject:	Motion to approve to extend the agreement for Lobbyist Jordan Connors — Sponsored by Interim Town Manager Sigerson
Meeting Date:	Workshop Commission Meeting - May 27, 2026
Prepared For:	Workshop Commission
Staff Conact:	David Sigerson, Town Manager
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Addendum (Jordan Connors Group #2) 4915-1684-4462 1
2. Jordan Connors Group 4 month Contract Proposal

Addendum to Terms and Conditions

The following shall be included as part of the State Lobbying Services Agreement (the "Agreement") between the **Town of Pembroke Park**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 3150 S.W. 52nd Avenue, Pembroke Pines, FL 33023 ("Town") and Jordan Connors Group, Inc. ("JCG"), whose address is 701 Stanley Drive, Fernandina Beach, FL, 32034. In the event of any conflict between the language in the Agreement and this Addendum, the terms of this Addendum shall take precedence.

1. **Payment Terms**

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

2. **Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

3. **Sovereign Immunity**

Nothing contained herein is intended nor shall be construed to waive Town's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

4. **Termination.**

Notwithstanding anything contained in the Agreement or herein to the contrary, the Town may terminate this Agreement for convenience by providing JCG with no less than thirty (30) days of its intention to termination. In the event of a termination pursuant to this section, JCG shall be entitled to compensation for all services rendered through the date of such termination.

5. **Non-Discrimination & Equal Opportunity Employment**

During the performance of the Agreement, neither JCG nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. JCG will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. JCG further agrees that JCG will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

6. **Independent Contractor**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that JCG is an independent contractor 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. JCG shall retain sole and absolute discretion in the judgment of the manner and means of carrying out STS's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of JCG. JCG 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 takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the JCG Products and Services; however, the JCG Products and Services are provided "AS IS" and as available. This Agreement shall not be construed as creating any joint employment relationship between JCG and the Town and the Town will not be liable for any obligation incurred by JCG, including but not limited to unpaid minimum wages and/or overtime premiums.

7. **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.

8. **Assignments; Amendments**

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by JCG without the prior written consent of Town. For purposes of this Agreement, any change of ownership of JCG 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.

9. **Public Records**

9.1 The Town of Pembroke Park is a public agency subject to Chapter 119, Florida Statutes. JCG shall comply with Florida's Public Records Law. Specifically, JCG shall:

9.1.1 Keep and maintain public records required by the Town to perform the service;

9.1.2 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, Florida Statutes, or as otherwise provided by law;

9.1.3 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 Agreement term and, following completion of the Agreement, JCG shall destroy all copies of such confidential and exempt records remaining in its possession after JCG transfers the records in its possession to the Town, unless otherwise required by law; and

9.1.4 Upon completion of the Agreement, JCG shall ensure the transfer to the Town, at no cost to the Town, all public records in JCG's possession. All records stored electronically by JCG 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.

9.2 The failure of JCG 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 by providing JCG with at least thirty (30) days prior, provided, however, that JCG will be given the opportunity to cure the breach within said period of time.

IF JCG HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO JCG'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TOWN CLERK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600 #234
townclerk@tppfl.gov

10. **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 or by email. For the present, JCG and Town designate the following as the respective places for giving of notice:

TOWN: Town Manager
Town of Pembroke Park
3150 SW 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
Email: jhorowitz@gorencherof.com

JCG: Jordan Connors Group, Inc.
Attn: Jordan Connors
701 Stanley Drive
Fernandina Beach, FL, 32034
Email: jordanconnorsfl@gmail.com

11. **Attorneys' Fees**
In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs.

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

13. **Scrutinized Companies**
JCG, 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 Agreement for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

13.1 Any amount if, at the time bidding on, submitting a Agreement 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

13.2 One million dollars or more if, at the time of bidding on, submitting a Agreement for, or entering into or renewing such contract, the company:

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

13.2.2 Is engaged in business operations in Syria.

14. **E-Verify**
JCG 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.

14.1 Definitions for this Section:

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 JCG or consultant.

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.

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.

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:

14.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

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

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.

SIGNATURE PAGE TO FOLLOW

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

ATTEST:

BY:_____

_____
CYNTHIA GARCIA-LIMA,
TOWN CLERK

DAVID SIGERSON
INTERIM TOWN MANAGER

APPROVED AS TO FORM.

_____
JACOB G. HOROWITZ
TOWN ATTORNEY

JORDAN CONNORS GROUP, INC.

Signed By: _____

Print Name: _____

Title: _____

STATE LOBBYING SERVICES AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 2026, by and between the Town of Pembroke Park, a Florida municipal corporation ("Town") and Jordan Connors Group, Inc. ("JCG"), whose address is 701 Stanley Drive, Fernandina Beach, FL, 32034.

WHEREAS, Town desires to retain JCG to render certain lobbying services, as described herein; and

WHEREAS, JCG represents that JCG is qualified, willing and able to provide the described services according to the terms of this Agreement; it is therefore agreed that:

1. SCOPE OF AGREEMENT. The purpose of this Agreement is for JCG to provide state lobbying services to the Town and to represent the Town in Tallahassee, Florida, with the Legislature, Governor and Executive Branch. JCG shall work closely with the Town Manager and the Town's lobbying team in the development and ongoing implementation of the programs and initiatives outlined above and shall provide, at a minimum, the following services:

A. Meet with Town staff as needed to assist in the development of the City's state legislative budget requests.

B. Develop and deploy strategies to advocate and secure state funding for Town's budget priorities. Secure Senate and House sponsors for all budget requests, if needed.

C. Monitor the State budget process and report to the Town, both orally and in writing, any legislative events that may directly or indirectly impact the Town.

D. Provide the Town with budget updates.

E. Advocate the Town's Legislative agenda to the Florida Legislature.

F. Coordinate lobbying efforts with the Town's lobbying team.

2. COMMENCEMENT AND TERM. The term of this Agreement shall be from June 1, 2026, to September 30, 2026.

3. PAYMENTS TO JCG. The Town shall pay JCG $18,000, to be billed in 4 monthly installments in the amount of $4,500 beginning June 1, 2026. JCG will send an invoice on the first day of each month for the current's month's services and payment is due by the end of each month.

ATTEST:

4. LOBBYIST REGISTRATION REQUIREMENTS. The Town agrees to complete any forms necessary to comply with lobbyist registration requirements under Florida law that may arise as a result of JCG's representation of the Town during the term of this Agreement or after its termination should reporting periods overlap.

5. TERMINATION. Either party may terminate this Agreement without regard to cause with thirty days written notice.

6. CONSTRUCTION. This Agreement shall be governed by the laws, rules and regulations of the State of Florida.

7. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing contained in this Agreement shall be deemed or construed to the relationship between the parties of principal and agent, or of partnership or joint venture, or of employer and employee; it being expressly agreed that the relationship of JCG to the Town is that of an independent contractor.

Jordan Connors Group, Inc. neither promises nor warrants any particular outcome or result in this matter.

The parties agree to comply with all ordinances and rules relating to lobbying governmental officials and neither party shall do anything in any way which constitutes a violation of law to influence the actions of public officials or others concerned with the administration of public affairs.

This letter contains the entire agreement between the Town of Pembroke Park and Jordan Connors Group, Inc and can be modified only be written agreement signed by both parties.

Jordan Connors Group, Inc.

M. Jordan Connors
President/CEO

Approved and agreed to on this _____ day of _____, 2026

By: David Sigerson
Title: Interim Town Manager

Signature: _____

Agenda Item Report

Subject:	Discussion on Building Code Enforcement Actions 3120 - Sponsored by Mayor Jacobs
Meeting Date:	Workshop Commission Meeting - May 27, 2026
Prepared For:	Workshop Commission
Staff Conact:	Geoffrey Jacobs, Mayor
Dept/Group:	Commission
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Code Case No. 9026

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

AFFIDAVIT OF COMPLIANCE

Town of Pembroke Park

3150 SW 52 Avenue

Pembroke Park, Florida 33023

Petitioner,

vs.

GEOFFREY JACOBS

3140 W HALLANDALE BEACH BLVD,
PEMBROKE PARK, FL 33009 #Lot 622

Respondent(s)

Case #:

9026

On 11/21/2025 I JEFFREY LOUIS as Code Enforcement Officer have personally examined the property described below and find that said property is NOW in compliance with the Ordinance(s) shown below:

Owner Name:	GEOFFREY JACOBS
Address:	3120 W Hallandale Beach Blvd, Lot 622 Pembroke Park, FL 33009
Folio:	514229000300
Site Address:	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Lot 622
Legal Description:	29-51-42 PT OF SE1/4 OF NE1/4 DESC AS BEG NW COR OF SE1/4 OF NE1/4,ELY 15, SLY 50 FOR POB,ELY 495.10,SLY 200.24,WLY 95.74,SLY 63.28,SELY 169.20,SWLY 13.93,WLY 77.37,SELY 125.24,CONT SELY 31.57,SLY 80.38 ELY 43.89,SELY 70.07,SLY 635.63, WLY 323.53,NLY 673.71,WLY 320.55 NLY 623.65 TO POB TOGET WITH W 15 OF NW1/4 OF SE1/4 OF NE1/4 LESS N 50 & TOGET WITH W1/2 OF SW1/4 OF SE1/4 OF NE1/4

Ordinance/Regulation	Section	Description	Date Complied
553.73	553.73 Florida Building Code.—	(1)(a) The commission shall adopt, by rule pursuant to ss. 120.536(1) and 120.54, the Florida Building Code which shall contain or incorporate by reference all laws and rules which pertain to and govern the design, construction, erection, alteration, modification, repair, and demolition of public and private buildings, structures, and facilities and enforcement of such laws and rules, except as otherwise provided in this section.	11/21/2025
BUILDING AND BUILDING REGULATIONS	Sec 5-105. - Repairs and installations	Repairs and installations shall be made so as to comply with the provisions of the building code or the approved site plan. All work shall proceed in a timely fashion and be done in a workmanlike manner.	11/21/2025
BUILDING AND BUILDING REGULATIONS	Sec. 5-17. - Permit application.	The Building Official or designee, may require certain documentation to complete the permitting application process including, but not limited to, pictures, maps, sealed plans, survey, specifications, calculations and any other documents that are necessary to further the permitting application process. (Ord. No. 13-09-01, § 2, 9-11-13)	11/21/2025
FLORIDA BUILDING CODE	105.1 Permit Required	Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, remove, demolish or to change the occupancy any building, structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by the Code, or to cause any such work to be done; shall first make application to the Building Official and/or Fire Code Official as indicated in FFPC or a duly authorized representative and obtain the required permits.	11/21/2025

Notes/Means of Correction:

See attached Notice of Voluntary Dismissal without Prejudice

Further, Affiant sayeth naught

STATE OF FLORIDA

COUNTY OF BROWARD

Code Enforcement Officer Signature

I HEREBY CERTIFY that on this date before me, an officer duly qualified to take acknowledgments, personally appeared, Code Enforcement Officer, known to me to be the person described therein and who executed the foregoing instrument and acknowledged before me that he/she executed same, and who did not take an oath. WITNESS my hand and official seal as aforesaid on this 11/21/2025

Aimara Fontalva

NOTARY PUBLIC, STATE OF FLORIDA

AIMARA FONTALVA
Notary Public - State of Florida
Commission # HH 635757
My Comm. Expires Dec 18, 2028
Bonded through National Notary Assn.

TOWN OF PEMBROKE PARK

3150 S.W. 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023





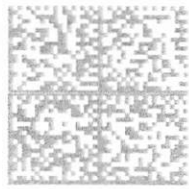
Holiday Hallandale MHC LLC
Corporation Service Company
1201 Hays Street
Tallahassee, FL 32301

AOC
9026

TOWN OF PEMBROKE PARK

3150 S.W. 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023





Geoffrey Jacobs
Holiday Hallandale MHC LLC
3120 W Hallandale Beach Blvd
Lot 622
Pembroke Park, FL 33009

AOC
9026

TOWN OF PEMBROKE PARK
3150 S.W. 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023





Geoffrey Jacobs
Holiday Hallandale MHC LLC
8800 N Bronx Ave
2nd Floor
Skokie, IL 60077

AOC
9026

CODE COMPLIANCE SPECIAL MAGISTRATE
TOWN OF PEMBROKE PARK, FLORIDA

TOWN OF PEMBROKE PARK, FLORIDA
Petitioner,

CASE NO. 9026

v.

GEOFFREY JACOBS,
Respondent.

NOTICE OF VOLUNTARY DISMISSAL WITHOUT PREJUDICE

COMES NOW, the TOWN OF PEMBROKE PARK, based on Affidavit of Emmanuel Agbenohevi, CBO, CFM, attached hereto and incorporated herein as Exhibit "A", hereby files this Notice of Voluntary Dismissal Without Prejudice in the above referenced code enforcement case against the property described below:

Site Address: 3140 W. Hallandale Beach Boulevard, Lot 622
Pembroke Park, FL 33009

Property Owner: Geoffrey Jacobs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing has been filed with the Clerk of the Town of Pembroke Park, and a copy served via email to Michael A. Pizzi, P.A., 6625 Miami Lakes Dr E, Suite 316, Miami Lakes, FL 33014-2702 at mpizzi@pizzilaw.com; this 21 day of November, 2025.

Brian J. Sherman
Counsel for the Town of Pembroke Park
GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard, Suite 200
Ft. Lauderdale, FL 33308
Phone 954-771-4500
BSherman@GorenCherof.com

Exhibit "A"

CODE COMPLIANCE SPECIAL MAGISTRATE
TOWN OF PEMBROKE PARK, FLORIDA

TOWN OF PEMBROKE PARK, FLORIDA

Petitioner,

vs. CASE NO. 9026

GEOFFREY JACOBS,

Respondent.
_____/

AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Emmanuel "Manny" Agbenohevi, CBO, CFM ("Affiant") who, being first duly sworn, deposes and says:

1. AFFIANT is the Building Official for the Town of Pembroke Park.

2. The Florida Building Code allows building officials considerable latitude to mandate third-party inspections for complex or hazardous projects, threshold buildings, or when there are safety concerns due to questionable code compliance. Under the Florida Building Code (FBC), a building official can request a third party to perform inspections in several situations, primarily outlined in Section 105.14 and Florida Statute 553.791.

3. AFFIANT states that June 29, 2021 the Senate Bill 60 signed by Governor DeSantis, becoming effective on July 1, 2021, prohibits code inspectors from initiating enforcement proceedings for potential violations of codes and ordinances by way of anonymous complaints; prohibiting code inspectors designated by governing bodies of municipalities from initiating investigations of potential violations of codes and ordinances by way of anonymous complaints.

4. The photos submitted as evidence lack any credible authentication. There are no dates or time on them to show when they were taken.

5. Based upon the above, the Case # 9026 should rightfully and certainly be dismissed without prejudice and a third party may refile it if it complies with Senate Bill 60 and any other legal requirement, without exception.

(SIGNATURE PAGE TO FOLLOW)

FURTHER AFFIANT SAYETH NAUGHT.

Emmanuel "Manny" Agbenohevi, CBO, CFM

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 20 day of November, 2025, by Emmanuel "Manny" Agbenohevi, CBO, CFM.

NEHEMIE PAUL-SAUVEUR
Notary Public - State of Florida
Commission # HH 638711
My Comm. Expires Feb 10, 2029
Bonded through National Notary Assn.

Notary Public, State of Florida

Nehemie Paul-Sauveur
Print Name of Notary

Personally Known \ OR Produced Identification ___
Type of Identification Produced _____

Aimara Fontalva

From: Brian J. Sherman <BSherman@gorencherof.com>
Sent: Monday, November 17, 2025 9:10 AM
To: Emmanuel Agbenohevi
Cc: Jacob G. Horowitz; David Lynch; Lynn Swanson; jeffrey louis; Aimara Fontalva
Subject: RE: Code Enforcement-Geoff Jacobs/CASE # 9026

Good morning and thank you for this follow up. We will follow through as you have indicated below.

Brian J. Sherman

GOREN CHEROF DOODY & EZROL P.A.
ATTORNEYS AT LAW

3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500 x 5026 | (561) 276-9400 x 5026 | Fax: (954) 771-4923
Email: BSherman@gorencherof.com

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From: Emmanuel Agbenohevi <eagbenohevi@tppfl.gov>
Sent: Monday, November 17, 2025 7:30 AM
To: Brian J. Sherman <BSherman@gorencherof.com>
Cc: Jacob G. Horowitz <JHorowitz@gorencherof.com>; David Lynch <dlynch@tppfl.gov>
Subject: Code Enforcement-Geoff Jacobs/CASE # 9026

Hello, Mr. Brian Sherman, Attorney,

Based upon the communication between Jacob Horowitz, Town Attorney to Joselyn Ramirez, then Chief Code Compliance Officer, dated December 20, 2024, referring to the Town's Manager direction and recommendation to dismiss the pending case against Mayor Jacobs without prejudice with the intent of having them refiled by a third party/independent code inspector is well noted. As rightly stated, "The objective here is to remove even the appearance of any conflict and to eliminate the burden of having town staff enforce the code against the Town's elected officials in the event that they are the subject of any alleged violations"

Suffice to point out the similarity with the Florida Building Code. The FBC allows building officials considerable latitude to mandate third-party inspections for complex or hazardous projects, threshold buildings, or when there are safety concerns due to questionable code compliance. Under the Florida Building Code (FBC), a building official can request a third party to perform inspections in several situations, primarily outlined in Section 105.14 and Florida Statute 553.791.

Also, on June 29, 2021 the Senate Bill 60 signed by Governor DeSantis, becoming effective on July 1, 2021, which prohibits code inspectors from initiating enforcement proceedings for potential violations of codes and ordinances by way of anonymous complaints; prohibiting code inspectors designated by governing bodies of municipalities from initiating investigations of potential violations of codes and ordinances by way of anonymous complaints; requiring persons who report potential violations of codes and ordinances to provide specified information to the governing body before an investigation occurs, etc.

It seems there is a violation of this bill regarding this case, being that it is yet to be proven the details of the person who made the original complaint. We need to know the person's name and address which are lacking so far.

Also, the photos being submitted as evidence lack any credible authentication. There are no dates on them to show when they were taken as should be the norm.

In conclusion, based upon the above, the Case # 9026 should rightfully and certainly be dismissed without prejudice and have a third party refile it if it complies with Senate Bill 60 and any other legal requirement, without exception.

Thanks,

TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

Emmanuel "Manny" Agbenohevi, CBO, CFM
Building Official, Town of Pembroke Park

954.966.4600 ext. 302 | eagbenohevi@tppfl.gov

www.tppfl.gov

3150 SW 52nd Ave Pembroke Park, FL 33023

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Joseline Ramirez

From: Brian J. Sherman <BSherman@gorencherof.com>
Sent: Friday, December 20, 2024 10:49 AM
To: Jacob G. Horowitz; Joseline Ramirez
Cc: David Lynch; Aylin M. Ruiz
Subject: RE: Code Enforcement - Geoff Jacobs

Will do.

Brian J. Sherman

GOREN CHEROF DOODY & EZROL P.A.
ATTORNEYS AT LAW

3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500 x 5026 | (561) 276-9400 x 5026 | Fax: (954) 771-4923
Email: BSherman@gorencherof.com | www.GorenCherof.com

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From: Jacob G. Horowitz <JHorowitz@gorencherof.com>
Sent: Friday, December 20, 2024 10:47 AM
To: Joseline Ramirez <jramirez@tppfl.gov>
Cc: David Lynch <dlynch@tppfl.gov>; Brian J. Sherman <BSherman@gorencherof.com>; Aylin M. Ruiz <ARuiz@gorencherof.com>
Subject: Re: Code Enforcement - Geoff Jacobs

Thank you. I believe that these are the cases.

Brian, can you please confirm and help with some dismissal language?

On Dec 20, 2024, at 10:44 AM, Joseline Ramirez <jramirez@tppfl.gov> wrote:

Good morning Mr. Horowitz,

Currently, there is only one case open for Mr. Geoffrey Jacobs, which was brought forward by the Building Official, Case 9026. Then there is another Case 10349 that involves Mr. Jacobs, but the property owner is Riking Enterprises V LLC. Can you please confirm that these are the two cases you are referring to?

In addition, I've never dismissed a case without prejudice, can you provide a template for the notice and order that the Special Magistrate must sign?

Thank you for your attention to this matter.

Regards,



Joseline Ramirez
Chief Code Compliance Officer
P: (754) 210-5893 / jramirez@tppfl.gov
Town of Pembroke Park **/ Code Compliance Dept.**
3150 SW 52nd Avenue, Pembroke Park, FL 33023
Website: www.tppfl.gov

Jacob G. Horowitz



GOREN CHEROF
DOODY & EZROL PA
ATTORNEYS AT LAW

3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500 x 5055 | (561) 276-9400 x 5055 | Fax: (954) 771-4923
Email: JHorowitz@gorencherof.com | www.GorenCherof.com

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From: Jacob G. Horowitz <JHorowitz@gorencherof.com>
Sent: Friday, December 20, 2024 10:03 AM
To: Joseline Ramirez <jramirez@tppfl.gov>
Cc: David Lynch <dlynch@tppfl.gov>; Brian J. Sherman <BSherman@gorencherof.com>; Aylin M. Ruiz <ARuiz@gorencherof.com>
Subject: Code Enforcement - Geoff Jacobs

Joseline,
Good morning.

At the Town Manager's direction, our office is currently working to find an independent, third-party code inspector to prosecute all pending code enforcement cases related to Commissioner Jacobs. The intent is to have this third party prosecute any cases involving members of the commission.

In light of this effort, we would recommend dismissing the pending cases against Commissioner Jacobs (without prejudice) with the intent of having them refiled by the independent inspector. To the extent that there are cases currently pending before the magistrate, we would suggest presenting a dismissal to the magistrate at a public meeting for formal approval.

The objective here is to remove even the appearance of any conflicts and to eliminate the burden of having town staff enforce the code against the Town's elected officials in the event that they are the subject of any alleged violations.

We are hoping to have a third-party code inspector in place very soon. Please let us know if you have any questions.

Thank you.

Jacob G. Horowitz

<image002.jpg>

3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500 x 5055 | (561) 276-9400 x 5055 | Fax: (954) 771-4923
Email: JHorowitz@gorencherof.com | www.GorenCherof.com

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Case Overview

Property/Incident Information

Owner	Address	Site Address
GEOFFREY JACOBS	3120 W Hallandale Beach Blvd, Lot 622 Pembroke Park, FL 33009	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Lot 622

Folio

514229000300

Legal Description

29-51-42 PT OF SE1/4 OF NE1/4 DESC AS BEG NW COR OF SE1/4 OF NE1/4,ELY 15, SLY 50 FOR POB,ELY 495.10,SLY 200.24,WLY 95.74,SLY 63.28,SELY 169.20,SWLY 13.93,WLY 77.37,SELY 125.24,CONT SELY 31.57,SLY 80.38 ELY 43.89,SELY 70.07,SLY 635.63, WLY 323.53,NLY 673.71,WLY 320.55 NLY 623.65 TO POB TOGET WITH W 15 OF NW1/4 OF SE1/4 OF NE1/4 LESS N 50 & TOGET WITH W1/2 OF SW1/4 OF SE1/4 OF NE1/4

Case Status Open **Case #** 9026 **Date Next Inspection** 9/9/2024

Notes

Amended 05/16/2024
1. Installed multiple windows without a Building Permit. Obtain plans for after the fact permit and inspections.
2. Exterior repair of west side wall done without a permit. Obtain plans for after the fact permit and inspections.
3. Performed a major repair or remodel including but not limited to kitchen and bathroom, interior wall finish, electrical and plumbing. Obtain plans for after the fact permit and inspections.
Double permit fee assessed. Contact the Building Dept. for permit inquiry at 954-966-4600, ext. 182.

Documents Issued

Date Issue	Hearing Date	Document Type	Delivery
5/16/2024		Notice of Violation	Regular Mail
7/16/2024		Affidavit of Non-Compliance	Regular Mail
7/16/2024	8/21/2024	Notice of Formal Hearing - Notice w/ NOV	Affidavit of Service/Posted to Property Certified Mail
8/27/2024		Notice of Continuance	Certified Mail Hand
9/9/2024	10/16/2024	Notice of Formal Hearing - Notice w/ NOV	Affidavit of Service/Posted to Property Certified Mail
9/9/2024		Affidavit of Non-Compliance	Certified Mail

Violations

Ordinance/Regulation	Section	Description	Date Complied
553.73	553.73 Florida Building Code.—	(1)(a) The commission shall adopt, by rule pursuant to ss. 120.536(1) and 120.54, the Florida Building Code which shall contain or incorporate by reference all laws and rules which pertain to and govern the design, construction, erection, alteration, modification, repair, and demolition of public and private buildings, structures, and facilities and enforcement of such laws and rules, except as otherwise provided in this section.	Not in Compliance - Reinspection Date: 9/9/2024

Case Overview

BUILDING AND BUILDING REGULATIONS	Sec 5-105. - Repairs and installations	Repairs and installations shall be made so as to comply with the provisions of the building code or the approved site plan. All work shall proceed in a timely fashion and be done in a workmanlike manner.	Not in Compliance - Reinspection Date: 9/9/2024
BUILDING AND BUILDING REGULATIONS	Sec. 5-17. - Permit application.	The Building Official or designee, may require certain documentation to complete the permitting application process including, but not limited to, pictures, maps, sealed plans, survey, specifications, calculations and any other documents that are necessary to further the permitting application process. (Ord. No. 13-09-01, § 2, 9-11-13)	Not in Compliance - Reinspection Date: 9/9/2024
FLORIDA BUILDING CODE	105.1 Permit Required	Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, remove, demolish or to change the occupancy any building, structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by the Code, or to cause any such work to be done; shall first make application to the Building Official and/or Fire Code Official as indicated in FFPC or a duly authorized representative and obtain the required permits.	Not in Compliance - Reinspection Date: 9/9/2024

CODE COMPLIANCE SPECIAL MAGISTRATE
TOWN OF PEMBROKE PARK, FLORIDA

TOWN OF PEMBROKE PARK, FLORIDA)

Petitioner)

vs.)

)

GEOFFREY JACOBS CASE NO. 9026

Respondent

AFFIDAVIT OF SERVICE

TO BE SERVED: GEOFFREY JACOBS

TYPE OF PROCESS: NOTICE OF VIOLATION AND FORMAL HEARING

ADDRESS: 3120 W HALLANDALE BEACH BLVD LOT 622, PEMBROKE PARK, FL 33009

I, Jean Gustin HEREBY CERTIFY that I SERVED: GEOFFREY JACOBS AT 09:34 A.M. ON THE 04 DAY OF OCTOBER 2024.

(X) I AM A CODE INSPECTOR OR THE CODE ENFORCEMENT OFFICER FOR THE TOWN OF PEMBROKE PARK AS APPOINTED BY THE TOWN COMMISSION.

TYPE OF SERVICE

( ) INDIVIDUAL: By delivering to (NAME OF PERSON) a copy of this process, the date and hour of Service endorsed by me.

( ) SUBSTITUTE: By leaving a copy of this process, with the date and hour of service endorsed thereon By me, at the within named person's usual place of abode, with (NAME OF PERSON) a member of the family 15 years of age or Older, to-wit: and informing such person of its contents.

( ) CORPORATE: By delivering a copy of this process, with the date and hour of service endorsed thereon by me, to (NAME OF PERSON AND CORPORATE TITLE) of said Corporation in the absence of any superior officer as defined in F.S. 48.081.

(X) POSTING: By posting a copy of the Notice of Service at the premises (a photo of which is attached) and at City Hall.

Jean Gustin
AFFIANT

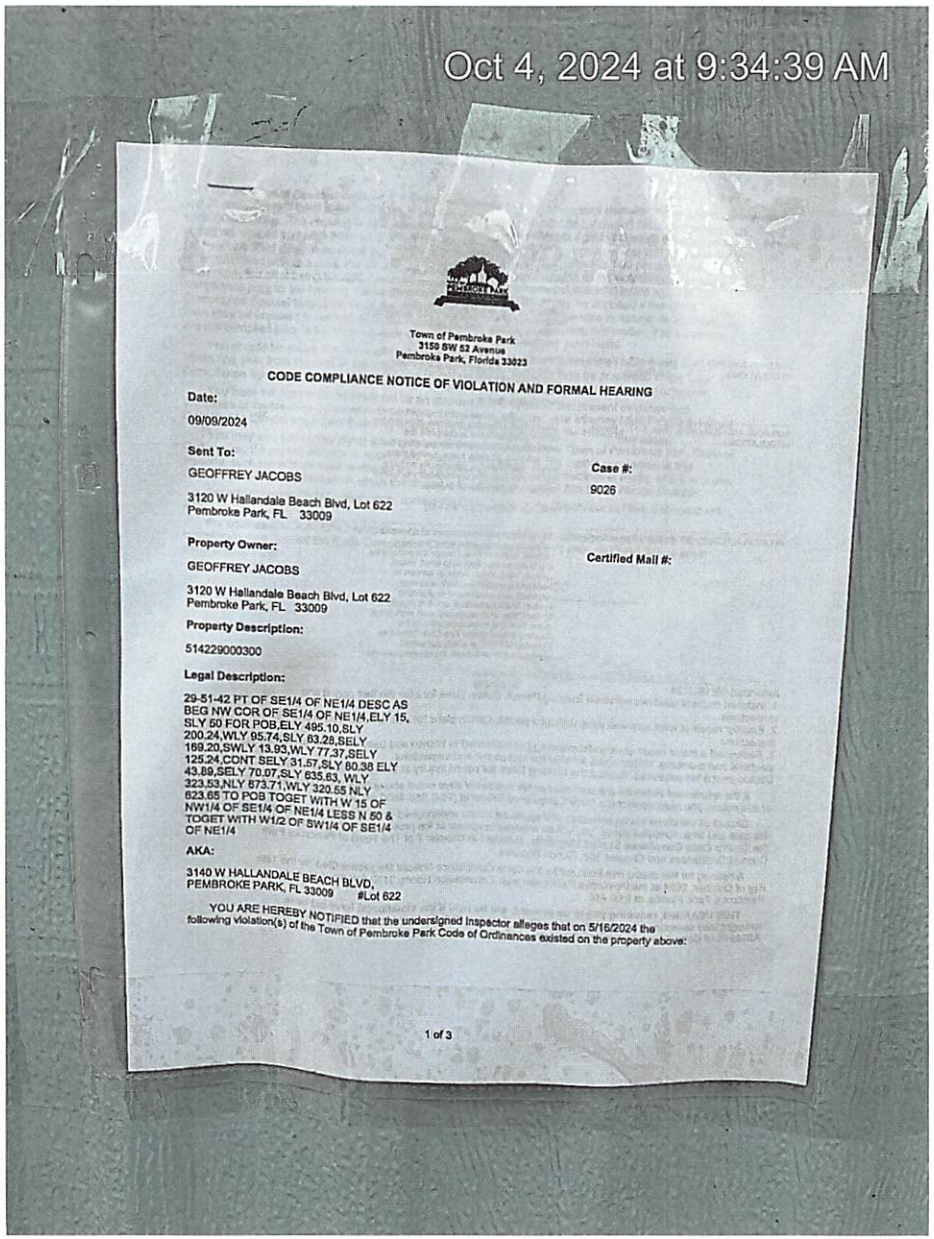
STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 4 day of Octob 2024, by Jean Gustin as Code Enforcement Officer for the Town of Pembroke Park.

Jeffrey Louis
Signature

JEFFREY LOUIS
Notary Public - State of Florida
Commission # HH 284966
My Comm. Expires Jul 7, 2026
Bonded through National Notary Assn.

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____





Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

CODE COMPLIANCE NOTICE OF VIOLATION AND FORMAL HEARING

Date:
09/09/2024

Sent To:
GEOFFREY JACOBS

3120 W Hallandale Beach Blvd, Lot 622
Pembroke Park, FL 33009

Case #:
9026

Property Owner:
GEOFFREY JACOBS

3120 W Hallandale Beach Blvd, Lot 622
Pembroke Park, FL 33009

Certified Mail #:

Property Description:
514229000300

Legal Description:

29-51-42 PT OF SE1/4 OF NE1/4 DESC AS BEG NW COR OF SE1/4 OF NE1/4,ELY 15, SLY 50 FOR POB,ELY 495.10,SLY 200.24,WLY 95.74,SLY 83.28,SELY 169.20,SWLY 13.93,WLY 77.37,SELY 125.24,CONT SELY 31.57,SLY 80.38 ELY 43.89,SELY 70.07,SLY 635.63, WLY 323.53,NLY 873.71,WLY 320.55 NLY 823.65 TO POB.TOGET WITH W 15 OF NW1/4 OF SE1/4 OF NE1/4 LESS N 50 & TOGET WITH W1/2 OF SW1/4 OF SE1/4 OF NE1/4

AKA:

3140 W HALLANDALE BEACH BLVD,
PEMBROKE PARK, FL 33009 #Lot 622

YOU ARE HEREBY NOTIFIED that the undersigned inspector alleges that on 5/16/2024 the following violation(s) of the Town of Pembroke Park Code of Ordinances existed on the property above:

1 of 3

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

CODE COMPLIANCE NOTICE OF VIOLATION AND FORMAL HEARING

Date:

09/09/2024

Sent To:

GEOFFREY JACOBS

3120 W Hallandale Beach Blvd, Lot 622
Pembroke Park, FL 33009

Case #:

9026

Property Owner:

GEOFFREY JACOBS

3120 W Hallandale Beach Blvd, Lot 622
Pembroke Park, FL 33009

Certified Mail #:

Property Description:

514229000300

Legal Description:

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AKA:

3140 W HALLANDALE BEACH BLVD,
PEMBROKE PARK, FL 33009 #Lot 622

YOU ARE HEREBY NOTIFIED that the undersigned inspector alleges that on 5/16/2024 the following violation(s) of the Town of Pembroke Park Code of Ordinances existed on the property above:

Ordinance/Regulation	Section	Description	Days to Comply from Date of this Notice
553.73	553.73 Florida Building Code.—	(1)(a) The commission shall adopt, by rule pursuant to ss. 120.536(1) and 120.54, the Florida Building Code which shall contain or incorporate by reference all laws and rules which pertain to and govern the design, construction, erection, alteration, modification, repair, and demolition of public and private buildings, structures, and facilities and enforcement of such laws and rules, except as otherwise provided in this section.	30
BUILDING AND BUILDING REGULATIONS	Sec 5-105. - Repairs and installations	Repairs and installations shall be made so as to comply with the provisions of the building code or the approved site plan. All work shall proceed in a timely fashion and be done in a workmanlike manner.	30
BUILDING AND BUILDING REGULATIONS	Sec. 5-17. - Permit application.	The Building Official or designee, may require certain documentation to complete the permitting application process including, but not limited to, pictures, maps, sealed plans, survey, specifications, calculations and any other documents that are necessary to further the permitting application process. (Ord. No. 13-09-01, § 2, 9-11-13)	30
FLORIDA BUILDING CODE	105.1 Permit Required	Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, remove, demolish or to change the occupancy any building, structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by the Code, or to cause any such work to be done; shall first make application to the Building Official and/or Fire Code Official as indicated in FFPC or a duly authorized representative and obtain the required permits.	30

Amended 05/16/2024
1. Installed multiple windows without a Building Permit. Obtain plans for after the fact permit and inspections.
2. Exterior repair of west side wall done without a permit. Obtain plans for after the fact permit and inspections.
3. Performed a major repair or remodel including but not limited to kitchen and bathroom, interior wall finish, electrical and plumbing. Obtain plans for after the fact permit and inspections.
Double permit fee assessed. Contact the Building Dept. for permit inquiry at 954-966-4600, ext. 182.

If the referenced violations are corrected within number of days noted above from the date of issuance of this notice, you must contact the Code Compliance Officer at (954) 966-4600 ext. 215

Should all violations not be corrected and approved by the undersigned Code Compliance Officer within the date and time, specified above, you will be required to appear at the prosecution of this matter before the Town's Code Compliance Special Magistrate, pursuant to Chapter 7 of The Town of Pembroke Park Code of Ordinances and Chapter 162, Florida Statutes.

A hearing for this matter has been set by the Code Compliance Special Magistrate Clerk for the 16th day of October, 2024 at the Pembroke Park Town Hall, Commission Room, 3150 SW 52nd Avenue, Pembroke Park, Florida, at 9:00 AM .

THIS HEARING, requiring you to be present, will be held if the violation(s) have not been brought into compliance and approved by Chief Building Official as evidenced by the issuance of an Affidavit of Compliance by the Chief Building Official.

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

AFFIDAVIT OF NON-COMPLIANCE

Town of Pembroke Park

3150 SW 52 Avenue

Pembroke Park, Florida 33023

Petitioner,

vs.

GEOFFREY JACOBS

3140 W HALLANDALE BEACH BLVD,
PEMBROKE PARK, FL 33009 #Lot 622

Respondent(s)

Case #:

9026

On 9/9/2024 I STEVE PIZZILLO as Chief Building Official have personally examined the property described below and find that said property is NOT in compliance with the Ordinance(s) shown below:

Owner Name:	GEOFFREY JACOBS
Address:	3120 W Hallandale Beach Blvd, Lot 622 Pembroke Park, FL 33009
Folio:	514229000300
Site Address:	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Lot 622
Legal Description:	29-51-42 PT OF SE1/4 OF NE1/4 DESC AS BEG NW COR OF SE1/4 OF NE1/4,ELY 15, SLY 50 FOR POB,ELY 495.10,SLY 200.24,WLY 95.74,SLY 63.28,SELY 169.20,SWLY 13.93,WLY 77.37,SELY 125.24,CONT SELY 31.57,SLY 80.38 ELY 43.89,SELY 70.07,SLY 635.63, WLY 323.53,NLY 673.71,WLY 320.55 NLY 623.65 TO POB TOGET WITH W 15 OF NW1/4 OF SE1/4 OF NE1/4 LESS N 50 & TOGET WITH W1/2 OF SW1/4 OF SE1/4 OF NE1/4

The purpose of this Hearing is for the Code Compliance Special Magistrate to make "Findings of Fact" and "Conclusions of Law" relating to the violation(s) specified in the attached Violation detail and to issue an appropriate Order. The Hearing is also your opportunity to present evidence and/or contest the alleged violations, should you wish to do so. If a violation is found, the Order may require you to correct the violation (s) by a specified date. In addition, the Order may impose a daily fine of up to $250.00 per day if the Order is not complied with or a daily fine of up to $500.00 per day for each day the same violation(s) is or has been repeated after being brought into compliance, even if the repeated violation(s) is/are again in compliance prior to the Hearing. Fines of up to $5,000.00 per violation may be imposed if the Code Compliance Special Magistrate finds the violation to be irreparable or irreversible in nature. Additionally, fines may be imposed to recover all costs incurred by the Town in prosecuting this matter, if all violations are not complied prior to the Hearing date and you may be assessed any such costs.

You should be aware that if the alleged violation(s) is/are corrected prior to the Hearing and recurs within one year from the date of the original Notice of Violation, the case may be presented to the Code Compliance Special Magistrate as a Recurring Violation even if the violation is subsequently corrected

You have the right to be represented by an attorney and to respond and present evidence and witnesses at the Hearing. If you wish to be represented by an attorney, your attorney MUST notify the Code Compliance Special Magistrate in writing at least five working days before the Hearing.

You may also have other rights which are set forth in Chapter 7 of the Town of Pembroke Park Code of Ordinances. If a person decides to appeal any decision with respect to any matter considered at this Hearing, such person will need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based, Section 286.0105, Florida Statutes.

For additional HEARING information, contact the Code Compliance Supervisor at (954) 966-4600 ext. 215.

For additional VIOLATION information, or to request an inspection for compliance prior to the listed compliance date, contact the Code Compliance Officer listed below at (954) 966- 4600 ext. 215 or email jramirez@tppfl.gov.

Steve Pizzill, CBO

9/9/2024

Ordinance/Regulation	Section	Description	Date Complied
553.73	553.73 Florida Building Code.—	(1)(a) The commission shall adopt, by rule pursuant to ss. 120.536(1) and 120.54, the Florida Building Code which shall contain or incorporate by reference all laws and rules which pertain to and govern the design, construction, erection, alteration, modification, repair, and demolition of public and private buildings, structures, and facilities and enforcement of such laws and rules, except as otherwise provided in this section.	Not in Compliance - Reinspection Date: 9/9/2024
BUILDING AND BUILDING REGULATIONS	Sec 5-105. - Repairs and installations	Repairs and installations shall be made so as to comply with the provisions of the building code or the approved site plan. All work shall proceed in a timely fashion and be done in a workmanlike manner.	Not in Compliance - Reinspection Date: 9/9/2024
BUILDING AND BUILDING REGULATIONS	Sec. 5-17. - Permit application.	The Building Official or designee, may require certain documentation to complete the permitting application process including, but not limited to, pictures, maps, sealed plans, survey, specifications, calculations and any other documents that are necessary to further the permitting application process. (Ord. No. 13-09-01, § 2, 9-11-13)	Not in Compliance - Reinspection Date: 9/9/2024
FLORIDA BUILDING CODE	105.1 Permit Required	Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, remove, demolish or to change the occupancy any building, structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by the Code, or to cause any such work to be done; shall first make application to the Building Official and/or Fire Code Official as indicated in FFPC or a duly authorized representative and obtain the required permits.	Not in Compliance - Reinspection Date: 9/9/2024

Notes/Means of Correction:

1. Installed multiple windows without a Building Permit. Obtain plans for after the fact permit and inspections. Not corrected.
2. Exterior repair of west side wall done without a permit. Obtain plans for after the fact permit and inspections. Not Corrected.
3. Performed a major repair or remodel including but not limited to kitchen and bathroom, interior wall finish, electrical and plumbing. Obtain plans for after the fact permit and inspections.
Double permit fee assessed. Contact the Building Dept. for permit inquiry at 954-966-4600, ext. 182.

Further, Affiant sayeth naught

STATE OF FLORIDA

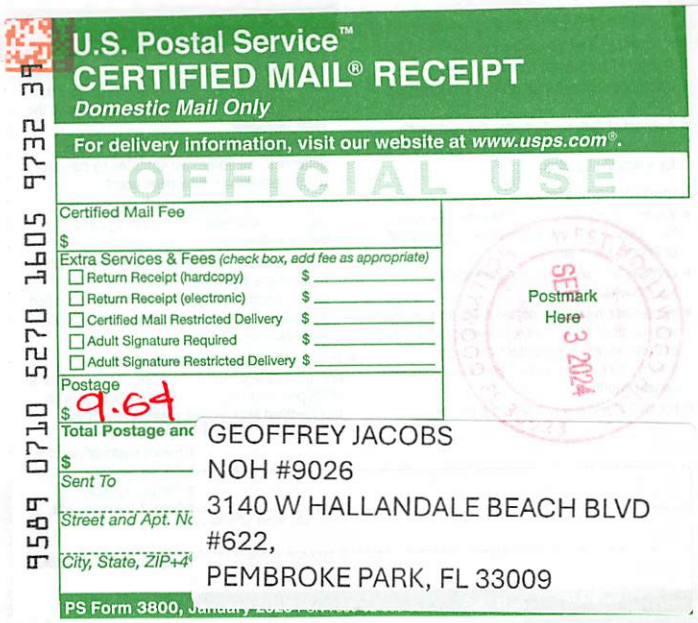
COUNTY OF BROWARD

Chief Building Official Signature

I HEREBY CERTIFY that on this date before me, an officer duly qualified to take acknowledgments, personally appeared, Chief Building Official, known to me to be the person described therein and who executed the foregoing instrument and acknowledged before me that he/she executed same, and who did not take an oath. WITNESS my hand and official seal as aforesaid on this 9/9/2024

NOTARY PUBLIC, STATE OF FLORIDA

NAZLY CARDONA
Notary Public - State of Florida
Commission # HH 374168
My Comm. Expires Mar 15, 2027



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Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$ 9.64

Total Postage and
$

Sent To
GEOFFREY JACOBS
NOH #9026

Street and Apt. No.
3140 W HALLANDALE BEACH BLVD
#622,

City, State, ZIP+4®
PEMBROKE PARK, FL 33009

Postmark Here
SEP 13 2024

PS Form 3800, January

9589 0710 5270 1605 9732 39



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- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$ 9.64

Total Postage and
$

Sent To
HOLIDAY HALLANDALE MHC LLC
NOH #9026

Street and Apt. No.
8800 NORTH BRONX AVE 2ND
FLOOR SKOKIE IL 60077

Postmark Here
SEP 13 2024

PS Form 3800, J

9589 0710 5270 1605 9732 46



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Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$ 9.64

Total Postage and
$

Sent To
HOLIDAY HALLANDALE MHC LLC
NOH #9026

Street and Apt. No.
3140 W HALLANDALE BEACH BLVD,

City, State, ZIP+4®
PEMBROKE PARK, FL 33009

Postmark Here
SEP 13 2024

PS Form 3800, January 2023

9589 0710 5270 1605 9732 53

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HOLIDAY HALLANDALE MHC LLC
NOH #9026
8800 NORTH BRONX AVE 2ND
FLOOR SKOKIE IL 60077

9590 9402 7288 2028 9908 47

2. Article Number *(Transfer from service label)*

9589 0710 5270 1605 9732 46

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Howard Lappin ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* HOWARD LAPPIN

C. Date of Delivery 9-17-24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HOLIDAY HALLANDALE MHC LLC
NOH #9026
3140 W HALLANDALE BEACH BLVD,
PEMBROKE PARK, FL 33009

9590 9402 7288 2028 9908 30

2. Article Number *(Transfer from service label)*

9589 0710 5270 1605 9732 53

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* MARLENE

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

CODE COMPLIANCE SPECIAL MAGISTRATE TOWN OF PEMBROKE PARK, FLORIDA

TOWN OF PEMBROKE PARK, FLORIDA, Petitioner, vs. GEOFFREY JACOBS Respondent(s)	)	Case No.: **9026**

ORDER OF CONTINUANCE

IS THE RESPONDENT OR REPRESENTATIVE PRESENT: YES X NO ____

STREET ADDRESS: 3120 W HALLANDALE BEACH BLVD #622, PEMBROKE PARK, FL 33009

PROPERTY OWNER: GEOFFREY JACOBS

VEHICLE IDENTIFICATION #: 11272099

TITLE #: 1268B

LEGAL DESCRIPTION: 29-51-42 PT OF SE1/4 OF NE1/4 DESC AS BEG NW COR OF SE1/4 OF NE1/4,ELY 15, SLY 50 FOR POB,ELY 495.10,SLY 200.24,WLY 95.74,SLY 63.28,SELY 169.20,SWLY 13.93,WLY 77.37,SELY 125.24,CONT SELY 31.57,SLY 80.38 ELY 43.89,SELY 70.07,SLY 635.63, WLY 323.53,NLY 673.71,WLY 320.55 NLY 623.65 TO POB TOGET WITH W 15 OF NW1/4 OF SE1/4 OF NE1/4 LESS N 50 & TOGET WITH W1/2 OF SW1/4 OF SE1/4 OF NE1/4

An administrative hearing was held before the undersigned Special Magistrate on August 21st, 2024. At the hearing, the testimony offered indicated that granting a continuance of the aforementioned case is in the public interest.

THEREFORE, IN ACCORDANCE WITH THE FINDINGS STATED ABOVE, THIS CASE IS HEREBY CONTINUED TO THE SPECIAL MAGISTRATE HEARING TO BE HELD ON SEPTEMBER 18TH, 2024, AT 9:00 AM IN THE CITY COMMISSION CHAMBERS AT 3150 SW 52 AVENUE, PEMBROKE PARK, FLORIDA 33023.

THIS ORDER SHALL CONSTITUTE THE REQUISITE NOTICE TO THE RESPONDENT OF THE AFOREMENTIONED MATTER THAT IS SET FOR 9:00 AM ON SEPTEMBER 18TH, 2024.

RESPONDENT IS ADVISED THAT IF ALL OF THE VIOLATIONS HAVE NOT BEEN CORRECTED BY THE HEARING DATE SET FORTH ABOVE, AN ORDER CERTIFYING THE CODE COMPLIANCE FINE AND LIEN MAY BE IMPOSED.

FAILURE OF RESPONDENT TO REMEDY AND BRING THE VIOLATIONS INTO COMPLIANCE SHALL AUTHORIZE THE SPECIAL MAGISTRATE TO ENTER A FINAL ORDER CERTIFYING THE CODE COMPLIANCE FINE AND LIEN SHOULD THE REAL PROPERTY REMAIN IN VIOLATION BEYOND THE COMPLIANCE DATE.

DONE AND ORDERED at the Town of Pembroke Park, Florida, this 21 day of August, 2024.

TOWN OF PEMBROKE PARK

Chief Building Official

Special Magistrate

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY certify that on this day, an officer duly qualified to take acknowledgements, personally appeared the Special Magistrate and Chief Building Official known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed same.

WITNESS my hand and official seal in the County and State aforesaid this 21 day of August, 2024.

Notary Public, State of Florida
Clerk to the Special Magistrate

NAZLY CARDONA
Notary Public - State of Florida
Commission # HH 374168
My Comm. Expires Mar 15, 2027

Certificate of Service

This order of abatement was hand delivered at the Special Magistrate Hearing dated above:
Yes X No____

I the undersigned, Code Compliance Clerk, Nazly Cardona, do certify that a true and correct copy of this order was mailed through the United States Mail to the Respondent(s) at the address set forth above in this Final Order on this 27 day of August, 2024.

Nazly Cardona
Code Compliance Clerk
Town of Pembroke Park
3150 SW 52 AVE
Pembroke Park, FL 33023



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- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$ 9.64

Total Postage and
$

Sent To GEOFFREY JACOBS

Street and Apt. No. OC #9026

City, State, ZIP+4® 3120 W HALLANDALE BEACH BLVD #622, PEMBROKE PARK, FL 33009

Postmark Here

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0673 4059 49



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- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$ 9.64

Total Postage and
$

Sent To HOLIDAY HALLANDALE MHC LLC

Street and Apt. No. OC #9026

City, State, ZIP+4® 8800 NORTH BRONX AVE 2ND FLOOR SKOKIE IL 60077

Postmark Here

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0673 4059 56



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Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$ 9.64

Total Postage and
$

Sent To HOLIDAY HALLANDALE MHC LLC

Street and Apt. No. OC #9026

City, State, ZIP+4® 8800 NORTH BRONX AVE 2ND FLOOR SKOKIE IL 60077

Postmark Here

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0673 4059 63

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HOLIDAY HALLANDALE MHC LLC
OC #9026
8800 NORTH BRONX AVE 2ND
FLOOR SKOKIE IL 60077

9590 9402 7581 2098 7765 98

2. Article Number *(Transfer from service label)*

9589 0710 5270 0673 4059 56

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HOLIDAY HALLANDALE MHC LLC
OC #9026
8800 NORTH BRONX AVE 2ND
FLOOR SKOKIE IL 60077

9590 9402 7581 2098 7725 14

2. Article Number *(Transfer from service label)*

9589 0710 5270 0673 4059 63

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agen
☐ Addr

B. Received by *(Printed Name)*

C. Date of De

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Retu

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

GEOFFREY JACOBS
OC #9026
3120 W HALLANDALE BEACH BLVD
#622,
PEMBROKE PARK, FL 33009

9590 9402 7581 2098 7766 35

2. Article Number *(Transfer from service label)*

9589 0710 5270 0673 4059 49

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Ag
☐ Ad

B. Received by *(Printed Name)*

C. Date of Delive 8/29/24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

CODE COMPLIANCE SPECIAL MAGISTRATE
TOWN OF PEMBROKE PARK, FLORIDA

TOWN OF PEMBROKE PARK, FLORIDA)

Petitioner)

vs.)

)

GEOFFREY JACOBS CASE NO. 9026

Respondent

AFFIDAVIT OF SERVICE

TO BE SERVED: GEOFFREY JACOBS

TYPE OF PROCESS: NOTICE OF VIOLATION AND FORMAL HEARING

ADDRESS: 3120 W HALLANDALE BEACH BLVD, LOT 622, PEMBROKE PARK, FL 33009.

I, JEAN GUSTIN HEREBY CERTIFY that I SERVED: GEOFFREY JACOBS AT 12:16 PM ON THE 09 DAY OF AUGUST 2024.

(X) I AM A CODE INSPECTOR OR THE CODE ENFORCEMENT OFFICER FOR THE TOWN OF PEMBROKE PARK AS APPOINTED BY THE TOWN COMMISSION.

TYPE OF SERVICE

( ) INDIVIDUAL: By delivering to (NAME OF PERSON) a copy of this process, the date and hour of Service endorsed by me.

( ) SUBSTITUTE: By leaving a copy of this process, with the date and hour of service endorsed thereon By me, at the within named person's usual place of abode, with (NAME OF PERSON) a member of the family 15 years of age or Older, to-wit: and informing such person of its contents.

( ) CORPORATE: By delivering a copy of this process, with the date and hour of service endorsed thereon by me, to (NAME OF PERSON AND CORPORATE TITLE) of said Corporation in the absence of any superior officer as defined in F.S. 48.081.

(X) POSTING: By posting a copy of the Notice of Service at the premises (a photo of which is attached) and at City Hall.

Jean Gustin
_____
AFFIANT

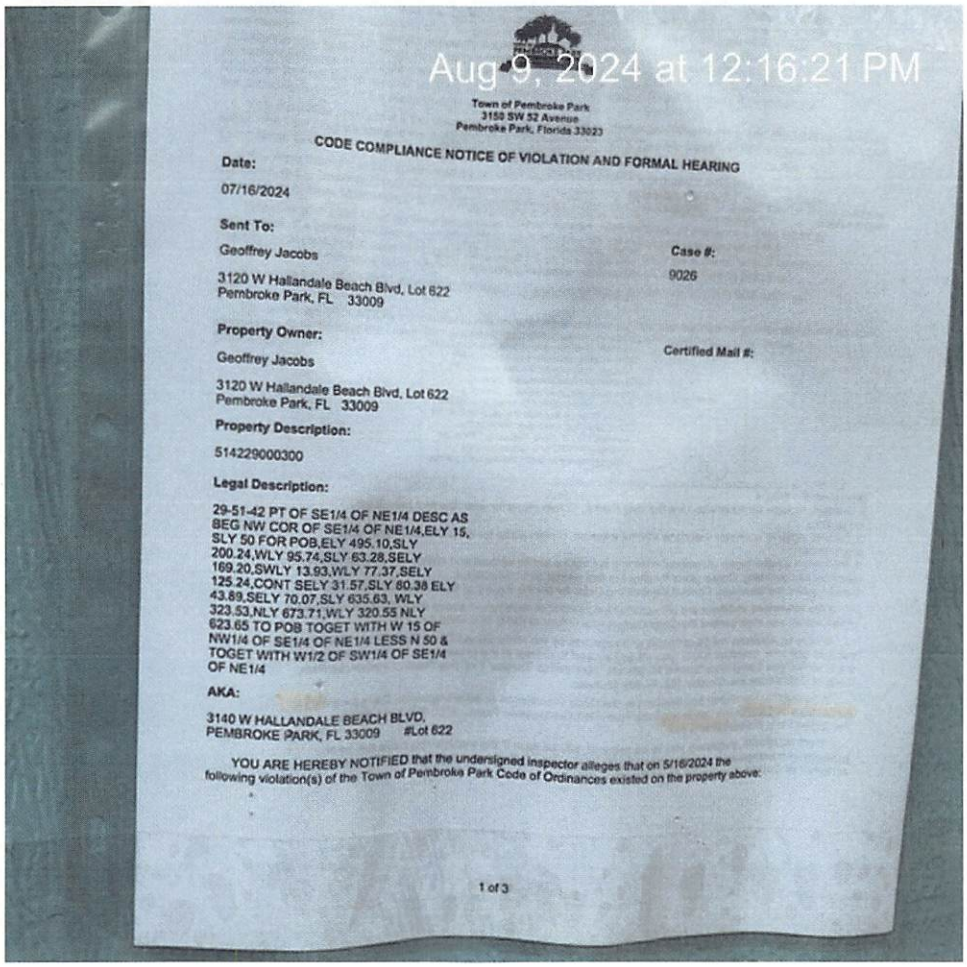
STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 09 day of 08, 2024, by Jean Gustin as Code Enforcement Officer for the Town of Pembroke Park.

Jeffrey Louis
_____
Signature

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

JEFFREY LOUIS
Notary Public - State of Florida
Commission # HH 284966
My Comm. Expires Jul 7, 2026
Bonded through National Notary Assn.


622
Aug 9, 2024 at 12:16:13 PM
EXPIRES
FLORIDA


Aug 9, 2024 at 12:16:21 PM
Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023
CODE COMPLIANCE NOTICE OF VIOLATION AND FORMAL HEARING
Date:
07/16/2024
Sent To:
Geoffrey Jacobs
3120 W Hallandale Beach Blvd, Lot 622
Pembroke Park, FL 33009
Case #:
9026
Property Owner:
Geoffrey Jacobs
3120 W Hallandale Beach Blvd, Lot 622
Pembroke Park, FL 33009
Certified Mail #:
Property Description:
514229000300
Legal Description:
29-51-42 PT OF SE1/4 OF NE1/4 DESC AS BEG NW COR OF SE1/4 OF NE1/4,ELY 15, SLY 50 FOR POB,ELY 495.10,SLY 200.24,WLY 95.74,SLY 63.28,SELY 169.20,SWLY 13.93,WLY 77.37,SELY 125.24,CONT SELY 31.57,SLY 60.38 ELY 43.89,SELY 70.07,SLY 635.63, WLY 323.53,NLY 673.71,WLY 320.55 NLY 623.65 TO POB TOGET WITH W 15 OF NW1/4 OF SE1/4 OF NE1/4 LESS N 50 & TOGET WITH W1/2 OF SW1/4 OF SE1/4 OF NE1/4
AKA:
3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Lot 622
YOU ARE HEREBY NOTIFIED that the undersigned inspector alleges that on 5/16/2024 the following violation(s) of the Town of Pembroke Park Code of Ordinances existed on the property above:
1 of 3

Ordinance/Regulation	Section	Description	Days to Comply from Date of this Notice
553.73	553.73 Florida Building Code.—	(1)(a) The commission shall adopt, by rule pursuant to ss. 120.536(1) and 120.54, the Florida Building Code which shall contain or incorporate by reference all laws and rules which pertain to and govern the design, construction, erection, alteration, modification, repair, and demolition of public and private buildings, structures, and facilities and enforcement of such laws and rules, except as otherwise provided in this section.	30
BUILDING AND BUILDING REGULATIONS	Sec 5-105. - Repairs and installations	Repairs and installations shall be made so as to comply with the provisions of the building code or the approved site plan. All work shall proceed in a timely fashion and be done in a workmanlike manner.	30
BUILDING AND BUILDING REGULATIONS	Sec. 5-17. - Permit application.	The Building Official or designee, may require certain documentation to complete the permitting application process including, but not limited to, pictures, maps, sealed plans, survey, specifications, calculations and any other documents that are necessary to further the permitting application process. (Ord. No. 13-09-01, § 2, 9-11-13)	30
FLORIDA BUILDING CODE	105.1 Permit Required	Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, remove, demolish or to change the occupancy any building, structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by the Code, or to cause any such work to be done; shall first make application to the Building Official and/or Fire Code Official as indicated in FFPC or a duly authorized representative and obtain the required permits.	30

Amended 05/16/2024
1. Installed multiple windows without a Building Permit. Obtain plans for after the fact permit and inspections.
2. Exterior repair of west side wall done without a permit. Obtain plans for after the fact permit and inspections.
3. Performed a major repair or remodel including but not limited to kitchen and bathroom, interior wall finish, electrical and plumbing. Obtain plans for after the fact permit and inspections.
Double permit fee assessed. Contact the Building Dept. for permit inquiry at 954-966-4600, ext. 182.

If the referenced violations are corrected within number of days noted above from the date of issuance of this notice, you must contact the Code Compliance Officer at (954) 966-4600 ext. 215

Should all violations not be corrected and approved by the undersigned Code Compliance Officer within the date and time, specified above, you will be required to appear at the prosecution of this matter before the Town's Code Compliance Special Magistrate, pursuant to Chapter 7 of The Town of Pembroke Park Code of Ordinances and Chapter 162, Florida Statutes.

A hearing for this matter has been set by the Code Compliance Special Magistrate Clerk for the 21st day of August, 2024 at the Pembroke Park Town Hall, Commission Room, 3150 SW 52nd Avenue, Pembroke Park, Florida, at 9:00 AM .

THIS HEARING, requiring you to be present, will be held if the violation(s) have not been brought into compliance and approved by Chief Building Official as evidenced by the issuance of an Affidavit of Compliance by the Chief Building Official.



Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

CODE COMPLIANCE NOTICE OF VIOLATION AND FORMAL HEARING

Date:

07/16/2024

Sent To:

Geoffrey Jacobs

3120 W Hallandale Beach Blvd, Lot 622
Pembroke Park, FL 33009

Case #:

9026

Property Owner:

Geoffrey Jacobs

3120 W Hallandale Beach Blvd, Lot 622
Pembroke Park, FL 33009

Certified Mail #:

Property Description:

514229000300

Legal Description:

29-51-42 PT OF SE1/4 OF NE1/4 DESC AS BEG NW COR OF SE1/4 OF NE1/4,ELY 15, SLY 50 FOR POB,ELY 495.10,SLY 200.24,WLY 95.74,SLY 63.28,SELY 169.20,SWLY 13.93,WLY 77.37,SELY 125.24,CONT SELY 31.57,SLY 80.38 ELY 43.89,SELY 70.07,SLY 635.63, WLY 323.53,NLY 673.71,WLY 320.55 NLY 623.65 TO POB TOGET WITH W 15 OF NW1/4 OF SE1/4 OF NE1/4 LESS N 50 & TOGET WITH W1/2 OF SW1/4 OF SE1/4 OF NE1/4

AKA:

3140 W HALLANDALE BEACH BLVD,
PEMBROKE PARK, FL 33009 #Lot 622

YOU ARE HEREBY NOTIFIED that the undersigned inspector alleges that on 5/16/2024 the following violation(s) of the Town of Pembroke Park Code of Ordinances existed on the property above:

The purpose of this Hearing is for the Code Compliance Special Magistrate to make "Findings of Fact" and "Conclusions of Law" relating to the violation(s) specified in the attached Violation detail and to issue an appropriate Order. The Hearing is also your opportunity to present evidence and/or contest the alleged violations, should you wish to do so. If a violation is found, the Order may require you to correct the violation (s) by a specified date. In addition, the Order may impose a daily fine of up to $250.00 per day if the Order is not complied with or a daily fine of up to $500.00 per day for each day the same violation(s) is or has been repeated after being brought into compliance, even if the repeated violation(s) is/are again in compliance prior to the Hearing. Fines of up to $5,000.00 per violation may be imposed if the Code Compliance Special Magistrate finds the violation to be irreparable or irreversible in nature. Additionally, fines may be imposed to recover all costs incurred by the Town in prosecuting this matter, if all violations are not complied prior to the Hearing date and you may be assessed any such costs.

You should be aware that if the alleged violation(s) is/are corrected prior to the Hearing and recurs within one year from the date of the original Notice of Violation, the case may be presented to the Code Compliance Special Magistrate as a Recurring Violation even if the violation is subsequently corrected

You have the right to be represented by an attorney and to respond and present evidence and witnesses at the Hearing. If you wish to be represented by an attorney, your attorney MUST notify the Code Compliance Special Magistrate in writing at least five working days before the Hearing.

You may also have other rights which are set forth in Chapter 7 of the Town of Pembroke Park Code of Ordinances. If a person decides to appeal any decision with respect to any matter considered at this Hearing, such person will need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based, Section 286.0105, Florida Statutes.

For additional HEARING information, contact the Code Compliance Supervisor at (954) 966-4600 ext. 215.

For additional VIOLATION information, or to request an inspection for compliance prior to the listed compliance date, contact the Code Compliance Officer listed below at (954) 966- 4600 ext. 215 or email jramirez@tppfl.gov.

Steve Pizzillo, CBO

7/16/2024

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

AFFIDAVIT OF NON-COMPLIANCE

Town of Pembroke Park

3150 SW 52 Avenue

Pembroke Park, Florida 33023

Petitioner,

vs.

Geoffrey Jacobs

3140 W HALLANDALE BEACH BLVD,
PEMBROKE PARK, FL 33009 #Lot 622

Respondent(s)

Case #:

9026

On 7/16/2024 I STEVE PIZZILLO as CHIEF BUILDING OFFICIAL have personally examined the property described below and find that said property is NOT in compliance with the Ordinance(s) shown below:

Owner Name:	Geoffrey Jacobs
Address:	3120 W Hallandale Beach Blvd, Lot 622 Pembroke Park, FL 33009
Folio:	514229000300
Site Address:	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Lot 622
Legal Description:	29-51-42 PT OF SE1/4 OF NE1/4 DESC AS BEG NW COR OF SE1/4 OF NE1/4,ELY 15, SLY 50 FOR POB,ELY 495.10,SLY 200.24,WLY 95.74,SLY 63.28,SELY 169.20,SWLY 13.93,WLY 77.37,SELY 125.24,CONT SELY 31.57,SLY 80.38 ELY 43.89,SELY 70.07,SLY 635.63, WLY 323.53,NLY 673.71,WLY 320.55 NLY 623.65 TO POB TOGET WITH W 15 OF NW1/4 OF SE1/4 OF NE1/4 LESS N 50 & TOGET WITH W1/2 OF SW1/4 OF SE1/4 OF NE1/4

Ordinance/Regulation	Section	Description	Date Complied
553.73	553.73 Florida Building Code.—	(1)(a) The commission shall adopt, by rule pursuant to ss. 120.536(1) and 120.54, the Florida Building Code which shall contain or incorporate by reference all laws and rules which pertain to and govern the design, construction, erection, alteration, modification, repair, and demolition of public and private buildings, structures, and facilities and enforcement of such laws and rules, except as otherwise provided in this section.	Not in Compliance - Reinspection Date: 7/16/2024
BUILDING AND BUILDING REGULATIONS	Sec 5-105. - Repairs and installations	Repairs and installations shall be made so as to comply with the provisions of the building code or the approved site plan. All work shall proceed in a timely fashion and be done in a workmanlike manner.	Not in Compliance - Reinspection Date: 7/16/2024
BUILDING AND BUILDING REGULATIONS	Sec. 5-17. - Permit application.	The Building Official or designee, may require certain documentation to complete the permitting application process including, but not limited to, pictures, maps, sealed plans, survey, specifications, calculations and any other documents that are necessary to further the permitting application process. (Ord. No. 13-09-01, § 2, 9-11-13)	Not in Compliance - Reinspection Date: 7/16/2024
FLORIDA BUILDING CODE	105.1 Permit Required	Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, remove, demolish or to change the occupancy any building, structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by the Code, or to cause any such work to be done; shall first make application to the Building Official and/or Fire Code Official as indicated in FFPC or a duly authorized representative and obtain the required permits.	Not in Compliance - Reinspection Date: 7/16/2024

Notes/Means of Correction:

1. Installed multiple windows without a Building Permit. Obtain plans for after the fact permit and inspections. Not corrected.
2. Exterior repair of west side wall done without a permit. Obtain plans for after the fact permit and inspections. Not Corrected.
3. Performed a major repair or remodel including but not limited to kitchen and bathroom, interior wall finish, electrical and plumbing. Obtain plans for after the fact permit and inspections. Not corrected. Double permit fee assessed. Contact the Building Dept. for permit inquiry at 954-966-4600, ext. 182.

Further, Affiant sayeth naught

STATE OF FLORIDA

COUNTY OF BROWARD

Chief Building Official Signature

I HEREBY CERTIFY that on this date before me, an officer duly qualified to take acknowledgments, personally appeared, Code Enforcement Officer, known to me to be the person described therein and who executed the foregoing instrument and acknowledged before me that he/she executed same, and who did not take an oath. WITNESS my hand and official seal as aforesaid on this 7/16/2024

NOTARY PUBLIC, STATE OF FLORIDA

NAZLY CARDONA
Notary Public - State of Florida
Commission # HH 374168
My Comm. Expires Mar 15, 2027



U.S. Postal Service™
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OFFICIAL USE

Certified Mail Fee
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Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$ 9.64

Total Postage an
$

Sent To GEOFFREY JACOBS

Street and Apt. N NOH #9026

City, State, ZIP+4 3140 W HALLANDALE BEACH BLVD #622, PEMBROKE PARK, FL 33009

WEST HOLLYWOOD FL JUL 18 2024 HOLLYWOOD FL 33023

Postmark Here

9589 0710 5270 1605 9260 82

PS Form 3800,



U.S. Postal Service™
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Certified Mail Fee
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Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$ 9.64

Total Postage an
$

Sent To HOLIDAY HALLANDALE MHC LLC

Street and Apt. N NOH #9026

City, State, ZIP+4 8800 NORTH BRONX AVE 2ND FLOOR SKOKIE IL 60077

WEST HOLLYWOOD HILLS JUL 18 2024 HOLLYWOOD FL 33023

Postmark Here

9589 0710 5270 1605 9749 60

PS Form 3800,



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
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Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$ 9.64

Total Postage an
$

Sent To HOLIDAY HALLANDALE MHC LLC

Street and Apt. N NOH #9026

City, State, ZIP+4 8800 NORTH BRONX AVE 2ND FLOOR SKOKIE IL 60077

JUL 18 2024 FL 33023

Postmark Here

9589 0710 5270 1605 9260 99

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

GEOFFREY JACOBS
NOH #9026
3140 W HALLANDALE BEACH BLVD
#622,
PEMBROKE PARK, FL 33009

9590 9402 8582 3244 8713 61

2. Article Number *(Transfer from service label)*

9589 0710 5270 1605 9260 82

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)* V.F

C. Date of Delivery 7/22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HOLIDAY HALLANDALE MHC LLC
NOH #9026
8800 NORTH BRONX AVE 2ND
FLOOR SKOKIE IL 60077

9590 9402 8582 3244 8713 47

2. Article Number *(Transfer from service label)*

9589 0710 5270 1605 9749 60

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)* Charline 7/29 CP

C. Date of Delivery 7/23/24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HOLIDAY HALLANDALE MHC LLC
NOH #9026
8800 NORTH BRONX AVE 2ND
FLOOR SKOKIE IL 60077

9590 9402 8582 3244 8713 54

2. Article Number *(Transfer from service label)*

9589 0710 5270 1605 9260 99

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)* Charline 7/29 CP

C. Date of Delivery 7/23/24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

AFFIDAVIT OF NON-COMPLIANCE

Town of Pembroke Park

3150 SW 52 Avenue

Pembroke Park, Florida 33023

Petitioner,

vs.

Geoffrey Jacobs

3140 W HALLANDALE BEACH BLVD,
PEMBROKE PARK, FL 33009 #Lot 622

Respondent(s)

Case #:

9026

On 7/16/2024 I STEVE PIZZILLO as CHIEF BUILDING OFFICIAL have personally examined the property described below and find that said property is NOT in compliance with the Ordinance(s) shown below:

Owner Name:	Geoffrey Jacobs
Address:	3120 W Hallandale Beach Blvd, Lot 622 Pembroke Park, FL 33009
Folio:	514229000300
Site Address:	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Lot 622
Legal Description:	29-51-42 PT OF SE1/4 OF NE1/4 DESC AS BEG NW COR OF SE1/4 OF NE1/4,ELY 15, SLY 50 FOR POB,ELY 495.10,SLY 200.24,WLY 95.74,SLY 63.28,SELY 169.20,SWLY 13.93,WLY 77.37,SELY 125.24,CONT SELY 31.57,SLY 80.38 ELY 43.89,SELY 70.07,SLY 635.63, WLY 323.53,NLY 673.71,WLY 320.55 NLY 623.65 TO POB TOGET WITH W 15 OF NW1/4 OF SE1/4 OF NE1/4 LESS N 50 & TOGET WITH W1/2 OF SW1/4 OF SE1/4 OF NE1/4

Ordinance/Regulation	Section	Description	Date Complied
553.73	553.73 Florida Building Code.—	(1)(a) The commission shall adopt, by rule pursuant to ss. 120.536(1) and 120.54, the Florida Building Code which shall contain or incorporate by reference all laws and rules which pertain to and govern the design, construction, erection, alteration, modification, repair, and demolition of public and private buildings, structures, and facilities and enforcement of such laws and rules, except as otherwise provided in this section.	Not in Compliance - Reinspection Date: 7/16/2024
BUILDING AND BUILDING REGULATIONS	Sec 5-105. - Repairs and installations	Repairs and installations shall be made so as to comply with the provisions of the building code or the approved site plan. All work shall proceed in a timely fashion and be done in a workmanlike manner.	Not in Compliance - Reinspection Date: 7/16/2024
BUILDING AND BUILDING REGULATIONS	Sec. 5-17. - Permit application.	The Building Official or designee, may require certain documentation to complete the permitting application process including, but not limited to, pictures, maps, sealed plans, survey, specifications, calculations and any other documents that are necessary to further the permitting application process. (Ord. No. 13-09-01, § 2, 9-11-13)	Not in Compliance - Reinspection Date: 7/16/2024
FLORIDA BUILDING CODE	105.1 Permit Required	Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, remove, demolish or to change the occupancy any building, structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by the Code, or to cause any such work to be done; shall first make application to the Building Official and/or Fire Code Official as indicated in FFPC or a duly authorized representative and obtain the required permits.	Not in Compliance - Reinspection Date: 7/16/2024

Notes/Means of Correction:

1. Installed multiple windows without a Building Permit. Obtain plans for after the fact permit and inspections. Not corrected.
2. Exterior repair of west side wall done without a permit. Obtain plans for after the fact permit and inspections. Not Corrected.
3. Performed a major repair or remodel including but not limited to kitchen and bathroom, interior wall finish, electrical and plumbing. Obtain plans for after the fact permit and inspections. Not corrected. Double permit fee assessed. Contact the Building Dept. for permit inquiry at 954-966-4600, ext. 182.

Further, Affiant sayeth naught

STATE OF FLORIDA

COUNTY OF BROWARD

Chief Building Official Signature

I HEREBY CERTIFY that on this date before me, an officer duly qualified to take acknowledgments, personally appeared, Code Enforcement Officer, known to me to be the person described therein and who executed the foregoing instrument and acknowledged before me that he/she executed same, and who did not take an oath. WITNESS my hand and official seal as aforesaid on this 7/16/2024

NOTARY PUBLIC, STATE OF FLORIDA

NAZLY CARDONA
Notary Public - State of Florida
Commission # HH 374168
My Comm. Expires Mar 15, 2027

BUILDING AND BUILDING REGULATIONS	Sec 5-105. - Repairs and installations	Repairs and installations shall be made so as to comply with the provisions of the building code or the approved site plan. All work shall proceed in a timely fashion and be done in a workmanlike manner.	30
BUILDING AND BUILDING REGULATIONS	Sec. 5-17. - Permit application.	The Building Official or designee, may require certain documentation to complete the permitting application process including, but not limited to, pictures, maps, sealed plans, survey, specifications, calculations and any other documents that are necessary to further the permitting application process. (Ord. No. 13-09-01, § 2, 9-11-13)	30
FLORIDA BUILDING CODE	105.1 Permit Required	Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, remove, demolish or to change the occupancy any building, structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by the Code, or to cause any such work to be done; shall first make application to the Building Official and/or Fire Code Official as indicated in FFPC or a duly authorized representative and obtain the required permits.	30

Notes/Means of Correction:

Amended 05/16/2024
1. Installed multiple windows without a Building Permit. Obtain plans for after the fact permit and inspections.
2. Exterior repair of west side wall done without a permit. Obtain plans for after the fact permit and inspections.
3. Performed a major repair or remodel including but not limited to kitchen and bathroom, interior wall finish, electrical and plumbing. Obtain plans for after the fact permit and inspections.
Double permit fee assessed. Contact the Building Dept. for permit inquiry at 954-966-4600, ext. 182.

If the referenced violations are corrected within the number of days noted above from the date of issuance of this notice, you must contact the Code Compliance Officer at (954) 966-4600 ext. 215.

Should all violations not be corrected and approved by the undersigned Building Official by the date and time specified above, you will be required to appear at the prosecution of this matter before the Town's Code Compliance Special Magistrate pursuant to Chapter 7 of the Town of Pembroke Park Code of Ordinances and Chapter 162, Florida Statutes.

Steve Pizzillo CBO



Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

CODE COMPLIANCE NOTICE OF VIOLATION

Sent To:	**Case #:**	**Date:**
Geoffrey Jacobs 3120 W Hallandale Beach Blvd, Lot 622 Pembroke Park, FL 33009	9026	05/16/2024

Property Owner:	**Property Description:**	**Certified Mail #:**
Geoffrey Jacobs 3120 W Hallandale Beach Blvd, Lot 622 Pembroke Park, FL 33009	514229000300	

Legal Description:	**AKA:**
29-51-42 PT OF SE1/4 OF NE1/4 DESC AS BEG NW COR OF SE1/4 OF NE1/4,ELY 15, SLY 50 FOR POB,ELY 495.10,SLY 200.24,WLY 95.74,SLY 63.28,SELY 169.20,SWLY 13.93,WLY 77.37,SELY 125.24,CONT SELY 31.57,SLY 80.38 ELY 43.89,SELY 70.07,SLY 635.63, WLY 323.53,NLY 673.71,WLY 320.55 NLY 623.65 TO POB TOGET WITH W 15 OF NW1/4 OF SE1/4 OF NE1/4 LESS N 50 & TOGET WITH W1/2 OF SW1/4 OF SE1/4 OF NE1/4	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Lot 622

YOU ARE HEREBY NOTIFIED that the undersigned inspector alleges that on 5/16/2024 the following violation(s) of the Town of Pembroke Park Code of Ordinances existed on the property above:

Ordinance/Regulation	Section	Description	Days to Comply from Date of this Notice
553.73	553.73 Florida Building Code.—	(1)(a) The commission shall adopt, by rule pursuant to ss. 120.536(1) and 120.54, the Florida Building Code which shall contain or incorporate by reference all laws and rules which pertain to and govern the design, construction, erection, alteration, modification, repair, and demolition of public and private buildings, structures, and facilities and enforcement of such laws and rules, except as otherwise provided in this section.	30

TOWN OF PEMBROKE PARK
3150 S.W. 52nd Avenue
PEMBROKE PARK, FLORIDA 33023-5499



quadient
FIRST-CLASS MAIL
IMI
$000.64 9
05/17/2024 ZIP 33023
043M30245597
US POSTAGE

NOV

Sent To:

Geoffrey Jacobs

3120 W Hallandale Beach Blvd, Lot 622
Pembroke Park, FL 33009

Case #:

9026

Property Owner:

TOWN OF PEMBROKE PARK
3150 S.W. 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023



quadient
FIRST-CLASS MAIL
IMI
$000.64 9
05/17/2024 ZIP 33023
043M30245597
US POSTAGE

HOLIDAY HALLANDALE MHC LLC
NOV #9026
3140 W HALLANDALE BEACH BLVD,
PEMBROKE PARK, FL 33009

TOWN OF PEMBROKE PARK

3150 S.W. 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023



quadient
FIRST-CLASS MAIL
IMI
$000.64 0
05/17/2024 ZIP 33023
043M30245597

US POSTAGE

HOLIDAY HALLANDALE MHC LLC
NOV #9026
8800 NORTH BRONX AVE 2ND
FLOOR SKOKIE IL 60077

Joseline Ramirez

From: Chandler Williamson
Sent: Wednesday, June 19, 2024 8:50 AM
To: Geoffrey Jacobs
Cc: Jacob G. Horowitz; Samuel S. Goren; mpizzi@pizzilaw.com; Joseline Ramirez
Subject: RE: Request for Special Magistrate

Commissioner Jacobs,

Thank you for providing that review involving the Code Enforcement violations. As it pertains to the specific violations, a review will be conducted to ensure timely Special Magistrate Hearings are appropriately being scheduled for residents.

Please expect a response from the Town within the next 24 hours of receiving this email.

Thank you,

From: Geoffrey Jacobs <gjacobs@tppfl.gov>
Sent: Tuesday, June 18, 2024 5:38 PM
To: Chandler Williamson <cwilliamson@tppfl.gov>
Cc: Jacob G. Horowitz <JHorowitz@gorencherof.com>; Samuel S. Goren <SGoren@gorencherof.com>; mpizzi@pizzilaw.com
Subject: Request for Special Magistrate

Town Manager Williams,

I am bringing to your attention several concerns regarding actions taken against my families business, Emelia's Espresso, and my personal residence that I believe were unjust, unconstitutional and preempted by the state of Florida.

Firstly, during Mayor Ashira Mohammed dictatorship in Pembroke Park, the Chief Code Enforcement Officer, Jocelyn Ramirez, issued violations against my families business Emelia's Espresso. These violations were based on items preempted by state law and were ultimately dismissed as unfounded.

In August 2023, Mayor Mohammed requested the drafting of a city ordinance targeting food trucks. This ordinance was clearly directed at the only legally licensed food truck owned by my wife and me, but was passed by all four commissioners. I abstain from the vote. In May 2024, our business was once again targeted under this new ordinance passed by the commission, and a violation was issued by enforcement without providing my business a copy of the violation.

Secondly, in October 2023, my home was subjected to frivolous violations under the Florida Building Code by the Building Official, Steve Pizillo, who is the husband of the Town Clerk, Marlin Martel. This action appeared to be in cahoots with Mayor Mohammed and Town Clerk Martel. I requested a hearing before the special magistrate regarding these frivolous violations in November 2023, but the town has

not brought the matter forward. On May 16, 2024, the Building Official amended and re-served the complaint.

Furthermore, the town has yet to provide a date for the special magistrate for my legal counsel and me to rectify this matter with the Town of Pembroke Park. The denial of my right to due process to clear these violations has put me in a position where I am facing possible eviction from my community. Moreover, I cannot sell my home with open violations, further infringing on my constitutional rights.

I urge you to review these actions and address the lack of due process and the apparent targeting of my home and my families businesses. Your attention to these matters is greatly appreciated. My legal counsel, Michael Pizzi, and I are ready to resolve this issue promptly.

Sincerely,

Commissioner Geoffrey Jacobs
Town of Pembroke Park
GJacobs@TPPFL.Gov
3150 SW 52 Avenue
Pembroke Park, FL 33023
(Office) 954-966-4600

I firmly commit to the principles of truth, transparency, and accountability in governance. As I have repeatedly declared, any actions that are illegal, unethical, or immoral will not be tolerated and must be reported to the appropriate authorities. Our residents, business owners, and the public at large deserve nothing less than a municipal government that operates with integrity and unwavering dedication to the highest ethical standards. Commissioner Geoffrey Jacobs

To: Joseline Ramirez, Chief Code Compliance Officer

From: Steve Pizzillo, CBO, Interim Building Official

Reason: Holiday park 622

Date: May 4, 2024

Officer Ramirez the following are my findings for the above mentioned violation:

The first set of pictures that were provided to assorted members of the city and media showed that the above-mentioned mobile home had had the exterior portion of the skin removed from the west side of the unit. You as a Code Officer are restricted from citing this property because of Florida statute prohibiting those enforcing county and municipal ordinances from acting on anonymous tips. According to a finding from the legal counsel of the Broward County Board of Rules and Appeal I, acting as the Building Official, enforcing State of Florida statute can.

The Florida Building Code does not address the requirements of Manufactured/Mobile Housing because they are not under the jurisdiction of the Florida Building Commission. Mobile/Modular Housing is under the jurisdiction of the Florida Department of Highway Safety and Motor Vehicles. They have produced a procedure paper (MHS-24) depicting the requirements for these units.

Under a Level 1 – Ordinary Repair and Remodel it states that:

"Ordinary repairs are nonstructural repairs. These types of construction and repair that neither local government nor the department may require permitting or other oversight. Thus, a mobile homeowner can perform these repairs without the Necessity of local permitting or department approval."

Although in the past, from revies of violations and permitting previous Building Officials have had violations placed and required permits for what was classified as ordinary repairs.

In the case of the above-mentioned address this went beyond an ordinary repair once, in my opinion as the Authority Having Jurisdiction, the requirement of new insulation, framing replacement and repair and new sheathing occurred.

As stated on page 4 of Procedure # MRS-24:

"Ordinary repairs do not include:

The cutting away of any structural wall, portion or portion thereof."

Vinyl siding is not structural but once sheathing becomes part of the equation it becomes structural and would require permitting as described in major Repair or Remodel. Also shown in the second set of pictures where floor framing looks to have been compromised.

A major repair or remodel of a mobile home will require an engineers' plan, or blueprint to show that it is a deviation from the original home. Work is considered a deviation from the original home if:

(1) The materials being used are heavier than the original materials

As seen in the second set of pictures which show durock in the wet areas and a tile/stone finish.

(4) If the repair or remodel involves major electrical plumbing work

Major electrical repair or remodel is described as replacement of receptacles and switches, new wiring, replacement of main panel box.

It also states that any electrical work is a major repair which is shown in the remodel of the bathroom and kitchen and a new tankless water heater.

Major plumbing repairs or remodeling constitutes a remodel f a bathroom and remodeling a kitchen which where both done.

It sates that owners should check with their local jurisdiction to determine permitting requirements. It then goes on to state the above-mentioned requirements of major repair and remodeling. Also this jurisdiction, prior to me being named Interim Building Official, on a regular basis required permits for exactly the type of work present here.

Joseline Ramirez

From: Joseline Ramirez
Sent: Tuesday, November 21, 2023 1:04 PM
To: Geoffrey Jacobs
Cc: Michael Pizzi; Sam Goran; jhorowitz@gorencherof.com; Steve Pizzillo
Subject: RE: Violation #9026

Good afternoon Mr. Jacobs,

I hope to find you well, I am in receipt of your email. At this time there is no hearing scheduled for Case 9026. However, I will notify you when Case 9026 is scheduled for a hearing.

Regards,

Joseline Ramirez
Chief Code Compliance Officer

P: (754) 210-5893 / jramirez@tppfl.gov

Town of Pembroke Park / Code Compliance Dept.

3150 SW 52nd Avenue, Pembroke Park, FL 33023

Website: www.tppfl.gov

-----Original Message-----
From: Geoffrey Jacobs <grjacobsaz@gmail.com>
Sent: Friday, November 17, 2023 12:42 PM
To: Joseline Ramirez <jramirez@tppfl.gov>
Cc: Michael Pizzi <mpizzi@pizzilaw.com>; Sam Goran <sgoren@gorencherof.com>; jhorowitz@gorencherof.com
Subject: Violation #9026

Please place violation #9026 on the next special magistrate meeting. Please confirm with date and time.

Geoffrey Jacobs
954-477-1434
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.

From: Town Clerk
To: Joseline Ramirez; Steve Pizzillo; Steve Pizzillo
Subject: Work without permit
Date: Tuesday, November 14, 2023 2:53:28 PM
Attachments: Jacobs work at home.docx

Hello,

Attached are the pictures mentioned on the dais related to Commissioner Jacobs interior renovations.

Regards,

Marlen D. Martell, MPA, CMC, CFM
Town Clerk
Town of Pembroke Park
954.966.4600 ext. 235 | townclerk@tppfl.gov
www.tppfl.gov
3150 SW 52nd Avenue, Pembroke Park, FL 33023

The Town of Pembroke Parks Clerk's Office is committed to serving the community as the Town's records custodian; Supervisor of Elections; assisting the public in accessing public documents and information; and to provide services in a timely, accurate and professional manner.

Moving our Town forward

Joseline Ramirez

From: Joseline Ramirez
Sent: Monday, November 6, 2023 12:35 PM
To: Geoffrey Jacobs
Cc: Aleem Ghany; Sam Goran; jhorowitz@gorencherof.com; Steve Pizzillo; Town Clerk
Subject: RE: Case 9026
Attachments: Case #9026.pdf; 3120 W HBB Lot 622.pdf

Tracking:

Recipient	Read
Geoffrey Jacobs	
Aleem Ghany	
Sam Goran	
jhorowitz@gorencherof.com	
Steve Pizzillo	
Town Clerk	Read: 11/6/2023 12:41 PM

Good afternoon Mr. Jacobs,

Per your request, please find attached the file for Case #9026.

Regards,

Joseline Ramirez
Chief Code Compliance Officer
P: (754) 210-5893 / jramirez@tppfl.gov.com
Town of Pembroke Park **/ Code Compliance Dept.**
3150 SW 52nd Avenue, Pembroke Park, FL 33023
Website: www.tppfl.gov

From: Geoffrey Jacobs <grjacobsaz@gmail.com>
Sent: Friday, November 3, 2023 3:54 PM
To: Joseline Ramirez <jramirez@tppfl.gov>
Cc: Aleem Ghany <aghany@tppfl.gov>; Sam Goran <sgoren@gorencherof.com>; jhorowitz@gorencherof.com
Subject: Case 9026

I hereby formally request the complete code enforcement file and all photographic for case number 9026. Purpose is to thoroughly assess the specific alleged infractions and its precise location at 3120 W Hallandale Beach Blvd, Lot 622, Hallandale, FL 33009-5100.

Attached is the letter received on November 03, 2023.

Geoffrey Jacobs
954-477-1434

Town o
3150
Pembroke

Sent To:

Geoffrey Jacobs

3120 W Hallandale Beach Blvd, Lot 622
Pembroke Park, FL 33009

Property Owner:

Geoffrey Jacobs

3120 W Hallandale Beach Blvd, Lot 622
Pembroke Park, FL 33009

Legal Description:

29-51-42 PT OF SE1/4 OF NE1/4 DESC AS

Town of P
3150 SW
Pembroke Pa

CODE COMPLIANC

Sent To:

Ca

Geoffrey Jacobs

902

3120 W Hallandale Beach Blvd, Lot 622
Pembroke Park, FL 33009

Property Owner:

Pro

Geoffrey Jacobs

514

UILDING CODE	105.1 Permit Required

Notes/Means of Correction:

1. Installed multiple windows without a Buildi
2. Exterior repair of west side wall done with
Double permit fee assessed. Contact the Bui

If the referenced violations are corre
issuance of this noti

Should all violations not be corrected an
and time specified above, you will be require
Town's Code Compliance Special Magistrate
Code of Ordinances and Chapter 162, Florid

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.

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

CODE COMPLIANCE NOTICE OF VIOLATION

Sent To:	Case #:	Date:
Geoffrey Jacobs 3120 W Hallandale Beach Blvd, Lot 622 Pembroke Park, FL 33009	9026	10/27/2023

Property Owner:	Property Description:	Certified Mail #:
Geoffrey Jacobs 3120 W Hallandale Beach Blvd, Lot 622 Pembroke Park, FL 33009	514229000300	

Legal Description:	AKA:
29-51-42 PT OF SE1/4 OF NE1/4 DESC AS BEG NW COR OF SE1/4 OF NE1/4,ELY 15, SLY 50 FOR POB,ELY 495.10,SLY 200.24,WLY 95.74,SLY 63.28,SELY 169.20,SWLY 13.93,WLY 77.37,SELY 125.24,CONT SELY 31.57,SLY 80.38 ELY 43.89,SELY 70.07,SLY 635.63, WLY 323.53,NLY 673.71,WLY 320.55 NLY 623.65 TO POB TOGET WITH W 15 OF NW1/4 OF SE1/4 OF NE1/4 LESS N 50 & TOGET WITH W1/2 OF SW1/4 OF SE1/4 OF NE1/4	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Lot 622

YOU ARE HEREBY NOTIFIED that the undersigned inspector alleges that on 10/27/2023 the following violation(s) of the Town of Pembroke Park Code of Ordinances existed on the property above:

Ordinance/Regulation	Section	Description	Days to Comply from Date of this Notice
553.73	553.73 Florida Building Code.—	(1)(a) The commission shall adopt, by rule pursuant to ss. 120.536(1) and 120.54, the Florida Building Code which shall contain or incorporate by reference all laws and rules which pertain to and govern the design, construction, erection, alteration, modification, repair, and demolition of public and private buildings, structures, and facilities and enforcement of such laws and rules, except as otherwise provided in this section.	30

FLORIDA BUILDING CODE 105.1 Permit Required	Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, remove, demolish or to change the occupancy any building, structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by the Code, or to cause any such work to be done; shall first make application to the Building Official and/or Fire Code Official as indicated in FFPC or a duly authorized representative and obtain the required permits.	30

Notes/Means of Correction:

1. Installed multiple windows without a Building Permit. Obtain plans for permit and inspections.
2. Exterior repair of west side wall done without a permit. Obtain plans for permit and inspections. Double permit fee assessed. Contact the Building Dept. for permit inquiry at 954-966-4600, ext. 182.

If the referenced violations are corrected within the number of days noted above from the date of issuance of this notice, you must contact the Building Official at (954) 966-4600.

Should all violations not be corrected and approved by the undersigned Building Official by the date and time specified above, you will be required to appear at the prosecution of this matter before the Town's Code Compliance Special Magistrate, pursuant to Chapter 7 of the Town of Pembroke Park Code of Ordinances and Chapter 162, Florida Statutes.

Steve Pizzillo
Building Official

TOWN OF PEMBROKE PARK
3150 S.W. 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023

Corporation Service Company
Nov #9026.
1201 Hays street,
Tallahassee, FL 32301.

quadient
FIRST-CLASS MAIL
IMI
$000.63 0
10/27/2023 ZIP 33023
043M30245597
US POSTAGE

TOWN OF PEMBROKE PARK
3150 S.W. 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023

Holiday Hallandale MHC LLC
Nov #9026.
8800 North Bronx Ave
2nd Floor
Skokie, IL, 60077.

quadient
FIRST-CLASS MAIL
IMI
$000.63 0
10/27/2023 ZIP 33023
043M30245597
US POSTAGE

TOWN OF PEMBROKE PARK
3150 S.W. 52nd Avenue
PEMBROKE PARK, FLORIDA 33023-5499



quadient
FIRST-CLASS MAIL
IMI
$000.63 0
10/27/2023 ZIP 33023
043M30245597
US POSTAGE

NOV

Sent To:

Geoffrey Jacobs

3120 W Hallandale Beach Blvd, Lot 622
Pembroke Park, FL 33009

Case #:

9026

TOWN OF PEMBROKE PARK
3150 S.W. 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023



quadient
FIRST-CLASS MAIL
IMI
$000.63 0
10/27/2023 ZIP 33023
043M30245597
US POSTAGE

Holiday Hallandale MHC LLC
NOV #9026.
3140 W Hallandale Beach Blvd,
Pembroke Park, FL 33009.

To Mayor and Commissioners

I need to bring to your attention some information I have come across about one of the elected officials that currently sits during your meetings. Commissioner Jacobs always talks about how he is always doing the right thing for the town.

He did remodification to his house. Please, you all must deal with this. The pictures show the outside, but I also saw lots of materials being brought inside.

Look at all this work was he permitted to do this. I never saw any inspectors come to the house.

He spent our money on meals and clothes who watches him.

I feel the need to send this anonymously, so this individual does not come after me like I have seen him do with others.

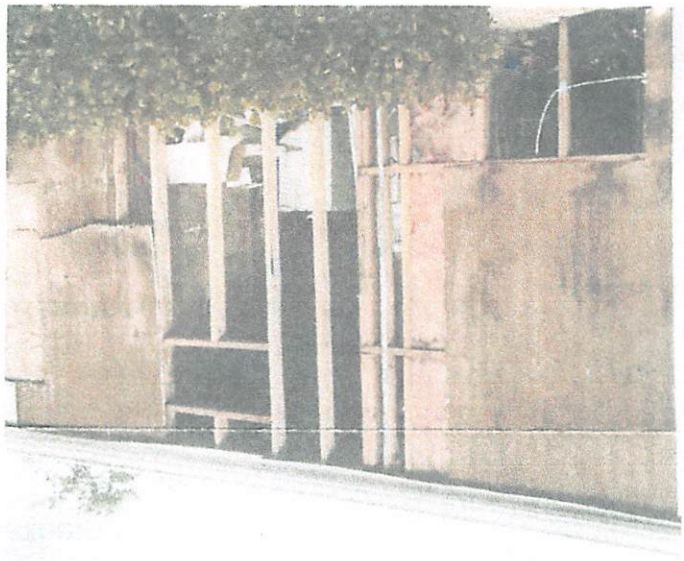
Please please have someone look into it doesn't seem right!

CC

Mayor Ashira Mohammed
Vice Mayor Erik Morrissette
Clerk Commissioner William Hodgkins
Acting Clerk Commissioner Musfika Kashem
Acting Town Manager Aleem Ghany
Town Attorney
City Clerk Marlen Martell
Building Official
Code Compliance Supervisor Joseline Ramirez
WSVN Chanel 7 Reporter
WPLG Chanel 10 Reporter
Sun Sentinel Reporter
Miami Hearld Reporter

OCT 12 PM 2:11

Exhibit 1







To Mayor and Commissioners

I need to bring to your attention some information I have come across about one of the elected officials that currently sits during your meetings. Commissioner Jacobs always talks about how he is always doing the right thing for the town.

He did remodification to his house. Please, you all must deal with this. The pictures show the outside, but I also saw lots of materials being brought inside.

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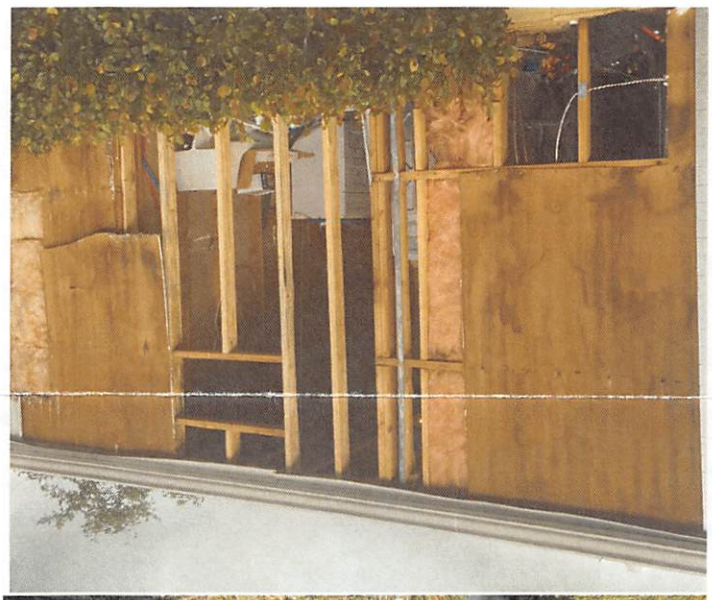
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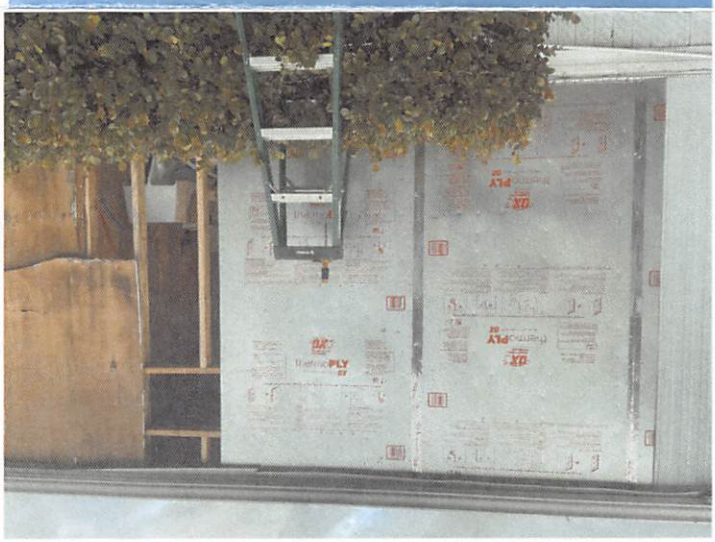
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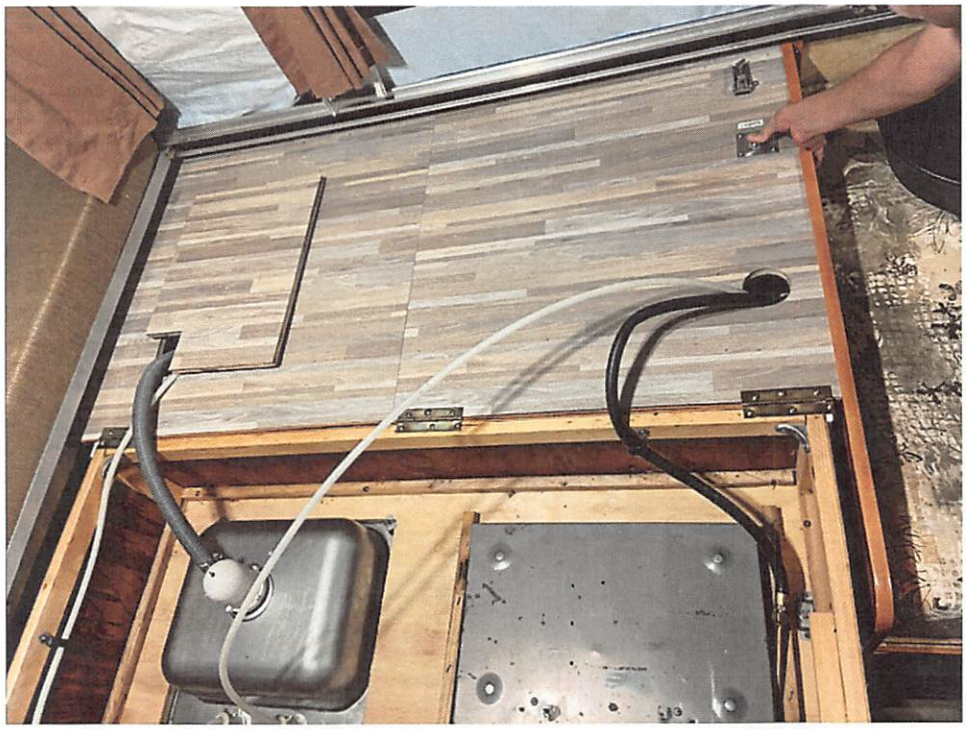
CC

Mayor Ashira Mohammed
Vice Mayor Erik Morrissette
Clerk Commissioner William Hodgkins
Acting Clerk Commissioner Musfika Kashem
Acting Town Manager Aleem Ghany
Town Attorney
City Clerk Marlen Martell
Building Official
Code Compliance Supervisor Joseline Ramirez
WSVN Chanel 7 Reporter
WPLG Chanel 10 Reporter
Sun Sentinel Reporter
Miami Hearld Reporter



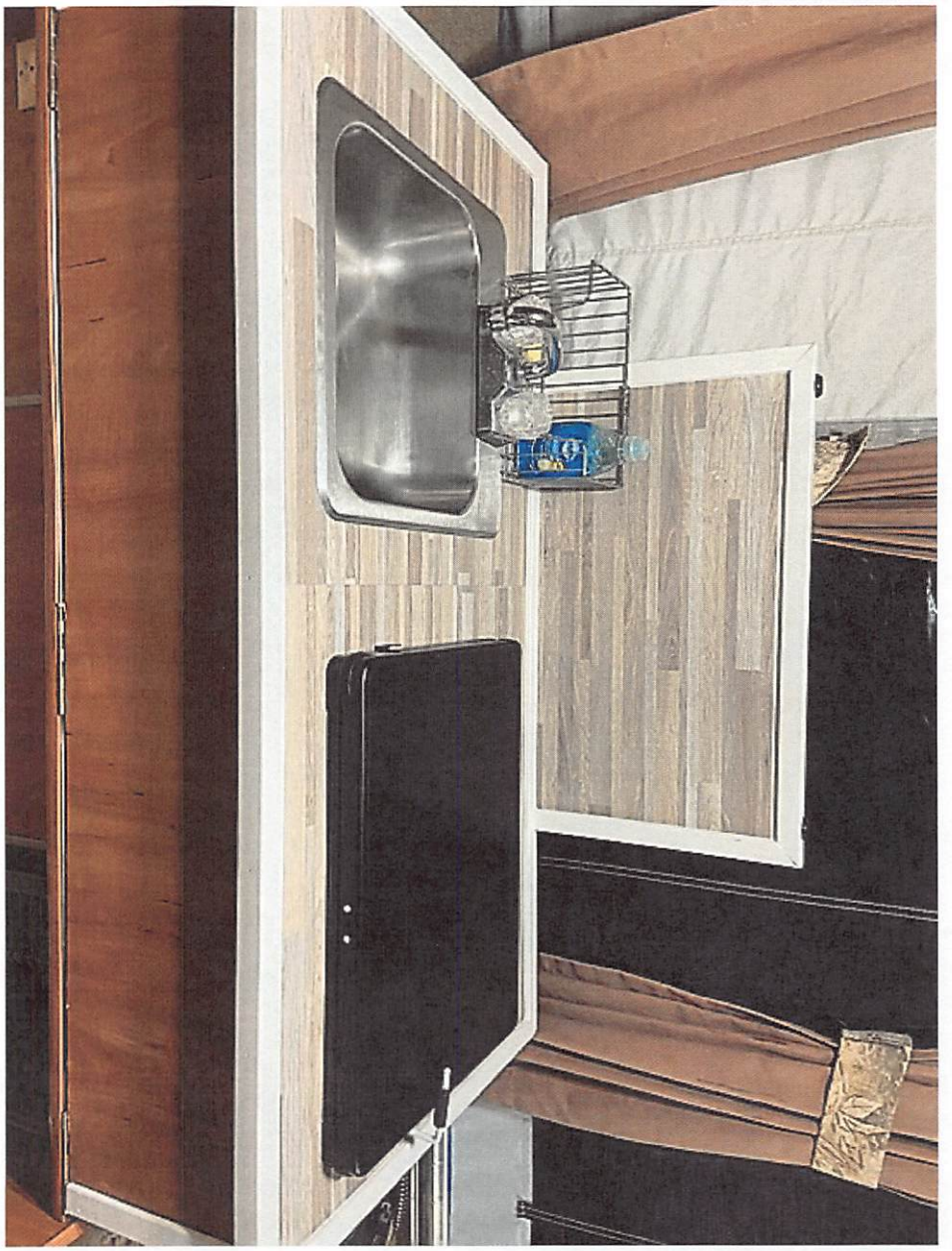
















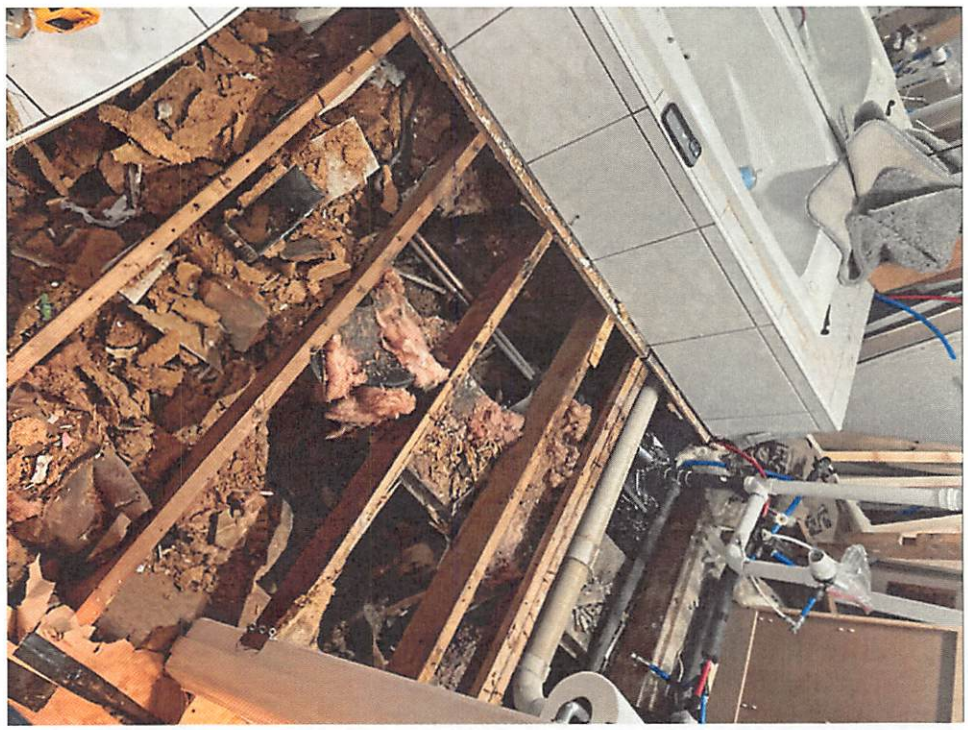









USG DUR
Cement Board



DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Limited Liability Company
HOLIDAY HALLANDALE MHC, LLC

Filing Information

Document Number	M14000003856
FEI/EIN Number	47-1194906
Date Filed	06/04/2014
State	DE
Status	ACTIVE

Principal Address

8800 NORTH BRONX AVENUE
2ND FLOOR
SKOKIE, IL 60077

Changed: 02/22/2023

Mailing Address

8800 NORTH BRONX AVENUE
2ND FLOOR
SKOKIE, IL 60077

Changed: 04/07/2016

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Authorized Person(s) Detail

Name & Address

Title MANAGER

HOLIDAY MANAGER, LLC
8800 NORTH BRONX AVENUE
2ND FLOOR
SKOKIE, IL 60077

Title SIGNATORY



MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	3140 W HALLANDALE BEACH BOULEVARD, PEMBROKE PARK FL 33009
Property Owner	HOLIDAY HALLANDALE MHC LLC
Mailing Address	8800 NORTH BRONX AVE 2ND FLOOR SKOKIE IL 60077

ID #	5142 29 00 0300
Millage	0613
Use	28-03

Abbr Legal Description	29-51-42 PT OF SE1/4 OF NE1/4 DESC AS BEG NW COR OF SE1/4 OF NE1/4,ELY 15, SLY 50 FOR POB,ELY 495.10,SLY 200.24,WLY 95.74,SLY 63.28,SELY 169.20,SWLY 13.93,WLY 77.37,SELY 125.24,CONT SELY 31.57,SLY 80.38 ELY 43.89,SELY 70.07,SLY 635.63, WLY 323.53,NLY 673.71,WLY 320.55 NLY 623.65 TO POB TOGET WITH W 15 OF NW1/4 OF SE1/4 OF NE1/4 LESS N 50 & TOGET WITH W1/2 OF SW1/4 OF SE1/4 OF NE1/4

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2024 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2024	$5,972,850	$220,080	$6,192,930	$5,803,240	
2023	$5,972,850	$220,080	$6,192,930	$5,275,680	
2022	$5,972,850	$220,080	$6,192,930	$4,796,080	$109,869.41

2024 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$6,192,930	$6,192,930	$6,192,930	$6,192,930
Portability	0	0	0	0
Assessed/SOH	$5,803,240	$6,192,930	$5,803,240	$5,803,240
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$5,803,240	$6,192,930	$5,803,240	$5,803,240

Sales History

Date	Type	Price	Book/Page or CIN
7/25/2014	DRR-T		112430220
7/7/2014	SWD-D	$5,035,000	112397766
7/14/2006	QC*	$100	42486 / 1671

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
$8.00	746,606	SF
Adj. Bldg. S.F. (Card, Sketch)		4655
Eff./Act. Year Built: 1978/1969		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
06								
S								
39040								

STATE OF FLORIDA

Mail Lien Satisfaction to: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, FL 32399-0500

T# 963625099
B# 1876350

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
1268B	1973	DODG	HS	50'		11272099

Registered Owner:

GEOFFREY RYAN JACOBS
3120 W HALLANDALE BEACH BLVD # 622
HALLANDALE, FL 33009-5100

Date of Issue 05/04/2017

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

Mail To:

GEOFFREY RYAN JACOBS
3120 W HALLANDALE BEACH BLVD # 622
HALLANDALE, FL 33009-5100

IMPORTANT INFORMATION

1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: http://www.hsmv.state.fl.us/html/titlinf.html

CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
1268B	1973	DODG	HS	50'		11272099

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
FL	UNK				PRIVATE	11/30/2010

Odometer Status or Vessel Manufacturer or OH use	Hull Material	Prop	Date of Issue
			05/04/2017

Registered Owner
GEOFFREY RYAN JACOBS
3120 W HALLANDALE BEACH BLVD # 622
HALLANDALE, FL 33009-5100

1st Lienholder
NONE

DIVISION OF MOTORIST SERVICES — TALLAHASSEE — FLORIDA — DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Robert R. Kynoch
Director

Terry L. Rhodes
Executive Director

Control Number 128250965

10 /7 128250965

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to

Seller Must Enter Purchaser's Name:_____ Address:_____

Seller Must Enter Selling Price:_____ Seller Must Enter Date Sold:_____

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads |_|_|_|_|_|_|X| (no tenths) miles, date read_____ and I hereby certify that to the best of my knowledge the odometer reading:

☐ 1. reflects ACTUAL MILEAGE. ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here:_____ CO-SELLER Must Sign Here:_____

Print Here:_____ Print Here:_____

Selling Dealer's License Number:_____ Tax No.:_____ Tax Collected:_____

Auction Name:_____ License Number:_____

PURCHASER Must Sign Here:_____ CO-PURCHASER Must Sign Here:_____

Print Here:_____ Print Here:_____

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE.

HSMV 82250 (REV. 3/15) STATE OF FLORIDA

Agenda Item Report

Subject:	Discussion on the Building Department and EOC Construction on the third floor — Sponsored by Mayor Jacobs
Meeting Date:	Workshop Commission Meeting - May 27, 2026
Prepared For:	Workshop Commission
Staff Contact:	Geoffrey Jacobs, Mayor
Dept/Group:	Commission
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Building Dept._Construction Contract Documents and Specifications
2. 97237 - A-1

CONSTRUCTION CONTRACT DOCUMENTS
AND
SPECIFICATIONS

FOR

BID NO. ITB 23-03

BUILT OUT IMPROVEMENT FOR THE BUILDING DEPARTMENT

TOWN OF PEMBROKE PARK
3150 SW 52ND AVENUE
PEMBROKE PARK, FL 33023
(954) 966-4600

TOWN OF PEMBROKE PARK

BID NO. ITB 23-03

TABLE OF CONTENTS

BID NO. ITB 23-03
BUILT-OUT IMPROVEMENTS FOR THE BUILDING DEPARTMENT

BIDDING REQUIREMENTS

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Special Instructions 15

Bid Form. 16

Certificate of Compliance with FL Trench Safety Act 21

Questionnaire 22

Drug-Free Workplace Form 27

Bid Bond. 28

CONTRACT FORMS

Contract 30

Public Construction Bond 51

Final Receipt 53

CONDITIONS OF CONTRACT

General Conditions ..... GC-1 through GC-25

Special Conditions ..... SC-1 though SC-8

CDBG Boilerplate ..... 1 though 39

Staging Areas .....Exhibits A, B, C & D

TECHNICAL SPECIFICATIONS

Specifications ..... 1 through 158

Number of Drawing Pages 18

INVITATION TO BID

TOWN OF PEMBROKE PARK
INVITATION TO BID
BUILT-OUT IMPROVEMENTS FOR THE BUILDING DEPARTMENT
BID NO. ITB 23-03

Notice is hereby given that the Commission of the Town of Pembroke Park, Florida, is advertising for sealed Bids which will be received by the Town Clerk, or designee, until **2:00 P.M. on Thursday, March 16, 2023,** at which time they will be opened and read aloud publicly by the Town Clerk or designee. Any Bids received after the time specified will not be accepted. The Bids shall be for the following project:

BUILT-OUT IMPROVEMENTS FOR THE BUILDING DEPARTMENT
BID No. ITB 23-03

The Bid shall provide for provision of all material, labor and supervision required for the demolition, and new built out of the Building Department at the Third floor of the Town Hall shall be provided.

The specifications and contract documents pertaining thereto which may be examined or obtained from Lucie Manzerolle, Building Manager at the Town of Pembroke Park, 3150 SW 52 Avenue, Pembroke Park, FL 33023.

The Drawings, Specifications and Contract Documents can be downloaded at the following link:

http://www.tppfl.gov/departments/bid-openings/

Bidders must confine their Bids to the project in its entirety. Partial Bids will not be accepted. Each Bidder must submit with its Bid evidence that the Bidder is licensed to perform the work and services to complete the project.

The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes, or additional information may be provided by the Town. It shall be the responsibility of each Bidder, during and prior to Bid submittal, to visit the Town of Pembroke Park link at http://www.tppfl.gov/departments/bid-openings/ or contact Lucie Manzerolle, Building Manager at 954-966-4600 ext. 301 to determine if addendums were issued to the Bid documents and to obtain such addendums from the online bidding website.

The Town will make every effort to notify registered Bidders by e-mail that an addendum has been made to the Bid documents. The Town, however, shall not be responsible for providing notice of addenda to potential Bidders who receive a Bid package from other sources. Bidders requesting addendums to be sent via U.S. mail or a mail service will be at Bidder's cost.

The Town of Pembroke Park shall not be held responsible for the content of Bid packages obtained from any third-party source.

3150. Pre-Bid Meeting

The Town will hold a **PRE-BID MEETING on February 24, 2023, at 10:00 A.M.** in the Town Hall's Commission Chambers and the Pre-Bid Meeting will be open to all interested parties, at which time Town personnel will be present to answer questions and explain the intent of the Bid Documents. **Attendance at the Pre-Bid Meeting is mandatory for all Bidders.**

2. Site Inspection/Site Visit

Attendance to the site for inspection following the Pre-Bid Meeting is mandatory.

At the site visit, Bidders will be allowed to visually inspect the existing areas where services are to be performed.

A complete and full inspection of the site is each Bidder's responsibility. After the Bid has been awarded, no extra charge or compensation will be allowed to the selected Bid proposal by the Town as a result of differences between the actual materials and labor required to complete the project and the materials and labor used to prepare the Bid.

Site Visit

Immediately following the Pre-Bid Meeting. See Pre-Bid Meeting location and time referenced in item 1 of this section. Site visit will be conducted after Pre-Bid Meeting is concluded. All Bidders are welcome to enter the scope of work area for additional investigation and/or observation.

Any questions a Bidder may have during and/or as a result of the site visit shall be directed to the Town in writing as detailed in Item 1A of the Instructions to Bidders. Any statements made by Town representatives during any site visit are not binding on the Town.

3. Each Bid shall be accompanied by a Bid security in the form of an original surety company Bid bond for the Bidder, issued by a surety authorized to transact business in Florida, or certified check, drawn upon any State or National bank in Florida, payable to the Town of Pembroke Park in an amount not less than five percent (5%) of the amount of the total Bid.

If a Bid bond is submitted on a form other than that provided aforesaid, such submission may result in the Bid being declared non-responsive.

Any Bid received without a valid Bid security will be rejected. Faxed Bid bonds will not be acceptable.

Upon written request of the Bidder, the Bid security will be returned to all Bidders, except the three lowest Bidders, within **ten (10) calendar days** after the opening of Bids, and the remaining Bid securities will be returned upon written request within **ten (10) calendar days** after the Town and the successful Bidder have executed the Contract, or if no Contract has been awarded, **within 90 days** after the date of opening of Bids, or upon demand of Bidder at any time thereafter, so long as the Bidder has not been notified of acceptance of its Bid. Written request for return of Bid security as detailed above shall be submitted to *lmanzerolle@tppfl.gov*. Bid bond will be returned by U.S. mail only upon such written request.

If the successful Bidder does not execute the Contract as contained in the Contract Documents and furnish the required documentation within **fourteen (14) days** of the date of Notice of Award, the Bid security of the successful Bidder shall be paid to and retained by the Town as liquidated

damages. The Bidders agree with the Town that the amount of Bid security fairly and reasonably represents the amount of damages the Town will suffer due to the failure of the Bidder to fulfill its obligations required herein. The Bidder further agrees it will not seek a refund, not claim, controvert, or contest the Town's retention of the Bid security.

4. Bidders will be permitted to withdraw their Bids at any time prior to Bid opening, but not thereafter.

5. The successful Bidder identified on the Signature of Bidder Form shall be required to provide a **Public Construction Bond** in the amount of **one hundred percent (100%)** of the Contract amount. The form of the bond shall be substantially in the form prescribed by Section 255.05, Florida Statutes. The bond is subject to approval by the Town.

6. Bidders shall endeavor to make maximum use of domestic construction materials, and shall comply with OSHA and all federal, state, and local laws, ordinances, rules, and regulations that in any way affect the work.

7. The Town will not award a Bid to any Bidder who cannot prove to the satisfaction of the Town that the Corporation/Partnership/Individual identified on the Signature of Bidder Form has satisfactory written references for work similar to the work being Bid upon. References that are for work performed by a parent corporation or affiliated subsidiary will not be considered by the Town. The Town requires a minimum of three (3) satisfactory references for similar work for this Bid.

   The Bidder shall be the Prime contractor for each reference and each reference shall be from the owner of the project. Similar work shall mean:

   The Bidder shall have a minimum of three (3) satisfactory references showing that the Bidder's firm, with or without the use of subcontractors, has successfully completed at least three (3) projects involving the illumination upgrade of parks/educational campuses, open spaces, and/or parking lots throughout South Florida.

8. The Town will not award a Bid to any Bidder who cannot provide evidence that the Corporation/Partnership/Individual identified on the Signature of Bidder Form has been in business for a minimum of one (1) year prior to the Bid opening date, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.

9. The Town will not award a Bid to any Bidder who is not financially able and organized to successfully carry out the Work covered by the Contract Documents in the required time.

10. Bidder identified on the Signature of Bidder Form shall be fully licensed at time of Bid opening for type of work to be performed in order for their Bid to be considered. Copies of all applicable certificates and licenses must be submitted with this Bid and must be in the name of the Bidder shown on the Signature of Bidder Form. Should the Bidder not be fully licensed/certified, the Bid shall be rejected.

11. The Town will not award a Bid to any Bidder who cannot perform a minimum of 20% of the work by the firm identified on the Signature of Bidder Form. Bidder must declare what portion of the project will be subcontracted in the Bid submittal. Minimum work percentage shall be defined as all components of the project with the exception of mobilization, administration, overhead and profit.

12. Sealed Bids shall be addressed to the Town of Pembroke Park and plainly marked **" BUILT-OUT IMPROVEMENTS FOR THE BUILDING DEPARTMENT, BID NO. ITB 23-03"** on the outside of the envelope. The Bidder's name and address, the date and hour set for the bid opening shall also be included on the outside of the envelope.

Bidders must follow the Town of Pembroke Park visitor security access procedures when hand delivering bids.

1. Enter building through the entrance door (East side of Town Hall Building).
2. Proceed to the receptionist desk.
3. Present bid for official date/time stamp prior to the closing date and time.

Contact Lucie Manzerolle at 954-966-4600 ext. 301, for further information.

INSTRUCTIONS TO BIDDERS

BID NO. ITB 23-03
BUILT-OUT IMPROVEMENTS FOR THE BUILDING DEPARTMENT

1. EXPLANATION TO BIDDERS

A. Any explanation desired by a Bidder regarding the meaning or interpretation of the Contract Documents shall be requested in writing at least **five (5)** days prior to the Bid Opening. Inquiries shall clearly address the Bid Number and Bid Title in the Subject line and be addressed to the Town's Building Department at:

TOWN OF PEMBROKE PARK
3150 SW 52nd AVENUE
PEMBROKE PARK, FLORIDA 33023
CONTACT: Lucie Manzerolle
EMAIL: lmanzerolle@tppfl.gov

Oral explanation given before the opening of the bid will not be binding. Any interpretation made will be in the form of an addendum. Receipt of all addenda shall be acknowledged by the potential Bidders in their bid submittal. Bidders shall verify addendums issued by visiting the Town of Pembroke Park Purchasing Division Website, Bid-Opening link at www.tppfl.gov/Departments/Bid-Openings/

B. All bidders shall carefully examine the Contract Documents. Any ambiguities or inconsistencies shall be brought to the attention of the Town through written communication with the Town prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision and a waiver of any such ambiguity or inconsistency. The Bidder to whom the bid is awarded shall be required to execute the Contract Documents contained in this bound bid package within **seven (7)** days of bid award.

2. EXISTING CONDITIONS

Each bidder is to acquaint himself thoroughly as to the character and nature of the work to be done. Bidder is to visit the site to ascertain pertinent local conditions by inspection and inquiry, such as the location, accessibility, surface and sub-surface conditions and general character of the site, labor conditions and character and extent of existing work within or adjacent thereto, and any other work being performed thereon.

3. SPECIFICATIONS

Technical Specifications do not include proprietary, exclusionary or discriminator requirements other than those based upon performance, unless such requirements are necessary to test or demonstrate a specific thing or to provide for necessary interchangeability of parts and equipment. Frequently, for demonstrative purposes, at least one brand name or trade name is listed and is followed by the words "or equal". Omission of the words "or equal" does not preclude the Town's right to accept an alternate item which meets the full requirements of the specified item. The Town, or its authorized representative, further reserves the unqualified right, to determine whether any particular item or items of material, or equipment whatsoever, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

4. PREPARATION OF BIDS

A. Each bid shall be legibly written or printed in ink or typed, submitted on the Bid Form, and shall be manually signed in ink by an officer or employee having authority to bind the company or firm. If erasures or other changes appear on the form, each erasure or other change shall be signed or initialed by the person signing the Bid. If initialed, the Town may require the Bidder to identify any alteration so initialed. Bidders are at their own risk when submitting bid forms that have been reproduced/scanned. Bid submittals with reproduced/scanned bid form pages that do not exactly match the original bid document may result in the Town determining that the bid submittal is non- responsive.

B. The unit price will prevail in the event of extension error(s), and the Bidder's total offer will be corrected accordingly. If there are addition errors, the Bidder's grand total will be corrected accordingly. Bidders must check their bid proposal where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

C. All Bidders shall refer to the Specifications for specific requirements relating to submission of details and other information with their bids.

D. All blank spaces in the Bid Form for the Contract bid must be filled in. Bids received without all items completed or with changes or modifications to the Bid Form and/or Contract Documents and/or Specifications will be considered non-responsive and may be completely rejected at the Town's sole discretion.

5. PRE-BID CONFERENCE

A. A Pre-Bid Conference will be held by the Town open, to all interested parties, on **the date and location indicated in the Invitation to Bidders** at which time Town personnel will be present to answer questions and explain the intent of the Bid Documents. All interested parties are urged to attend the pre-bid meeting. Attendance is mandatory.

B. Any conclusions reached at this conference which amend the Bid Documents will be issued in the form of an Addendum.

6. DELIVERY OF BID FORMS

A. Bid Forms with required information including but not limited to Bid Security, a copy of the required license(s), insurance certificates, and items as noted on bidder's checklist shall be enclosed in a sealed envelope addressed to the Town. The envelope shall be identified on the outside with the Bidder's name and address, the date and hour set for the bid opening and the notation: " **BUILT-OUT IMPROVEMENTS FOR THE BUILDING DEPARTMENT, Bid No. ITB 23-03 One (1) original and One (1) electronic copy on USB drive of the bid package are to be submitted for evaluation. Bid submittals via email or fax will not be accepted.**

B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid and Legal Notice, or the modified time and date as indicated by Addendum.

C. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Bid response may not be submitted electronically.

D. Oral, facsimile, telephone or telegraph Bids or Bid Security are invalid and will not receive consideration, including faxed bid security (bid/payment/performance bond) documents.

E. No Bidder shall submit more than one Bid. Multiple Bids under different names will not be accepted from any one firm or association and shall be cause for rejection of all such bids by the Town.

7. PRE-AWARD CONFERENCE

A. The Town may hold a Pre-Award Conference at a time and place to be designated. The lowest and most responsive bidder shall be prepared to discuss with the Town the manner in which he proposes to conduct his work in compliance with all Contract requirements.

B. The lowest and most responsive bidder shall supply to the Project Manager at this meeting, or when otherwise requested, pertinent information to substantiate that:

1. Bidder maintains a permanent place of business.

2. Bidder has adequate plant and equipment to do the work properly and expeditiously.

3. Bidder has suitable financial resources to meet the obligations of the work as they come due.

4. Corporation/Partnership/Individual identified on the Signature of Bidder form has been in business for a minimum of one (1) year and has the appropriate substantial, successful contractual and technical experience in similar work.

5. Bidder will perform a minimum of 20% of the work with his own organization and declare what portion he intends to subcontract.The subcontractors proposed for use

are qualified to perform the work. A listing of proposed subcontractors must be submitted to the Town for approval. The Town reserves the right to disapprove of proposed subcontractors that are found to be unqualified. In addition, the lowest and most responsive Bidder shall produce satisfactory evidence that he and all subcontractors he proposes to use hold applicable valid state, county and local licenses or certificates of competency covering all operations and all requirements of agencies or boards having jurisdiction over the work of this Contract.

6. Bidder has (and will provide to the Town at this time,) copies of all pertinent licenses, certificates of competency, etc. that have not been previously submitted.

7. Bidder has not supplied false, inaccurate, misleading, or exaggerated information, as such shall cause the Bidder to be disqualified from consideration for award.

8. AWARD OF BID

A. The bid, if awarded, will be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in this Invitation for Bid. Bid Forms, Bidder qualifications and other factors will be considered. Award recommendations shall be subject to the approval of the Town Manager, Town Manager designee or Town Commission as provided for in the Town's Code of Ordinances. Award recommendations to be posted on the Town of Pembroke Park Notice Board for a period of three business days prior to making the award.

B. The Town reserves the unqualified right, in the Town's sole and absolute discretion, to reject any and all bids, to re-advertise and resolicit bids for this project, to waive any irregularities, scrivener's errors, technicalities, informalities, or to accept the bid which in the Town's sole and absolute judgment, will under all circumstances, best serve the public interest.

C. If the bid is awarded, the Town will give the successful bidder a Notice of Award within **thirty (30) days** after the date of the bid opening.

D. If the Bidder to whom the bid is awarded does not execute the Contract and furnish the required insurance and other required documentation within **seven (7) days** of the date of Notice of Award, the Bidder shall be considered in default and, at the Town's discretion, the Bid Security shall be paid to the Town as damages and the Town shall have the right to award the bid to another Bidder.

9. CONTRACT AND BOND

The Bidder to whom an award is made shall, within the time established in the Invitation to Bid, execute the Contract with the Town, and shall simultaneously furnish to the Town an executed **Public Construction Bond** in the amount of **one hundred percent (100%)** of the Contract amount. Such surety bond shall be in the form included herein which is substantially in the form prescribed by 255.05 Florida Statutes, conditioned on the faithful performance of the Contract and on the payment of all persons supplying labor and furnishing materials for the Work as required by the applicable laws. The Bond shall be maintained in full force for a period of one year after the date of final completion and acceptance, as a guarantee that the Contractor will make good any faults or defects in the work arising from improper or defective workmanship or materials which may appear during the period. The company acting as surety must appear and remain on the

Treasury Department's most current list (Circular 570, as amended) during construction, guarantee and warranty periods, and shall be licensed to act as surety in the State of Florida, and shall be subject to the Town's approval. Bond shall be a minimum bond rating of Best's rating of "A" and Best's financial size category of not less than Class VII.

10. SUBMITTALS REQUIRED FROM CONTRACTOR

The following submittals shall be required to be provided by the Contractor to the Town at the time of submittal of the Contract Documents to the Town for further execution:

A. Original or certified copy of Certificate of Insurance with all required endorsements/stipulations

B. Public Construction Bond

C. Cost breakdowns,

D. Any other required documentation as stated in the Specifications or drawings.

11. FORMATION OF CONTRACT

The Contract shall not become effective unless and until all the precedent conditions as set forth in the Instruction to Bidders have been completed and accepted by the Town and the Form of Contract has been signed and dated by the Mayor as authorized by the Town Commission.

12. NOTICE TO PROCEED

A Notice to Proceed will be issued by the Town within **thirty (30) days** from date of Contract. The date of commencement of work shall be no later than **five days (5)** after the start date as indicated on the Notice to Proceed.

13. PRE-CONSTRUCTION CONFERENCE

A. A Pre-Construction Conference will be held with the Town, the Engineer, the successful Contractor, and any other interested parties after award of the Contract but before any work is commenced.

B. The Contractor shall supply to the Town for its written approval a detailed Cost Breakdown (Schedule of Values) of all Lump Sum and Total Prices contained in the bid to be used for invoicing purposes.

14. SAFETY AND HEALTH REGULATIONS

Bidders must comply with all applicable Department of Labor, Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-956) and under Section 107 of the Contract Work Hours and Safety Standard Act (PL 91-54) as amended from time to time.

15. LAWS/ORDINANCES

Bidders shall observe and comply with all Federal, state, county, local and municipal laws, ordinances rules and regulations that would apply to this contract. Further, Bidder acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the Town shall have the discretion to unilaterally terminate said agreement.

16. DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the Town for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a Drug Free Workplace shall be given preference in the award process.

17. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

18. CODE OF ETHICS/CONE OF SILENCE

If any bidder violates or is a party to a violation of the Code of Ethics of the Town of Pembroke Park, Broward County and/or the State of Florida Code of Ethics with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work or for goods or services for the Town of Pembroke Park for a minimum period of three (3) years. Copies of the Town and State Ethics Codes are available at the Town of Pembroke Park, 3150 SW 52nd Avenue, Pembroke Park, Florida.

Bidder shall comply with all Florida laws relating to conflicts of interest, including Section 112.313, Florida Statutes and shall under appropriate circumstances, submit Form 3A, Interest in Competitive Bid for Public Businesses. This form may be obtained from the Town of Pembroke Park website at www.tppfl.gov.

19. PROVISION AND MAINTENANCE OF INSURANCE

The Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from the Contractor's performance of the Work and the Contractor's other obligations under this Contract, whether such performance is by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Contractor agrees, at its sole expense, to maintain on a primary basis during the life of this Contract, or the performance of work hereunder, insurance coverages, limits, and endorsements as required herein. All such insurance shall remain in effect until final payment and at all times thereafter when the Contractor may be correcting, removing, or replacing defective Work in accordance with the Warranty provisions of the Contract.

The Contractor agrees the insurance requirements herein as well as Town of Pembroke Park's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

A. COVERAGE AND MINIMUM LIMITS

1. Commercial General Liability.

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **$1,000,000** Each Occurrence, **$2,000,000** Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Separation of Insureds. The Contractor agrees any self-insured retention or deductible shall not exceed $25,000.

Additional Insured Endorsements.

The Contractor agrees to endorse the Town of Pembroke Park as an Additional Insured on a primary and non-contributory basis on the Commercial General Liability policy with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 10 04 13 Additional Insured – Owners, Lessees, or Contractors or the CG 20 10 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, including the additional endorsement of GC 20 37 07 04 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard.

Contractor shall maintain such completed operations insurance for at least one (1) year after final payment and furnish Town of Pembroke Park with evidence of continuation of such insurance at final payment and one (1) year thereafter.

2. Business Automobile Liability.

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Commercial Umbrella/Excess Liability

The Contractor agrees to endorse the Town of Pembroke Park as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the Town of Pembroke Park is automatically defined as an Additional Protected Person.

4. Worker's Compensation & Employer's Liability.

The Contractor agrees to maintain its own Worker's Compensation & Employers Liability Insurance in compliance with Florida Statute 440**. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

B. SUBCONTRACTOR INSURANCE

The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by the Town of Pembroke Park, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

C. DEDUCTIBLES, COINSURANCE PENALTIES & SELF-INSURED RETENTION

The Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation.

D. WAIVER OF SUBROGATION

The Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the Town of Pembroke Park, Contractor, sub-contractor, architects, or engineers for each required policy providing coverage during the life of this Contract.

When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement.

This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

E. RIGHT TO REVISE OR REJECT

The Contractor agrees the Town of Pembroke Park reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the Town of Pembroke Park reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due of its poor financial condition or failure to operate legally in the State of Florida. In such events, The Town of Pembroke Park shall provide Contractor written notice of such revisions or rejections.

F. NO REPRESENTATION OF COVERAGE ADEQUACY.

The coverages, limits or endorsements required herein protect the primary interests of the Town of Pembroke Park, and the Contractor agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

G. REQUIREMENTS OF INSURERS PROVIDING THE INSURANCE

Insurers providing the insurance required by this Contract must meet the following minimum requirements:

(a) Be authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida or be eligible surplus lines insurers under Florida Statute 626.918, and

(b) Must have a current rating of "A-" or better and a Financial Size Category of "IV" or better according to the most recent rating in effect by the A.M. Best Company.

H. CERTIFICATE OF INSURANCE (COI) AND CANCELLATION/NON-RENEWAL OF COVERAGE

The Contractor agrees to provide Town of Pembroke Park with certificate(s) of insurance that clearly evidences the Contractor's insurance contains the minimum coverages, limits, and endorsements set forth herein. The Town of Pembroke Park requires an original or electronically transmitted certificate of insurance (COI) on an ACORD-25 form (2010/05) and the required endorsements as specified above.

A minimum thirty (30) day endeavor to notify due to cancellation, non-renewal of coverage shall be identified on each certificate(s) of insurance. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the Town of Pembroke Park project manager and copy the Town's Risk Manager in writing within (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

In the event the Town of Pembroke Park is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the Town of Pembroke Park prior to the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. When notified by the Town of Pembroke Park the Contractor agrees not continue work pursuant to this Contract unless all required insurance remains in effect.

The Town of Pembroke Park shall have the right, but not the obligation, of prohibiting Contractor from entering the Project site until a new certificate of insurance is provided to the Town of Pembroke Park evidencing the replacement coverage. The Contractor agrees the Town of Pembroke Park reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the Town of Pembroke Park. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the Town of Pembroke Park shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the Town of Pembroke Park.

I. CERTIFICATE OF INSURANCE FORMAT

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the Town is endorsed as an Additional Insured as per requirements herein, Item Insurance Coverage and Minimum Limits.
2. Clearly indicate the project name and Bid number.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Clearly indicate Certificate Holder(s) and Address:

3150. Include the appropriate Endorsement listing the Town of Pembroke Park as an additional Insured. (CG 2010 04 013 or CG2010 07 04 and CG2037 07 04)

Certificate Holder: Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

20. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

To the fullest extent permitted by Chapter 725, Florida Statutes, or may be amended, the Contractor hereby agrees to defend, indemnify and hold harmless the Town of Pembroke Park, its officers, agents, and employees from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor and/or persons employed or utilized by the Contractor, in the performance of the Contract under any insurance required by the Contract, including, but not limited to workers' compensation acts, disability benefit acts, or other employee benefit acts.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the Town of Pembroke Park to enforce this Indemnification Clause shall be borne by the Contractor. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

21. GOVERNING LAW / VENUE / WAIVER OF JURY TRIAL

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Broward County. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND TOWN OF PEMBROKE PARK HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

SPECIAL INSTRUCTIONS

BID NO. ITB 23-03
BUILT-OUT IMPROVEMENTS FOR THE BUILDING DEPARTMENT

1. GENERAL

It is the intent of this Invitation for Bids to enter into a unit priced type Contract with the Contractor for the selling and delivery of all necessary materials, equipment and supplies including the installation of all materials, all labor, securing of permits, taxes, insurance costs, overhead, profit and all miscellaneous costs.

2. CONTRACTOR REGISTRATION WITH THE TOWN

All awarded Contractors shall register with the Town of Pembroke Park Business Tax Office prior to performing the Work, no Town fee required.

3. BUSINESS TAX RECEIPTS: N/A

4. PERMITS

All required permits associated with the scope of work must be secured by the Contractor for this project.

The Town of Pembroke Park permit fees for the aforementioned permits will be waived and/or paid by the Town. However, fines and penalties will be assessed based upon the standard fee structure.

5. EXISTING UTILITY FACILITIES

The Contractor is to investigate by any industry standard method, in order to verify the location of all existing utilities. Any conflicts found are to be brought to the attention of the Town for resolution prior to start of work. Unless otherwise directed, the Contractor is to support or otherwise protect all other utility companies' facilities during construction.

BID FORM

BID NO. ITB 23-03
BUILT-OUT IMPROVEMENTS FOR THE BUILDING DEPARTMENT

TO: TOWN OF PEMBROKE PARK

PROPOSAL FROM:

_____

(Bidder)

THE UNDERSIGNED BIDDER, having familiarized himself with the work required by the Contract Documents, the site where the work is to be performed, local labor conditions and all laws, regulations, and other factors affecting performance of the work, and having satisfied himself of the expense and difficulties attending performance of the work.

HEREBY PROPOSES and agrees, if this Bid for **Built-Out Improvements For The Building Department, BID NO. ITB 23-03,** is accepted to enter into a Contract in the form attached, to perform all Work, including the assumptions of all obligations, duties and responsibilities necessary to the successful completion of the Contract, and to furnish all materials and equipment required to be incorporated in and form a permanent part of the Work, including tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; all the Work necessary to complete construction in place and ready for use, the disposal of all excess materials, repair or replacement of damaged or destroyed property and the final cleaning up of the Work; and to supply all required bonds, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor for the total bid price of:

_____ dollars

($_____)

This bid total is the sum of the extended prices as shown on the final bid form.

Bidder hereby agrees to commence Work under this Contract within **seven (10) days** following the date indicated on the "Notice to Proceed" by the Town and to fully complete the Work within **number of calendar days,** as provided in "Contract Time" section in the Contract between the parties. Bidder further agrees to pay as liquidated damages for each consecutive calendar day thereafter that the Work to be performed is not completed, as provided in "Liquidated Damages" section in the Contract.

Bidder represents and hereby states that he/she and his/her subcontractors are familiar and capable to perform such construction.

In the event of extension error(s), the unit price will prevail, and the bidder's total offer will be corrected accordingly.

BID FORM

BID NO. ITB 23-03
BUILT-OUT IMPROVEMENTS FOR THE BUILDING DEPARTMENT

The bidder proposes to furnish all labor, tools, material, equipment, and supplies, and to sustain all the expense incurred in doing the work, including installation of all materials, equipment, and supplies furnished, as well as all other labor, warranties, permit fees, taxes, insurance, general and administration and other miscellaneous costs, overhead and profit as set forth below that may be awarded by the Town of Pembroke Park, Florida, through its proper officers, and to do the same strictly in accordance with the drawings and Contract Documents which are referred to below and made a part hereof, at the following prices.

Name of Firm:_____

SEE ATTACHED EXCEL SPREADSHEET ATTACHED IN THIS BEID DOCUMENTS

(MUST BE PROVIDED AND COMPLETED WITH BID)

BID FORM

BID NO. ITB 23-03
Built-Out Improvements for The Building Department

CHECKLIST

Is the Schedule of Subcontractor's included in questionnaire? Y ___ N ____

Is the proof of insurance included? Y _____ N ____

Is the questionnaire included? Y _____ N ____

Are financial statements submitted with questionnaire? Y _ N _____

Is the bid bond included? Y _ N ___

Is the proof of licensing submitted to perform project submitted? Y _ N ____

(Current certificate of competency/state license included)

Current Business Tax Receipt? Y __ N ____

Is the Notarized Signature of Bidder Form page submitted? Y _____ N ____

Is the Drug Free Form submitted? Y _ N ____

Is the Trench Safety Form submitted? Y ____ N ____

Is the proof provided that shows Bidder's Firm Name is registered with their State of origin and in business for a minimum of one year? Y _____ N ____

Is one original version of bidder's bid package submitted (No Copies of the bid package are required)? Y _ N _____

The undersigned bidder acknowledges that all files as posted on the Town of Pembroke Park's website for Bid No. ITB 23-03 constitute the documents governing this bid.

NAME OF FIRM:_____

BY: _____

(Typed or printed) (Date)

Signature: _____

(Signature) (Title)

Bidder hereby certifies that the only person/persons interested in this Bid/Contract, as principal or principals, is/are named herein and that no other than herein mentioned has any interest in the Bid/Contract to which the work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making a bid and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The full names and addresses of parties interested in this Bid as principals are as follows:

Name:	Name:
Address:	Address:
City/State/Zip:	City/State/Zip:

Bidder understands that the Owner reserves the right to reject all Bids and to waive any informality in bidding. Bidder agrees that the Owner may reduce or delete any work items as deemed necessary. Such reduction or deletion of work items shall not constitute a basis for withdrawal of this bid.

The Bidder agrees that the Bid shall be good and may not be withdrawn for a period of **ninety (90) calendar days** after Bid Opening.

Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM ACKNOWLEDGEMENT

ADDENDUM	**DATE**	**SIGNATURE OF PERSON SIGNING BID**	
1.			
2.			
3.			
4.			

The Bid Security attached in the sum of_____

_____($ _____) **5% of Bid Price**

is to become the property of the Owner in the event the required Bonds, Insurance and other requested documentation are not provided, and the Contract is not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

SIGNATURE OF BIDDER FORM
BID NO. ITB 23-03
Built-Out Improvements for The Building Department

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the bid package on the specified bid opening date. The undersigned bidder certifies that this bid package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this bid. *Bidder must submit proof that their firm name is registered with their State of origin.

SIGNATURE OF BIDDER

If an Individual: _____ /_____ , doing business
Signature Print Name
as _____

If a Partnership: _____

by: _____ / _____ ,
General Partner's Signature Print Name

If a Corporation: _____
Corporate Name
(a _____ Corporation)

by: _____ /_____
Signature Print Name
Title: _____
President or other Authorized Officer
Attest: _____ (SEAL)
Corporate Secretary

Business Address: _____
Street Address (P.O. Box Address is not permitted)

_____
Town, State, Zip

Telephone No. _____ Fax No. _____

Email Address of Authorized Signature: _____

Federal ID. No. _____

State of FL _____ Contractor Certification No.:_____

Broward County Certificate of Competency No: _____

NOTE: All certifications/licenses shall be issued in the Bidder's name.

NOTARY: STATE OF: _____ **COUNTY OF:** _____

The foregoing instrument was acknowledged before me this_____day of_____20_____, by _____who is (who are) personally known to me or who has produced _____as identification.

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME, PRINTED, TYPED OR STAMPED: _____

Commission Number: _____ **My Commission Expires:**_____

STATEMENT OF NO BID

BID NO. ITB 23-03
Built-Out Improvements for The Building Department

If you are not bidding on this service/commodity, please complete and return this form to: Town of Pembroke Park 3150 SW 52nd Avenue, Pembroke Park, Florida 33023.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to bid the above subject bid because of the following reasons:

_____ Insufficient time to respond to the Invitation to Bid

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Other (specify below)

REMARKS: _____

_____

_____

CERTIFICATE OF COMPLIANCE WITH THE FLORIDA TRENCH SAFETY ACT

BID NO. ITB 23-03
Built-Out Improvements for The Building Department

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (Act) and Occupational Safety and Health Administration's excavation safety standard 29 CFR 1926.650 (Subpart P as amended). Bidder further acknowledges that included in the various items of the proposal and in the Grand Total Base Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Method (Description)	Units of Measure (LF,SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____

Failure to complete the above may result in the bid being declared non-responsive. The costs indicated above are provided to comply with the Act and shall not constitute grounds for any additional compensation to that listed for the separate line item of the Bid Form.

By: _____

Bidder

_____
Date

_____
Authorized Signature

QUESTIONNAIRE

BID NO. ITB 23-03

The undersigned guarantees the truth and accuracy of all statements and answers herein contained. Failure to fully complete the questionnaire may result in your bid being considered non-responsive.

1. How many years has the bidder identified on Signature of Bidder page been in business? _____ years.

2. What is the last project of this nature that you have completed? (Identify completion date)

_____

_____

3. Have you ever failed to complete work awarded to you; if so, where, and why?

_____

_____

4. Have you personally inspected the proposed work and have you a complete understanding and plan for its performance?

_____

_____

_____

5. Will you subcontract any part of this work? If so, give details: Name of Sub Work to be Performed

_____

_____

_____

_____

6. What equipment do you own that is available for the work? (Attach additional listing if necessary.)

_____

_____

_____

Name of Bidder: _____

QUESTIONNAIRE

7. What equipment will you purchase for the proposed work?

_____

_____

8. What equipment will you rent for the proposed work?

_____

_____

9. Bidder to submit their Balance Sheet and Income Statement for their most recent year as an attachment to the questionnaire. Period reported on: _____

10. The Town will not award a bid to any bidder who cannot prove to the satisfaction of the Town that the Corporation/Partnership/Individual identified on the Signature of Bidder form has satisfactory written references for work similar to the work being bid upon.

    References that are for work performed by a parent corporation or affiliated subsidiary will not be considered by the Town.

    The Town requires a minimum of three (3) satisfactory references for similar work for this Bid.

    The Bidder shall be the Prime contractor for each reference and each reference shall be for the owner of the project. Similar work shall mean:

    The Bidder shall have a minimum of three (3) satisfactory references showing that the Bidder's firm, with or without the use of subcontractors, has successfully completed at least three (3) projects. References shall be within the period of 4-1-2012 through the time of the bid opening.

    <u>Additional</u> references may be submitted as an attachment.

    A. Owner (Company/Entity Name): _____

    Address _____

    Town, State, Zip: _____

    Project Manager of Firm: _____ Title: _____

    Phone No.: _____ /Email: _____

    Project Title: _____ Completion Date of Project: _____
    (Within period of 4-1-2012 through time of the bid opening)

Name of Bidder: _____

QUESTIONNAIRE

(References continued)

Summary of Project: _____

_____

_____

B. Owner (Company/Entity Name): _____

Address _____

Town, State, Zip: _____

Project Manager of Firm: _____ Title: _____

Phone No.: _____ /Email: _____

Project Title: _____ Completion Date of Project: _____
(Within period of 4-1-2012 through time of the bid opening)

Summary of Project: _____

_____

_____

C. Owner (Company/Entity Name):

Address: _____

Town, State, Zip: _____

Project Manager of Firm: _____ Title: _____

Phone No.: _____ /Email: _____

Project Title: _____ Completion Date of Project: _____
(Within period of 4-1-2013 through time of the bid opening)

Name of Bidder: _____

QUESTIONNAIRE

(References continued)

Summary of Project: _____

_____

_____

11. State the true, exact, correct, and complete name of the partnership, corporation, or trade names under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all general partners. If a fictitious/trade name, state the names of the individuals who do business under the fictitious/trade name attach compliance with the fictitious name statute. It is absolutely necessary that this information be furnished.)

_____
Correct Name of Bidder
(Correct Name of Bidder shall also appear on Signature of Bidder Form)

(a) The address of the principal place of business:

_____

_____

(b) The names of the corporate officers, or general partners, or individuals doing business under a fictitious trade name, are as follows:

_____

_____

_____

Bidder Name

QUESTIONNAIRE

12. Declaration of Work Components Schedule

Minimum of 20% of work to be completed by bidder identified on Signature of Bidder Form. (Mobilization, administration, overhead and profit may not be included in the work components)

Work Components that make up the above minimum are as follows:

_____

_____

_____

_____

_____

_____

Work Components that will be provided by subcontractors are as follows:

_____

_____

_____

_____

_____

_____

_____

_____

Name of Bidder: _____

DRUG-FREE WORKPLACE FORM

BID NO. ITB 23-03
Built-Out Improvements for The Building Department

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require 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. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Bidder's Signature

_____
Date

BID BOND

BID NO. ITB 23-03
Built-Out Improvements for The Building Department

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:

_____ , as Principal and
(Name of Bidder)

_____ , as Surety, are
(Name of Surety)

hereby held and firmly bound unto the Town of Pembroke Park, Florida, as Obligee, in the sum of:

Dollars ($ _____) / **5% of Bid Price**

as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the principal has submitted to the Town of Pembroke Park a certain Bid attached hereto and made a part hereof, to enter into a contract in writing, hereinafter referenced to as the **BID NO. ITB 23-03 for Built-Out Improvements for The Building Department**

NOW THEREFORE,

a. If said Bid shall be rejected or withdrawn as provided in the Invitation to Bid and Instructions to Bidders attached hereto or, in the alternative,

b. If said Bid shall be accepted and the Principal shall duly execute and deliver the Form of Contract attached hereto and shall furnish all insurance requirements, the specified bond for the faithful performance of the Contract and for the payment of labor and materials furnished for the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which such Bid may be accepted and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the parties hereto have duly executed this bond on the

_____ day of _____ , 20 _____ .

PRINCIPAL:

By: _____
Signature

(Seal)

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

SURETY:

By: _____
Signature

(Seal)

Name: _____

Title: _____

Address: _____

_____

WITNESS:

Sealed and delivered in the presence of:

_____

CERTIFICATION OF FISCAL YEAR 2021-2022 RESTRICTIONS ON THE AWARD OF CERTAIN CONTRACTS AND SUB-CONTRACTS TO FOREIGN COUNTRIES

This certification is to verify that the offeror 1) is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S. Trade Representative (USTR); 2) has not or will not enter into any subcontract with a subcontractor or a foreign country included on the USTR list, and 3) will not provide any product of a country included on the USTR list. These prohibitions also apply to certain products used in these activities, such as affixed equipment, electronics, utilities, and instruments.

Grantees or subgrantees recipients entering into contract for construction, alteration, or repair of any public building or public work project subject to the prohibitions described in this Notice shall include the following provision in all such contracts:

Restriction on Public Building and Public Works Projects.

Definitions

"Component" as used in this clause, means those articles, materials, and supplies incorporated directly into the product.

"Product", as used in this clause, means construction materials - i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product BROWARD COUNTY will consider a product as product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mine, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

"Contractor or subcontractor of a foreign country", as used in this clause, means any contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

1. If 50 percent or more of the contractor or subcontractor is owned by a citizen or national of the foreign country.
2. If the title of 50 percent or more of the stock of the contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.
3. If 50 percent of more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country.
4. In the case or partnership, if any general partner is a citizen of the foreign country;

5. In the case of a corporation, if its president or other chief executive officer or the chairman or its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizen of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

6. In the case of a contractor or subcontractor who is a joint venture, if any participation firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a) (1) through (5) of this clause.

Contractor Signature _____ Date _____

(a) Restrictions

The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firm published by the United States Trade Representation (See Paragraph (c) of this clause), or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. forms published by the USTR.

(b) USTR List

The USTR published a list in the Federal Register in accordance with section 109(c) of publication L 100-202 where countries can be added or deleted.

(c) Certification

The Contractor may rely upon the certification of a prospective subcontractor that is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contractor are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

(d) Subcontracts

The Contractor shall incorporate this clause, modified only for the purpose of property identifying the parties, in all subcontracts. This paragraph (e) shall also be incorporated in all subcontracts.

For additional information see Federal Register Vol.53, No. 53, No. 116, Pages 22569-22573.

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bids or prospective contractor, or any of their proposed subcontractors, should state as an initial part of the bid or negotiations of the contract whether he has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the Certification indicates that the apparent successful bidder has not filed a compliance report due under applicable instructions, bidder shall submit a compliance report prior to award. NO CONTRACT SHALL BE AWARDED UNLESS SUCH REPORT IS SUBMITTED.

CERTIFICATION BY BIDDER

BIDDER'S NAME: _____

ADDRESS: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes _____ No _____

2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes _____ No _____

3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100. Yes _____ No _____

If answer to item 3 is "No", please explain in detail on reverse side of this certification.

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Name of Prime Contractor _____ Project No. /Project Name _____

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bids of prospective contractor, or any of their proposed subcontractors, should state as an initial part of the bid or negotiations of the contract whether he has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the Certification indicates that the apparent successful bidder has not filed a compliance report due under applicable instructions, bidder shall submit a compliance report prior to award. NO CONTRACT SHLL BE AWARDED UNLESS SUCH REPORT IS SUBMITTED.

SUBCONTRACTOR'S CERTIFICATION

SUBCONTRACTOR'S NAME: _____

ADDRESS: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes _____ No _____
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes _____ No _____
3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100. Yes _____ No _____

If answer to any item is "No", please explain in detail below or attach a piece of paper if needed.

Certification – The information above is true and complete to the best of my knowledge and belief.

_____
Print Name

_____ _____
Signature Date

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

a. Certification of Nonsegregated Facilities, as required by the May 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a federally assisted Construction Contract exceeding $10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.

b. CONTRACTORS receiving subcontract awards exceeding $10,000.00 which are not exempt from the provision of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

c. A Certification for regarding Equal Employment Opportunity is also enclosed with the Bid Proposal Form and should be submitted by the CONTRACTOR with his bid but must be submitted prior to award.

d. The Notice to Labor Unions on the following page shall be forwarded by the CONTRACTOR in accordance with Paragraph 3 of Nondiscrimination Provisions to be included in Federally Assisted Construction Contracts.

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATION OF NON-SEGREGATED FACILITIES

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, Order (32 7439 May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor must be submitted prior to the award of a subcontract exceeding $10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. The Certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE _____

_____
Signature of Bid
Prospective Contractor

_____
ADDRESS (including zip code)

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS

NONDISCRIMINATION IN EMPLOYMENT

TO: _____
(Name of Union or Organization of Workers)

The undersigned currently holds contract(s) with

_____
(Name of Applicant)

Involving funds or credit of the U.S. Government of (a) subcontract (s) with prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, dated September 4, 1965, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate includes, but is not limited to the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHI P, LAYOFF OR TERMINATION.

This notice is furnished to you pursuant to the provisions of the above contract(s) and Executive Order 11246.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

_____

_____

_____
(Contractor or Subcontractor)

_____
(Date)

Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this proposal 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;

(c) 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 in paragraph (I)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ _____
Name Project Name

_____ _____
Title Project Number

_____
Firm

_____
Street Address

_____
City, State, Zip

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

Name	Local Government
Title	CDBG Contract Number
Firm	
Street Address	
City, State, Zip	
Date	

CONTRACT

BID NO. ITB 23-03

Built-Out Improvements for The Building Department

Contract for work in and about the Town of Pembroke Park, Florida for Built-Out Improvements for The Building Department Improvement**, BID NO. ITB 23-03**dated _____, 20___, By and between the Town of Pembroke Park, Florida (hereinafter called the **Owner**) and _____(hereinafter called the **Contractor**).

WITNESSETH that the Owner and Contractor in consideration of the premises and of the mutual covenants, considerations and agreements contained herein, agree as follows:

1. WORK TO BE PERFORMED

The Contractor shall furnish all plant, labor, services, materials, supplies, equipment, transportation and other facilities and appurtenance necessary or proper for incidental to:

Built-Out Improvements for The Building Department
BID NO. ITB 23-03

in strict and full accordance with the requirements of the Contract Documents and with such further details and instructions as the Engineer may from time-to-time issue for the purposes of insuring the thorough completion of the work.

2. CONTRACT DOCUMENTS

The Contract Documents consist of the following documents. It is understood that all the terms, provisions, conditions, and obligations set forth in the Contract Documents (as defined herein) shall constitute a part of this Contract and are to have the same force and effect as if set forth specifically and at length herein.

Form of Contract including Public Construction Bond and Insurance
Invitation to Bid
Instructions to Bidders
Special Instructions
Bid Form
Certificate of Compliance with FL Trench Safety Act
Questionnaire
Drug-Free Workplace Form
Bid Bond
General Conditions
Special Conditions
Technical Specifications
Addenda
Drawings/Exhibits
Notice of Award
Notice(s) to Proceed
Documentation submitted by Engineer following the Notice to Proceed
Project Forms
Close Out Forms
Change Orders, Field Orders
All provisions required by law to be inserted in this Contract, whether inserted or not, Written Instructions from the Engineer
Any additional documents the submission of which is required by this Project

3. CONTRACT TIME

3.1 The Work under this Contract shall be commenced promptly and prosecuted with diligence.

In accordance with the General Conditions, the Work shall be:

Substantially Completed on or before the Substantial Completion Date within 120 calendar days after the date provided in the Notice to Proceed, and

Finally Completed on or before the Final Completion Date and ready for final payment in accordance with this Contract within 150 calendar days after the date provided in the Notice to Proceed.

3.2 Owner and Contractor recognize that time is of the essence for the completion of the Work. As such, Owner and Contractor recognize that Owner will suffer direct financial loss if the Work is not completed within the Contract Time, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees to forfeit and pay Owner as liquidated damages for delay (but not as a penalty) the amount of $500.00 for each calendar day that expires after the Contract Time for Substantial Completion until the Work is substantially complete. However, if the contractor completes the project 100% before the timeline as established in item 3.1, the owner agrees to compensate the contractor with a $100.00 per business day bonus.

After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (Final Completion Date), the Contractor shall pay the Owner $1,000.00 for each calendar day that expires after the time for Final Completion. These amounts represent a reasonable estimate of the Owner's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay.

3.3 Owner is authorized to deduct liquidated damages from monies due to the Contractor for the Work under this Contract.

4. SUCCESSORS, ASSIGNS AND ASSIGNMENT

The Owner and the Contractor each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous consent of the Owner and concurred to by the sureties.

5. INDEPENDENT CONTRACTOR

Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such work. Contractor shall act as an independent Contractor and not as the agent of Owner in performing the Contract, maintaining complete control over its employees and all its suppliers and subcontractors. Nothing contained in this Contract, or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and Owner. Contractor shall perform all Work in accordance with its own methods subject to compliance with the Contract.

6. PROVISION AND MAINTENANCE OF BOND

A Surety Bond legally issued, meeting the requirements in the Contract Documents, and approved by the Town shall be maintained by Contractor. If the Surety on any Bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to conduct business in the State of Florida is terminated or it ceases to meet the requirements of Surety Bond the CONTRACTOR shall within five (5) days thereafter substitute another Bond and surety, both of which shall be subject to the approval of the TOWN.

7. PROVISION AND MAINTENANCE OF INSURANCE

During the performance of the Work under this Contract, Contractor shall maintain the insurance policies and coverages that are identified in the "Instructions to Bidders" and shall meet all other requirement therein. Contractor shall provide originals or certified copies of all policies, and such coverages shall be written by an insurance company authorized to do business in Florida.

8. COMPENSATION TO BE PAID CONTRACTOR

In consideration of the faithful performance of this Contract by the Contractor, the Owner will pay to the Contractor for the full and entire completion of this Contract and upon acceptance of the work by the Owner in the Amount of $ _____ . This represents the entire cost which the

owner will have to pay the Contractor for acceptable and conforming work, inclusive of all materials, supplies, costs, fees, and is the maximum extent of the owner's obligation to pay Contractor but does not constitute a limitation, of any sort, of the Contractor's obligations to perform the work in accordance with this Contract.

CONTRACT

BID NO. ITB 23-03
BUILT-OUT IMPROVEMENTS FOR THE BUILDING DEPARTMENT

IN WITNESS WHEREOF, the Town of Pembroke Park, Florida, at a regular meeting thereof, by action of the Town Commission authorizing and directing the foregoing be adopted, has caused these presents to be signed by its Mayor, and its seal to be hereunto affixed, and _____ has executed this Contract all as of the day and year first above written.

TOWN OF PEMBROKE PARK, FLORIDA

Witness:

_____ By: _____
Geoffrey Jacobs, Mayor

_____

(Seal)

Approved by Commission on _____ , 20_____

Item _____ Account Number _____

CONTRACTOR:

Attest:

_____ By: _____
Corporate Secretary Signature

(Affirm Corporate Seal)

Witness: Name: _____

_____ Title: _____
President or other duly authorized
Corporate Officer

_____

CERTIFICATE OF CORPORATE AUTHORITY

BID NO. ITB 23-03
Built-Out Improvements for The Building Department

I, _____ , certify that I am the **Secretary** of the corporation named as Contractor in **Bid No. ITB 23-03**; that _____ who signed the said Contract on behalf of the Contractor, was then _____ of said corporation. that I know the seal of said corporation; that said seal has been affixed to this Contract; and that it was so affixed by order of said official of the Corporation; that I know his/her signature, and such signature hereto is genuine; and that he/she signed this Contract by authority of the directors of said Corporation.

Dated this _____ day of _____ , 20 ____.

_____
Corporate Secretary

(Corporate Seal)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

BID NO. ITB 23-03
Built-Out Improvements for The Building Department

State of _____
as:
County of _____

On this _____ day of _____ , 20 ____ , before me personally came and appeared _____ , to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm and that he/she is duly authorized to bind such firm.

_____
Notary Public
(Seal)

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

State of _____
as:
County of _____

On this _____ day of _____ , 20 ____ , before me personally came and appeared _____ , to me known, and known to be to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

_____
Notary Public (Seal)

ACKNOWLEDGMENT OF CONTRACTOR, IF CORPORATION

BID NO. ITB 23-03
Built-Out Improvements for The Building Department

State of _____
as:
County of _____

On this _____ day of _____ , 20 ____ , before me personally came and appeared

_____, to me known, who, being by me duly sworn, did depose

and say that he/she resides at

_____

that he/she is the _____

of _____

the corporation described in and which executed the foregoing contract; that he knows the seal of said corporation; that one of the impressions affixed to said contract is an impression of such seal; that he is the proper official of said corporation designated to execute such contract, that he/she has authority so to do, that he/she executed same for and in behalf of said corporation, and that his/her act is the act and deed of said corporation.

Witness my hand and official notarial seal at _____

_____

the day and year above written.

_____
Notary Public

(Seal)

My Commission Expires: _____
(Seal)

PUBLIC CONSTRUCTION BOND

BY THIS BOND, WE, _____, as Principal and _____ a Corporation, as Surety, are bound to the Town of Pembroke Park, Florida, hereinafter referred to as "Owner", in the sum of $_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____, 20 _____ between Principal and Owner for construction of **Built-Out Improvements For The Building Department, Bid No. ITB 23-03**, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and;

2. Promptly makes payment to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials, and supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, and.

3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, and including any liquidated damages or actual damage caused by the delay of performance of Contractor, that Owner sustains because of a default by Principal under the Contract, and;

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then this bond is void; otherwise, it remains in full force. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the Owner shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes; subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.

5. This Bond is intended to comply with the provisions of Section 255.05, Florida Statutes, and all terms and conditions of said Statutes are incorporated herein by reference thereto. In the event of any conflict, ambiguity or discrepancy between Section 255.05 of the Florida Statutes and this Bond, the Florida Statutes section 255.05 shall control. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the TOWN and those persons or corporations provided for by said Statute, their heirs, executors, administrators, successors, or assigns. All claimants and other parties claiming any interest in this Bond are expressly referred to Section 255.05, including particularly the notice and time limitation provisions of that section.

Dated on _____ , 20 _____ .

PRINCIPAL:

ATTEST:

_____
Principal

_____ By: _____
Corporate Secretary Signature

Title:

(Seal)

_____ Address _____
Witness to Principal

_____

(Address)

SURETY:

ATTEST:

_____
Surety

_____ _____
Surety Attorney-in-fact

(Seal)

_____ _____
Witness as to Surety Address

_____

Telephone:(____) _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the Treasury Department's most current list (Circular 570 as amended) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida, and be pre-approved by the Town. Bond shall be a minimum bond rating of Best's rating of "A" and Best's financial size category of not less than Class VII.

FINAL RECEIPT

BID NO. ITB 23-03
Built-Out Improvements for The Building Department

Received this _____ day of _____ , 20 ____ , of _____ as full and final payment of the cost of all improvements provided for in the foregoing contract the sum of _____ Dollars and _____ Cents, ($ _____), in cash, being the full amount accruing to the undersigned by virtue of said contract, said cash covering and including full payment for all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, and the undersigned hereby releases the said _____ from all claims whatsoever growing out of said contract.

These presents are to certify that all persons doing work upon or furnishing materials or supplies for the said improvements under the foregoing contract have been paid in full.

The undersigned further certifies that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

_____

_____

_____

GENERAL CONDITIONS - INDEX

BID NO. ITB 23-03
Built-Out Improvements for The Building Department

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BID NO. ITB 23-03
Built-Out Improvements for The Building Department

GENERAL CONDITIONS

1. GENERAL:

It is mutually agreed by the parties hereto that this Contract is subject to the provisions of the Constitution of the State of Florida, and of the several acts of the Legislature under which the Owner exists, and of the ordinances and resolutions authorizing this project and under which this project will be constructed, and Federal Laws or Codes; that upon ten (10) day notice, the work under this Contract may, without cost or claim against the Owner, be suspended by the Owner for substantial cause; that this Contract is subject to the additional conditions and stipulations which follow.

2. DEFINITIONS:

The following words and expressions, or pronouns used in their stead, shall wherever they appear in the Contract and the Contract Documents as specifically defined in the Contract, be construed as follows, unless a different meaning is clear from the context:

A. Owner: The party or parties of the first part hereto. The Town of Pembroke Park, Broward County, Florida.

B. Town Project Manager: Town Project Manager is the Town Engineer, or his authorized agents.

C. Contractor: The individual, partnership, or corporation agreeing to perform the work for the owner, the party of the second part of the Contract.

D. Drawings: The Drawings, or reproductions thereof, prepared by the consulting Engineer, which show the locations, character, dimensions, and details of the work to be done under this Contract. All working drawings submitted by the Contractor and approved by the consulting Engineer become part of the Drawings.

E. Engineer: Calvin, Giordano & Associates, Inc., and as also may be referred to as Architect/Engineer.

F. Addendum: A modification of the Contract Documents issued in writing by the Town of Pembroke Park Purchasing Division prior to the opening of bids.

G. Change Order: A written order issued by the Town Project Manager to the Contractor directing certain changes, additions, or reductions in the work or in the materials or methods to be used.

H. Notice to Proceed: A written notice executed by the Owner or his agent which shall designate the date upon which work under the Contract shall commence.

I. Surety: Shall mean any corporation that executes, as surety, the Contractor's Public Construction Bond securing the payment and performance of this Contract.

J. The Work: Shall mean everything expressly or implied required to be furnished and done by the Contractor under the Contract and shall include any extra work properly authorized.

K. Site: Shall mean the area upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the Town Project Manager.

L. Subcontractor: Shall mean any individual, partnership, or corporation other than employees of the Contractor, who or which contracts with the Contractor to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, or labor, materials, and equipment at the site.

M. Substantial Completion Date: The date on which the work (or specified part thereof), in the opinion of the Engineer, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified portion thereof) can be utilized for the purpose for which it was intended.

N. Completion Date: Shall mean the date specified in the Notice to Proceed on which all contract work is complete in all respects and no work remains, including cleanup, other than guarantee and maintenance work.

O. Specifications: All the directions, requirements, standards of performance applying to the work as hereinafter detailed, designated by reference, or which may be stated in an Addendum.

3. CONTRACTOR'S UNDERSTANDING:

The Contractor hereby admits and agrees that he has carefully read and considered the Instructions to Bidders herewith attached, and that he has made his proposal and hereby makes this Contract with full knowledge and acquiescence therein.

4. CONTRACTOR'S RESPONSIBILITY

A. The Contractor expressly undertakes at his own expense.

(1) To take every precaution against injuries to persons or damage to property.
(2) To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors.
(3) To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
(4) To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that always the site of the work shall present a neat, orderly, and workmanlike appearance.
(5) Before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant or any description and debris of every nature resulting from his operations,

and to put the site in a neat, orderly condition.

(6) To affect all curing, fitting, or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Town Project Manager, not to cut or otherwise alter the work of any other Contractor.

B. The Contractor shall accept full responsibility for the work until final acceptance by the Town. He shall protect the work against all loss or damage sustained during the progress of the work, and promptly repair any damage done from any cause whatsoever as described hereinafter.

(1) Weather Conditions: In the event of temporary suspension of work, or during inclement weather, or whenever the Town Project Manager shall direct, the Contractor will, and will cause his Subcontractor to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Town Project Manager, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

(2) Protection of Work and Property--Emergency: The Contractor shall always safely guard the Owner's property from injury or loss in connection with this Contract. He Shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss, or injury.

(3) In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Town Project Manager, in a diligent manner. He shall notify the Town Project Manager immediately thereafter.

(4) Where the Contractor has not acted but has notified the Town Project Manager of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Town Project Manager.

(5) The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Article 16 and Article 19 of the General Conditions.

5. TIME OF STARTING WORK:

The work embraced in this Contract shall be actively begun within ten (10) calendar days after delivery of a Notice to Proceed at such point or points as the Town Project

Manager may authorize. The work shall be carried on regularly and uninterruptedly with sufficient force to insure its completion within the Contract.

6. SCHEDULE OF WORK:

Within two weeks after the execution of the Contract, the Contractor shall submit for approval, a schedule of work consisting of diagrams and written description, describing how he intends to progress with the construction within the Contract limits. If this schedule is not submitted within the prescribed time, the Contractor shall not be permitted to start any construction until said schedule is submitted and

approved and no extension of time shall be granted because of the Contractor's failure to timely submit the SCHEDULE OF WORK.

7. TIME OF COMPLETION:

Time being an essential condition of this Contract, the entire work shall be completed on or before the time set forth in the Contract and on or before the date specified in the Notice to Proceed.

8. LIQUIDATED DAMAGES:

A. Upon failure of the Contractor to complete the said Contract within the contract time allowed for completion after the “Notice to Proceed”, the Contractor shall pay the Owner the sum or sums set forth in the Contract for each calendar day beyond the date of completion that is required by the Contractor to complete the said Contract, not as a penalty or forfeiture, but as liquidated damages to the Owner because of such default by the Contractor, which damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the Owner in consequence of such default and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of such failure of the Contractor to complete said Contract within the contract time set forth in the Contract.

B. Regardless of whether or not a single contract is involved, the above stated liquidated damages shall apply separately to each portion of the project for which a time of completion is given.

C. The Owner is hereby authorized to deduct the designated sums per day from the moneys which may be due or become due from said Contractor for the work under this Contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

9. REIMBURSEMENT OF EXPENSES:

Should the final completion and acceptance of the work herein embraced, together with any modifications or additions, be delayed beyond the time herein set, it is understood and agreed that, aside from any other damage per day for such delay, from such time until the same is completed and accented as herein provided, all costs of Engineering and Inspection on behalf of the Owner, will be charged to the

Contractor hereunder and deducted from any estimate or payment otherwise due and payable to him from time to time.

10. EXTENSION OF TIME:

The Contractor shall not be entitled to any claim for damages for any hindrances or delay from any cause whatsoever, but such hindrance or delay may entitle him to an extension of time for completing the work. Said extension Shall be, as determined by the Owner, sufficient to compensate for the detention, provided it shall have immediate notice from the Contractor, in writing, of the cause and the probable length of the detention; however, neither an extension of time for any reason beyond the date set herein, nor the acceptance of any work subsequent to said date, shall be deemed a waiver by said Owner of the right to abrogate the Contract for delay.

11. CONTROL OF THE WORK:

A. The Town Project Manager, under authority and direction of the Owner, shall have full control and direction of the work in all respects. All explanations, directions, working drawings, sketches, etc., necessary to carry out and complete the work in a manner satisfactory to the Owner shall be given by the Town Project Manager. The Town Project Manager and his authorized assistants shall at all times have the right to inspect the work and materials. The Contractor shall furnish all reasonable facilities for obtaining such information as the Town Project Manager may desire, respecting the quality of the work and materials and the manner of conducting the work. Should the Contractor be directed or permitted to perform night work, or to vary the period which work is ordinarily carried on in the daytime, he shall give ample notice to the Town Project Manager, so that proper and adequate inspection may be provided. Such work shall be done only under such regulations as are furnished in writing by the Town Project Manager, and no extra compensation shall be allowed the Contractor therefor. In the event of night work, the Contractor shall furnish such lights, satisfactory to the Town Project Manager, as will insure the proper inspection. Nothing herein contained shall relieve the Contractor from compliance with any and all County or Town ordinances relating to noise or work during prohibited hours.

B. The words "supervise" and "inspect" wherever used herein in connection with the duties or activity of the Town Project Manager shall in no way, expressed or implied, relieve the Contractor from his responsibilities for the safety of the workmen, the preservation of the work or proper performance under this Contract. The Town Project Manager shall not be responsible for the safety of the workmen, the safeguarding of the work, or the proper performance of the Contractor.

12. INSPECTION:

No inspector shall have the power to waive the obligations resting upon the contractor to furnish good material and do good work as herein prescribed. Any failure or omission on the part of any Inspector or the Town Project Manager to condemn any defective material or work Shall not release the Contractor from the obligation to at once tear out, remove, and properly replace or rebuild the same at any time upon discovery of the defect and upon notice from the Owner or Town Project Manager to do so. All work, all materials, and all methods of construction shall be at all times and places Subject to the inspection of the Town Project Manager who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Town Project Manager, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Town Project Manager shall be equitable.

13. SUPERINTENDENCE:

When the Contractor is not present on the work, orders will be given to the foremen or superintendents who may have immediate charge thereof and shall be by them received and strictly obeyed. It is understood that such representative shall be acceptable to the Town Project Manager and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

14. SUBCONTRACTORS:

A. The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

B. The Contractor shall not sublet the whole or any part of the work without the written consent and approval of the Owner. In all cases, the Contractor shall give his personal attention to the work, the subcontractors being considered as foreman employed by the Contractor and liable to be discharged by the Town Project Manager for neglect of duty of incompetence or misconduct.

C. The Contractor, as soon as practicable after the award of the Bid, and before the Owner shall make any partial payments to the Contractor, shall furnish to the Town Project Manager in writing for acceptance by the owner and Town Project Manager, a list of the names of the subcontractors proposed for the principal portions of the work. The Town Project Manager shall promptly notify the Contractor in writing if either the owner or Town Project Manager, after due investigation, has reasonable objection to any subcontractor on such list and does not accept him. Failure of the Owner or Town Project Manager to make objection within two weeks to any subcontractor on the list shall constitute acceptance of such subcontractor. After acceptance, no subcontractor shall be changed without the written approval of the owner and Town Project Manager.

D. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

E. The Contractor shall cause appropriate provisions to be inserted in all subcontracts, relative to the work to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

Contractor represents that it shall enter into subcontractor agreements with all of its subcontractors and that all subcontractor agreements entered into shall incorporate by reference the terms and conditions of this Contract such that subcontractor shall have all responsibility and obligations of Contractor as specifically provided in the Contract documents or unless provided otherwise in this Contract document, and further warrants that the Owner is an intended express third party beneficiary of any such subcontract. Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Contract.

F. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

15. EMPLOYEES:

None but skilled foremen and workmen shall be employed on work requiring special qualifications. Any person employed on the work who fails, refuses, or neglects to obey the instructions of the Town Project Manager in anything relating to this work, or who appears to the Town Project Manager to be disorderly, insubordinate, unfaithful, or incompetent, shall upon the order of said Town Project Manager, be at once discharged and not again employed on any part of the work. Any interference with, or abusive or threatening conduct toward the Town Project Manager or his assistants by the Contractor or his employee or agents, shall be authority for the Owner to annul the Contract and re-let the work.

16. CHANGES, EXTRA AND OMITTED WORK:

A. It is mutually agreed that no change involving material change in cost, either to the Owner or Contractor, shall be made except upon written permission of the owner. Extra work shall be paid for as set forth in Article 19 of the General Conditions. Omitted work shall be credited against the money due the Contractor by one of the methods described in said Article 19. The Contractor shall make no claim for extra work unless it has been approved by the Owner in advance of the work except that the Contractor may proceed to meet an emergency condition if the Owner's representative is not available.

B. The Town Project Manager shall, in all cases of dispute, determine the amount or quantity of the several kinds of work which are to be paid for under this Contract, and shall decide all questions relative to the execution of the same, and such estimates and decisions shall be final and binding.

C. Any work not herein specified, which may be implied as included in the Contract, of which the Town Project Manager shall judge, shall be done by the Contractor without extra charge.

17. PAYMENTS/RETAINAGE:

A. The amount of the Contract will be a lump sum price and/or a price obtained by applying fixed unit prices to estimated quantities which are subject to adjustment at completion of the work to reflect actual quantities involved. Wherever the unit of measure is listed as a lump sum, the Contractor is responsible for the determination of the quantities for those items constructed within the authorized plan limits or dimensions. The Owner does not assume any responsibility for any incidental information in the Contract Documents that may be construed as a quantity of work and/or materials. Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages. Progress payments on the Contract amount for the value of work completed

and component material on site will be made upon request at intervals of not less than monthly.

The request must be made through the Town Project Manager on an approved estimate showing the component breakdown of the work totaling the awarded Contract price and the amount of work for each item completed at the time of the request. Except as may be modified in the Special Conditions (if any), ten percent (10%) of all amounts earned will be retained by the Owner until final completion and acceptance of the work.

B. It is anticipated that payments to the Contractor, based on periodic estimates will be made within twenty-five (25) days after approval and certification to the Owner are given by the Town Project Manager.

C. All material and work covered by partial payments made shall there upon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the owner to require the fulfillment of all of the terms of the contract.

D. Owner's Right to Withhold Certain Amounts and Make Application Thereof:

The Contractor agrees that he will indemnify and save the Owner, its officials, and employees harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor acknowledges he has received separate and distinct consideration from Owner, elsewhere specified herein, for this indemnity. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of nature herein above designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished and all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety.

E. In paying any unpaid bills of the Contractor, the Owner shall be deemed the Agent of the Contractor, and any payment so made by the Owner, shall be considered as a payment made under the contract by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payment made in good faith.

18. FINAL PAYMENT:

When all work embraced in this Contract shall have been fully completed agreeable to the specifications and stipulations herein, and to the satisfaction of the Owner, the Contractor shall cause a final estimate to be made of the amount and value of said work according to the prices and terms of this agreement. The

Contractor shall certify the final estimator to the Owner and Engineer. From the sum total so found shall be deducted, firstly, all previous payments made to the Contractor and secondly, all damages and proper charges under this agreement. The Contractor shall execute a final receipt and release on the form attached hereto and made a part hereof, upon the Owner making the final settlement and payment as aforesaid. The acceptance by the Contractor of final payment shall be and shall operate as a release to the owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final, or otherwise, shall operate to release the Contractor of his/her sureties from any obligations under the Contract Documents, including the Public Construction Bond.

19. EXTRA WORK:

A. The Owner may, at any time by a written order and without notice to the sureties, require the performance of such extra work as it may find necessary or desirable arising out of the modification of the Specifications or Drawings. All work so ordered must be performed by the Contractor. The amount of compensation to be paid to the Contractor for any work so ordered shall be determined as follows:

(1) By such applicable unit prices, if any, as are set forth in the Contract; or

(2) If no such prices are so set forth, then by a lump sum or other unit prices mutually agreed upon by the Owner and the Contractor; or

(3) If no such unit prices are so set forth in the Contract and if the parties cannot agree upon a lump sum or other unit prices, then by the actual net cost in money to the Contractor of the extra work performed and the cost shall be determined as follows:

(a) For all labor and foremen in direct charge of the authorized operations the Contractor shall receive the current local rate of wages, to be agreed upon in writing before starting such work, for each hour that said labor and foremen are actually engaged thereon, to which shall be added an amount equal to 15 percent (15%) of the sum thereof which shall be considered and accepted as full compensation for general supervision and the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.

(b) For all materials used the Contractor shall receive the actual cost of such materials delivered at the site or previously approved delivery point as established by original receipted bills. No percentage shall be added to this cost.

(c) For special equipment and machinery such as power-driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economic performance of the authorized work, the Contractor shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work. No percentage shall be added to this sum.

(d) The Contractor's profit shall be computed by taking ten percent (10%) of the sum of items 3(a) and 3(b) above. The total cost of performing this extra work shall then be the sum of items 3(a),

3(b), 3(c), and 3(d).

B. Records of extra work done, if any, shall be reviewed at end of each day by the Contractor or his representative and the Town Project Manager, duplicate copies of accepted records made and signed by both Contractor or his representative and the Town Project Manager, and one copy retained by each.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. Such statements shall be submitted for the current contract payment for the month in which the work was done. No claim for extra work shall be allowed unless the same wall ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is completed.

20. OMITTED WORK:

The Owner may, at any time by a written order and without notice to the sureties, require the omission of such Contract work as it may find necessary or desirable. All work so ordered must be omitted by the Contractor. The amount by which the Contract price shall be reduced and shall be determined as follows:

A. By such applicable unit prices, if any, as set forth in the Contract; or

B. By the appropriate lump sum price set forth in the Contract; or

C. By reasonable and fair estimated cost of such omitted work as determined by the Town Project Manager.

21. OWNER'S RIGHT TO TERMINATE CONTRACT:

A. If in the opinion of the owner, the Contractor shall be improperly performing said work, or shall neglect or refuse to take out or rebuild such work as shall have been rejected by the Town Project Manager as being defective or unsuitable, or if at any time the owner shall be of the opinion that the said work is being unnecessarily delayed and will not be finished within the prescribed time, they shall notify the contractor in writing, and if the contractor shall not within ten (10) calendar days thereafter, take such measures as will, in the judgment of the Owner, insure satisfactory performance, construction, and completion of the work, the Owner may notify the contractor to discontinue all work under this Contract. The Contractor shall immediately respect said notice and stop said work and cease to have any rights in the possession of the ground and shall forfeit his Contract. The Owner may thereupon advertise and re-let a contract for the uncompleted work in the same manner as was fooled in the letting of this Contract and charge the cost thereof to the original Contractor upon his Contract; and excess of cost arising therefrom over and above the original Contract price shall be charged against the original Contractor and his surety or sureties who shall be liable, therefore.

B. If the Contractor shall assign this Contract or any money accruing thereon or approved thereon, or abandon the work, or shall refuse or neglect to comply with the instructions of the Owner or Town Project Manager relative thereto, or shall in any manner fail to comply with the specifications and stipulations herein contained, the Owner shall have the right to annul and cancel this Contract and proceed to advertise and re-let a contract for the unfinished work, and such annulment shall not entitle the Contractor to any claim for

damages on account thereof, nor shall it affect the right of the Owner to recover damages on account of such failure.

22. PERMITS AND PROTECTION OF PUBLIC:

A. The Contractor shall procure and pay all permits, licenses, and approvals necessary for the execution of his contract.

B. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

C. The Contractor shall be required to observe all the ordinance in relation to obtaining permits for occupying, excavating or in anywise obstructing the streets, parking lots, and alleys. He shall erect and maintain barricades and sufficient safeguards around all excavations, embankments, or obstructions; he shall place sufficient red lights at or near the work, keep the same burning from sunset to sunrise, employ watchmen and strictly obey all laws and ordinances controlling or limiting those engaged on similar work.

D. Where there are telephone, telegraph, light, or power poles; water mains, conduits, pipe, or drains; or other construction either public or private; in or on the streets, parking lots, or alleys; the work shall be so conducted that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given, and all the facilities afforded the owners of such construction encountered or likely to be encountered, as will enable them to preserve the same from injury.

E. The Contractor will not be permitted to interfere with public or private travel and convenience by grading or tearing up streets, parking lots, or alleys indiscriminately, but the work of conducting the various items of this Contract shall proceed in an orderly, systematic, and progressive manner.

23. ROYALTIES AND PATENTS:

A. The Contractor shall hold and save the owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the owner, unless otherwise specifically stipulated in the Contract Documents.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized and incorporated into the project must be paid to the holder of the patent, or his authorized licensee, directly by the Contractor and the cost for such fees included in bid price.

C. If the Contractor uses any design, device or materials covered by letters, patent, or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device, or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work. The contractor and/or his Sureties shall indemnify and save harmless the Owner, its officials, and employees, of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design,

device or materials or any trademark or copyright in connection with work agreed to be performed under this Contract and shall indemnify the Owner for any cost, expense including attorneys and appellate fees, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

24. MATERIALS AND MANUFACTURED ARTICLES:

A. Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturer's or vendor's names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment or other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Town Project Manager , of equal substance and function. It shall not be purchased or installed by the Contractor without the Town Project Manager's written approval. Specific exceptions are explained in the Special Conditions (if any).

B. If two or more brands, makes of material, manufactured articles, devices, or equipment are shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, manufactured article, device, or equipment which, in the opinion of the Town Project Manager, is the recognized equal of that specified considering quality, workmanship and economy of operation, and is suitable for the purpose intended, may be accepted.

C. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner.

D. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

E. All material and workmanship shall in every respect, be in accordance with what, in the opinion of the Town Project Manager, is in conformity with approved modern practice.

F. Wherever the Drawings, specifications or other Contract Documents, or the directions of the Town Project Manager admit of doubt as to what is permissible and/or fail to note the quality of any work, that interpretation will be made by the Town Project Manager, which is in accordance with approved modern practice, to meet the particular requirements of the Contract.

G. In all cases, new materials shall be used, unless this provision is waived by notice from the Owner or the Town Project Manager in writing.

25. LIST OF MATERIALS, FIXTURES AND EQUIPMENT:

A. Within 15 days after receipt of Notice to Proceed and before any materials, fixtures or equipment are purchased, the Contractor shall submit for approval by the Town Project Manager a complete list of these materials, fixtures and

equipment shown in the Special Conditions (if any), together with the names and addresses of the manufacturers, and their catalog number and trade names. The Contractor shall furnish other detailed information when so directed, under the various items. No consideration will be given to partial lists submitted from time to time except that approval of long delivery items of equipment may be requested individually. Approval of items will be based upon manufacturer's published ratings. Any such items listed which are not in accordance with the Specification requirements may be rejected, and the owner shall then have the right to select fixtures and equipment therefor. The Contractor shall furnish a statement giving a complete description of all points wherein the equipment he proposes to furnish does not comply with the Specifications as well as any exceptions he may take to the Specifications. Failure to furnish such statement will be interpreted to mean that the equipment meets all requirements of the Specifications.

B. If the Contractor fails to submit for approval within the specified time a list of materials, fixtures, and equipment, in accordance with the preceding paragraph, the Town Project Manager may select a complete line of such items. Selections made by the Town Project Manager shall be final and binding and the items shall be furnished and installed by the Contractor without change in the contract price or time of completion.

26. SHOP DRAWINGS, SUBSTITUTIONS AND LIST OF MATERIALS

A. Contractor shall comply with Section 01340 Shop Drawings, Working Drawings and Samples and Section 01600 Materials and Equipment of the Technical Specifications. Contractor shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures, and manufactured articles. The purpose of the Shop Drawings is to show the suitability, efficacy, technique of manufacture, installation requirements, and details of the item and evidence of its compliance or noncompliance with the Drawings and Specifications.

B. Within 30 days of the Notice to Proceed or later date identified by the Owner the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Approval of this list by the Engineer shall in no way expressed or implied relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Specifications.

C. After the approval of the list of items required in Paragraph B, next above, Contractor shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers.

D. Contractor shall thoroughly review and check the Shop Drawings and each and every copy shall show an approval thereon.

E. If the Shop Drawings show or indicate departures from the Contract requirements, Contractor shall make specific mention thereof in Contractor’s letter of transmittal. Failure to so point out such departures shall not relieve Contractor from his responsibility to comply with the Drawings and Specifications.

F. Approval of the Shop Drawings shall constitute approval of the subject

matter thereof only, and not of any structure, material, equipment, or apparatus shown or indicated. The approval of the Shop Drawings will be general and shall not relieve the Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or work required by the Contract and not indicated on the Drawings. No work called for by Shop Drawings shall be done until the Engineer has approved the said Drawings. Approval shall not relieve the Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.

G. No approval will be given to partial submittals of Shop Drawings for items, which interconnect and/or are interdependent. It is the Contractor's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to the Engineer along with Engineers comments as to compliance, non-compliance, or features requiring special attention.

H. If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in black ink.

I. Contractor shall submit copies as provided in Section 01340 Shop Drawings, Working Drawings and Samples of the Technical Specifications (additional copies may be requested for multi-discipline related items) of each Shop Drawing to the Engineer. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

J. Contractor shall keep one set of Shop Drawings marked with the Engineer's approval at the job Site at all times.

K. Engineer has been engaged by Owner to review each Shop Drawing submittal and the record drawings up to two times as may be necessary. Should a shop drawing or record drawing not receive final approval from the Engineer after two reviews, the cost of the Engineers time for subsequent review of the submittal shall be paid by the Contractor. A Change Order shall be prepared to deduct this cost from the final Contract amount.

27. SUPPLEMENTARY DRAWINGS

A. When, in the opinion of the Engineer, it becomes necessary to explain more fully the work to be done, or to illustrate the work further, or to show any changes which may be required, Drawings, known as supplementary drawings, with specifications pertaining thereto shall be prepared by the Engineer

B. The supplementary drawings shall be binding upon the Contractor with the same force as the Drawings. Where such supplementary drawings require either less or more than the estimated quantities or work, credit to the Owner or compensations therefor to the Contractor shall be subject to the terms of the agreement.

28. INSURANCE:

The Contractor shall take out and maintain during the life of this Contract such Insurance as stipulated in the “Instructions to Bidders.”

29. INDEMNITY

The Contractor shall meet all requirements of item 21 set forth in the "Instruction to Bidders" section, during the life of this contract.

30. Item Not Used

31. Item Not Used

32. Item Not Used

33. PROTECTION OF WORK AND MATERIALS:

Facilities for handling of material and inspecting the work shall at all times be furnished by the Contractor, and all costs due to delays in handling of materials or equipment, and loss or damage, shall be at the expense of the Contractor. The Contractor shall provide suitable and adequate storage for materials and equipment during the progress of the work and be responsible for any loss or damage to the materials furnished him under other contracts, as well as those furnished by him, until the final acceptance of the completed work.

34. SUSPENSION OF WORK DUE TO WEATHER:

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Town Project Manager as to suspensions shall be final and binding. During the suspension of the work from any cause, it shall be suitably covered and protected so as to preserve it from injury by the weather or otherwise; and, if the Town Project Manager shall so direct, the rubbish and surplus material shall be removed. If, in the opinion of the Town Project Manager, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect his work, such material shall be removed and replaced at the expense of the Contractor.

35. SANITARY REGULATIONS:

Necessary sanitary conveniences for the use of laborers on the work shall be erected and maintained by the Contractor in such manner and at such points as shall be approved by the Town Project Manager. Their use shall be strictly enforced. The Contractor shall supply sufficient drinking water to his employees from such sources as shall be approved by the Town Project Manager and obey and enforce such sanitary regulations and take such precautions against infectious disease as the Town Project Manager may deem necessary. Should any infectious disease occur among his employees, he shall arrange for the immediate removal of the patient from the work and isolation of all persons connected with the work.

36. SHANTIES:

Should the Contractor build shanties, or other structures for housing men, tools, machinery, and supplies, they shall be permitted only at approved places, and their surroundings shall be maintained at all times in a sanitary and satisfactory manner. On or before the completion of the work, all such structures shall be removed together with all rubbish and trash, at the expense of the Contractor.

37. GUARANTEES:

Contractors shall guarantee the equipment, materials, and labor performed under this Contract against any and all failure in proper use and operation for a period of one (1) year from date of final acceptance of the work completed under this Contract. Contractors shall also obtain, warranties from manufacturers for each piece of equipment furnished and/or installed, so that the manufacturer's warranty fully covers the equipment from date of shipment to Contractor through the period of one (1) year after date of final acceptance of the work completed under this Contract. Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The owner will give notice of observed defects with reasonable promptness.

38. BUILDING PERMITS AND LICENSES:

The Contractor shall obtain all building and construction permits required for the work specified herein from the Town agency or department having jurisdiction over the work. The Contractor shall comply with all applicable codes and regulations and shall schedule and obtain inspections on all items requiring inspection.

39. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS:

The Town Project Manager shall decide all questions concerning the interpretation of the Drawings and Specifications pertaining to the character, quality, amount, and value of any work done and materials furnished under or by reason of this Contract and his estimate and decisions shall be final and conclusive.

40. CONTRACTOR TO CHECK DRAWINGS AND DATA:

A. The Contractor shall verify all dimensions, quantities and details shown on the Drawings, supplementary drawings, schedules, or other data received from the Town Project Manager or the owner, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflictions, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting therefrom nor from rectifying such condition at his own expense. He will not be allowed to take advantage of any error or omissions, as full instructions will be furnished by the Town Project Manager, should any error or omission be discovered. All schedules are given for the convenience of the Town Project Manager and Contractor and are not guaranteed to be complete.

B. Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the Specifications, he shall immediately give notice to the Town Project Manager of such conditions before they are disturbed. The Town Project Manager will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or

Specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Article 16 of the General Conditions.

41. DISPUTED WORK:

If the Contractor is of the opinion that any work required, necessitated, or ordered is not within the terms and provisions of this Contract, he must promptly notify the Town Project Manager, in writing, of his contentions with respect thereto and request a final determination thereon. If the Town Project Manager determines that the work in question is Contract work and not extra work, or that the order complained of is proper, he will direct the Contractor to proceed, and the Contractor must promptly comply. Final determination and decisions in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive any money therefor, until the matter in question has been determined.

42. NO WAIVER OF LEGAL RIGHTS:

A. Inspection by the Town Project Manager or by any of his duly authorized representatives, any order, measurement or certificate by the Town Project Manager, any order by the Owner for the payment of money, any payment for or acceptance of any work or any extension of time, or any possession taken by the Owner shall not operate as a waiver of any provision of the Contract or any power therein reserved to the Owner or any right to damages therein provided. Any waiver of any breach of the Contract shall not be held to be a waiver of subsequent breach.

B. The Owner reserved the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet requirements of the Contract. The Owner further reserves the right should conclusively proof of defective work on the part of the Contractor be discovered after the final payment has been made to claim and recover by proceeds of the law such sums as may be sufficient to correct the error or make good the defects in the work.

C. Any waiver of any provision of the Contract Documents shall be specific, shall apply only to the particular item or matter concerned and shall not apply to other similar or dissimilar items or matters.

43. INTENT AND CORRELATION OF DOCUMENTS:

A. Contract Documents cover, with explicit provisions, all matters relating to the Work which the Contractor undertakes to construct or perform in full compliance with such provisions. It is understood that Contractor has, by personal examination and inquiry, if necessary, satisfied himself as to all local conditions and as to the meaning, requirements, and reservations of the Contract Documents. No deviation will be allowed from the Engineer's interpretation thereof. The intent of the Contract Documents is to include all labor, materials (except as may be specifically designated to be furnished by the Owner) equipment, and transportation necessary for the proper execution of the Work. Contractor shall, in addition, provide all Work and materials not shown in detail but necessary for completion of the project as indicated or specified including a proper and suitable preparation, base or support, and a reasonable finish consistent with adjacent work which is shown or specified. Contractor shall make plural and complete all Work

which, to avoid needless repetition or for the sake of brevity, has been shown singly or partially indicated. Contractor shall follow the Specifications and Drawings and execute all Work in strict accordance therewith and with the kind and quality of materials indicated and specified. Materials or work described in words which, when so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any deviation from the Drawings and Specifications, which may be required by the exigencies of construction, shall in all cases conform to written instructions of the Engineer. The applicable provisions of the Contract Documents shall apply with equal force to all Work, including extra Work, performed under this Contract, whether performed either directly by the Contractor or by a Subcontractor.

B. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract documents, the order of precedence shall be as follows:

- Change Orders
- Contract
- Addenda
- Drawings
- Special Instructions
- Special Conditions
- General Conditions
- Bid Form

The Contract Documents are complementary, and what is called for by any shall be as The Contract Documents are complementary, and what is called for by any shall be as binding as if called for by all.

Contractor shall carefully study and compare all Drawings, Specifications and other instructions and shall test all figures on the Drawings before laying out the work. The following shall apply in regard to drawing specifications:

1. Full size details shall take precedence over scale drawings and large-scale drawings shall take precedence over small scale drawings. Dimensions given in figures shall take precedence over scaled dimensions.

2. When measurements are affected by conditions already established or where items are to be fitted into constructed conditions it shall be Contractor's responsibility to verify all such dimensions at the Site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings.

3. Wherever a stock size of manufactured item or piece of equipment is specified by its nominal size, it shall be the responsibility of Contractor to determine the actual space requirements for setting and for entrance to the setting space and to make all necessary allowances and adjustments therefore in Contractor’s work without additional cost to the Owner.

C. When resolving conflicts with the Drawings, the entire installation and each part thereof shall be constructed in the position required. The finished surfaces of structures shall conform to the elevation and/ or gradients

specified, and all part of substructures and superstructures shall be in proper alignment and adjustment. Contractor shall provide all frames, cribbing, false work, scaffolds, shoring, guides, anchors, and temporary structures which may be necessary to obtain these results, although such will not, generally, be shown or noted on the Drawings; and the Contract Price(s) shall include and cover all such work, material, and construction. Any deviation from the Drawings, which may be found necessary or advantageous, will be determined by the Engineer.

44. DEFECTIVE WORK:

A. If at any time, before final acceptance of the work or materials, defects therein shall be found, the Contractor shall promptly correct such defects, remove, and dispose of all defective or unsatisfactory work or materials, and supply others in accordance with the Contract. Previous construction of such work will not relieve the Contractor of the responsibility for good work or materials, although the defects may have been overlooked by the Town Project Manager or may have been the result of damage from any cause.

B. Should the Contractor fail or refuse to remove and renew any defective work performed, or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract within the time indicated in writing, the owner shall have the authority to cause the unacceptable or defective work to be removed or renewed, or such repairs as may be necessary to be made at the Contractor's expense. Any expense incurred by the owner in making these removals, renewals, or repairs, which the Contractor has failed or refused to make, shall be paid for out of any monies due or which may become due the Contractor, or may be charged against the contract bond. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs, promptly, fully, and in an acceptable manner, shall be sufficient cause for the Owner to declare the Contract forfeited, in which case the owner at its option may instruct the Town Project Manager to purchase materials, tools, and equipment and employ labor or may contract with any other individual, firm or corporation, or may proceed with its own forces to perform the work.

C. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him, or shall be charged against the contract bond. Any special work performed as described herein, shall not relieve the Contractor in any way from his responsibility for the work performed by him.

D. At the request of the Town Project Manager, the Contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for by Change Order, but should the work so exposed or examined prove unacceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense.

E. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect be discovered or obligate the owner to final acceptance.

F. If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner, its officials, and employees, against any such claim.

45. SEPARATE CONTRACT:

A. The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors a reasonable opportunity for the introduction and storage for their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

B. If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Town Project Manager any defects in such work that render it unsuitable for such proper execution and results. His failure so to inspect and report shall constitute his acceptance, at his own risk, of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of the work under this Contract.

C. To ensure the proper execution of his subsequent work, the Contractor shall measure work already in place and shall at once report to the Town Project Manager any discrepancy between the executed work and the Drawings.

46. DISTRIBUTION OF WORK:

A. Arrangement of the Specifications in sections under general titles descriptive of the principal materials or trades covered, is for convenience. This subdivision follows trade practice as far as deems practical without unreasonable complicated or minute breakdown. Under many divisions it has seemed proper to include items of other trades or types of materials, the use of the installation of which is closely related to the principal subject of that division. Such arrangement shall not operate to make the Town Project Manager an arbitrator to establish subcontract or trade limits between Contractor and subcontractor or trades.

B. Contractor and all subcontractors shall study all of the Drawings and Specifications in sufficient detail to assure that all required items are included. It shall be the Contractor's responsibility to so arrange distribution of the work that all required items are provided by the proper trades and at the proper times, without controversy as to contract obligation, or as to jurisdiction, and he shall make all necessary adjustments to this end.

47. REFERENCE TO STANDARDS:

A. Wherever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization, or body, it shall be construed to mean the latest standard, code, specification, or tentative specification adopted and published at the date of advertisement for bids, even though reference has been made to an earlier standard. The following list of specifications are hereby made a part of the Contract the same as if they were incorporated by reference herein and repeated in full.

In the event of any conflict between any of these specifications, standards, codes, or tentative specifications, and the Specifications, the latter shall govern. In the event that one of the following conflicts with another, the decision as to which shall govern will be decided by the Town Project Manager, whose judgment will be final.

B. Reference to a technical society, organization, or body may be made in the Specifications by abbreviations, in accordance with the following list:

AASHTO	for American Association of State Highway and Transportation Officials
ACI	for American Concrete Institute
AGMA	for American Gear Manufacturers' Association
IEEE	for Institute of Electrical and Electronic Engineers
AFBMA	for Anti-friction Bearing Manufacturers' Association
AISC	for American Institute of Steel Construction
ASCE	for American Society of Civil Engineers
ASTM	for American Society for Testing Materials
ASME	for American Society of Mechanical Engineers
AWSC	for American Welding Society Code
AWWA	for American Water Works Association
AWPA	for American Wood Preservers Association
CIPRA	for Cast Iron Pipe Research Association Fed. Spec. for Federal Specification
NEC	for National Electric Code
NEMA	for National Electrical Manufacturers Association
NLMA	for National Lumber Manufacturers Association
SAE	for Society of Automotive Engineers Standards
SHBI	for Steel Heating Boiler Institute
DOT	for Florida Department of Transportation
U.L., Inc.	for Underwriters' Laboratories, Inc.
ANSI	for American National Standards Institute
NFPA	National Fire Protection Association
FBC	for Florida Building Code

C. When no reference is made to a code, standard, or specification, the standard specifications of the ASTM, the ANSI, the ASME, the IEEE, or the NEMA shall govern.

48. STOCKPILED MATERIAL:

No payment will be allowed for stockpiled material to be incorporated in the work unless specifically set forth in the Technical Specifications.

END OF SECTION

SPECIAL CONDITIONS

INDEX

BID NO. ITB 23-03
Built-Out Improvements for The Building Department

Article No.	Title	Page No.
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2.	GENERAL	3
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7.	TIME OF COMPLETION (SCHEDULE)	3
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16.	INVOICES FOR MATERIAL ON SITE	5
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18.	FIELD LAYOUT OF THE WORK	5
19.	CONTRACTOR TO CHECK DRAWINGS AND DATA	6
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21.	WORK ADJACENT TO UTILITIES	6
22.	OBSTRUCTIONS	6

23. MAINTENANCE OF OPERATION 6
24. UTILITY (EXISTING & NEW) 7
25. TESTING 7
26. SITE RESTORATION 7
27. ENFORCEMENT OF SPECIFICATIONS 8
28. SAFETY AND HEALTH REGULATIONS 8
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SPECIAL CONDITIONS

BID NO. ITB 23-03
Built-Out Improvements for The Building Department

1. SCOPE

Work under this Contract includes furnishing all materials, labor, tools, equipment, supervision, and incidentals necessary to construct the improvements as indicated on the Drawings and specified herein, and to perform all repair and replacement work necessary as a result of damages caused during this construction. All work shall be complete in place and ready for continuous operation.

2. GENERAL

The provisions of this Section shall modify and amplify the general requirements of other sections of these Specifications in specific instances and shall have full force and effect as if contained in each section.

3. APPLICABLE LAWS

The Contractor shall obey all applicable Federal, State, and local laws.

4. STANDARDS

Wherever in these Specifications certain standards or regulations are referred to by name and/or number, the applicable publication shall be the latest revision thereof.

5. QUALITY OF ITEMS

All material and equipment furnished for this project shall be new and unused and of domestic manufacture. Any materials or equipment which, in the opinion of the Owner, has become excessively weathered or damaged since manufacture shall not be considered as new.

6. ITEMS SPECIFIED ON DRAWINGS

Items of material, equipment, machinery, and the like may be specified on the Drawings and not in the Specifications. Such items shall be provided by the Contractor in accordance with the Specifications of the Drawings.

7. TIME OF COMPLETION (SCHEDULE)

A. The work shall begin at the time stated in the “Notice to Proceed” issued to the Contractor and be completed within the allotted contract time set forth in the Contract.

8. WORK SCHEDULE

As required in Article 6 of the General Conditions, the Contractor shall provide the Project Manager/Owner with a work schedule setting out in detail his/her plan for completing the work within the Completion Schedule. The work schedule shall indicate among other things the time required for ordering, manufacturing, and delivering of pipe and other materials. This work schedule shall be reviewed by the Project Manager/Owner and once approved shall serve as a guide to the progress of construction and the performance of the Contractor. No partial payments shall be approved for payment by the Project Manager/Owner until there is an approved work schedule on hand.

9. COORDINATION OF WORK

The Contractor may expect other construction to occur in the vicinity of this project during the course of the contract. In such instances, the Contractor will be required to cooperate fully so as to eliminate or minimize the creation of conflicts. Adjustments from time to time may be required in the Contractor's work location and/or schedule provided a reasonable notice is given by the Owner.

10. PAYMENT

A. Payments for partial completion of lump sum items will be determined by the Project Manager/Owner based on the amount of work done.

B. Payments for unit price items may be subject to a retention based on the amount of work remaining for full completion. It is anticipated that this retainage will primarily represent testing, restoration, etc., and should not exceed approximately ten percent of the unit price for the bid item as applied to the quantity being approved for payment. The percentage amount of this additional retainage will be determined by the Project Manager/Owner based on the amount of work done and is in addition to the retainage discussed in paragraph C. below.

C. All pay items whether lump sum or unit price are subject to the ten percent retainage for each partial payment as specified in Article 17 of the General Conditions.

11. EXTRA QUANTITIES

Should it become necessary to increase the quantities of materials above those required to complete the work shown on the Drawings or specified herein due to changes in the design or layout of the works, the Contractor shall furnish and install such additional materials or make such additional excavation as ordered by the Owner in writing.

12. BID BREAKDOWN

The Bidder shall furnish a detailed breakdown of the costs used in preparing his/her Bid within thirty (30) days after Contract award. This breakdown, if approved, so furnished by the successful Bidder, shall become the basis for partial payments to be made to the Contractor in accordance with General Conditions. If the cost breakdown appears to be unbalanced, the detailed breakdown may be rejected, or the Owner may make such revisions as may be necessary to balance the various costs in the breakdown to arrive at a realistic cost breakdown.

13. SALES TAX

The Contractor shall familiarize himself/herself with the requirements of the State of Florida pertaining to the exemption from State Sales Tax as it may apply to the Owner.

14. RESPONSIBILITY FOR MATERIALS

The Contractor shall be responsible for all materials, equipment and supplies sold and delivered to the Owner until final inspection of the work and acceptance thereof by the Owner. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, Contractor shall replace same without cost to the Owner.

15. FINAL BILL OF MATERIALS

The Contractor shall be required to submit a final bill of materials with unit costs for each bid item requiring materials only. This shall be an itemized list of all materials with a unit cost for each material and the total shall agree with unit costs established for each Contract item.

16. INVOICES FOR MATERIAL ON SITE

To receive approval for progress payment on component material on site, the Contractor is required to submit to the Owner copies of the original paid invoices with the monthly estimate for all material to be approved for payment. This requirement applies to both lump sum and unit price items.

17. SALVAGE

Any existing equipment or material, including but not limited to, valves, pipes, fittings, couplings, etc., which is removed or replaced as a result of construction under this project may be designated as salvage by the Owner and if so shall be excavated, if necessary, and delivered to the Owner at a location directed by the Owner. Any equipment or material not worthy of salvaging shall be disposed of by the Contractor at a suitable location.

18. FIELD LAYOUT OF THE WORK

The entire responsibility for establishing and maintaining line and grade in the field lies with the Contractor. The cost of all such field layout and surveying work shall be included in the bid prices for the appropriate items and shall not result in any additional or separate cost to the Owner.

19. CONTRACTOR TO CHECK DRAWINGS AND DATA

The Contractor shall verify all dimensions, quantities, locations, materials, and details shown on the Drawings, supplementary drawings, schedules, or other data received from the Engineer, and shall notify him/her of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting therefrom nor from rectifying such condition at his/her own expense. He/she will not be allowed to take advantage of any error or omissions, as full instructions will be furnished by the Owner, should any error or omissions be discovered.

All schedules are given for the convenience of the Owner and Contractor and are not guaranteed to be complete.

20. LOCATION AND PROTECTION OF UTILITIES

It shall be the Contractor's responsibility to ascertain the exact location of all utilities prior to construction regardless of information which may be indicated on the Drawings. Utilities shall be located and marked in the field. The Contractor shall take whatever steps are necessary to protect the utilities from damage. Any damages sustained by any utility as a result of operations under this Contract shall be promptly repaired or replaced at the sole expense of the Contractor and no additional money shall be due for this repair or replacement work under this Contract.

21. WORK ADJACENT TO UTILITIES

The attention of the Contractor is drawn to existing utilities in the construction area. The Contractor shall protect all existing utilities throughout the construction and shall contact the offices of Sunshine 811 and various utility companies, if necessary, at least 48 hours prior to the start of any construction.

22. OBSTRUCTIONS

A. The attention of the Contractor is drawn to the fact that the Town hall is an occupied and under operation building, thus, the contractor must be aware of any adverse actions, which will affect the building operations at all times

23. MAINTENANCE OF OPERATION

A. The Contractor shall fully cooperate at all times with the Owner in order to maintain the operation of the existing utilities with the least amount of interference and interruption possible. Public health and safety considerations shall exceed all others and the Contractor's schedule, plans and work shall at all times be subject to alteration and revision if necessary for public health and safety considerations. The creation of a public nuisance will not be permitted.

B. It may be necessary for the Contractor to interrupt the operation of the system. In all cases where the Contractor must cause an interruption, he/she shall prepare and submit and to the Owner seven (7) days prior to commencing the work, a complete description and his/her proposed procedure and a time schedule which he/she will guarantee. At least twenty-four (24) hours prior to the time proposed for starting the work the Contractor will be notified whether or not the work will be permitted as proposed.

(1) The Owner reserve the right to require the Contractor to work 24 hours per day in all cases where, in their opinion, interference with operation of the system may result in dangerous health hazards or offensive conditions.

(2) In no case will the Contractor be permitted to interfere with the existing system until all materials, supplies, equipment, tools, and incidentals necessary to complete the work are on the site. Back-up equipment on key equipment items shall be required on work necessitating interference with the existing system.

24. UTILITY (EXISTING & NEW)

The Contractor will plan his/her work and conduct his/her construction operations in cooperation with the various utility companies. The Contractor will use extreme caution where construction is performed in proximity to utilities, and the Owner will be notified when any work may conflict with utilities.

25. TESTING

A. All testing not otherwise called for in these Specifications shall be directed by the Owner or his/her authorized agent.

B. Unless otherwise specifically stated in the Drawings or Specifications, all laboratory expenses will be paid by the Contractor.

C. The Contractor will be required, at his/her expense, to provide samples of materials to be tested, or make available or prepare sites for the testing procedures and supply any necessary equipment to make these tests in the field. The Contractor will be required to pay all expenses including the laboratory fees to ensure all work meets the minimum standards within the specified tolerances set forth in the Specifications.

26. SITE RESTORATION

The Contractor shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Contract, done to existing structures, pavement, driveways, paved areas, curbs and gutters, irrigation systems, sidewalks, shrubbery, grass, trees, utility poles, utility pipelines, conduits, drains, catch basins, flagstones, rocked, graveled, or stabilized areas or driveways and including all obstructions not specifically named herein, shall be repaired, and restored to a condition acceptable to the Owner.

27. ENFORCEMENT OF SPECIFICATIONS

Copies of the Specifications will be placed in the hands of all the assistants to the Owner and Inspectors employed on the work, who shall enforce each and every requirement of the Contract. Such assistants shall have no authority to vary from such requirements.

28. SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated the Occupational Safety and Health Act of 1970 (PL 91596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 9154).

29. APPRENTICE AND TRAINEE EMPLOYMENT REQUIREMENTS

The Contractor shall comply with all provisions of Section 446.011, et.seq, Florida Statutes, as promulgated by Chapter 8AA4, Florida Administrative Code, as amended, which requires among other things that all contracts in excess of $25,000:

A. The Contractor or supplier agrees to make a diligent effort to hire for the performance of the contract a number of apprentices or trainees in each occupation which bears to the average number of journeymen in that occupation to be employed in the performance of the contract, the ratio of at least one apprentice or trainee to every five journeymen.

B. The Contractor or supplier agrees, when feasible, to assure that 25 percent of such apprentices or trainees are in their first year of training, except when the number of apprentices or trainees to be to be hired is fewer than four.

C. The Contractor or supplier agrees to submit, at three-month intervals, to the Bureau of Apprenticeship of the Division of Labor, records of employment by trade of the number of apprentices or trainees employed; race of all apprentices; the number of apprentices or trainees in Their first year of training; and total hours of work of all apprentices, trainees, and journeymen.

D. The Contractor or supplier agrees to submit to the Bureau of Apprenticeship of the Division of Labor, at three-month intervals, a statement describing steps taken towards making a diligent effort in the hiring of apprentices and trainees and containing a breakdown by craft or hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.

30. WORKING HOURS - HOLIDAYS

Work on the Contract shall not be performed during Sundays and state or Town legal holidays, except in time of emergency and then only under written permission from the project manager. Working hours should normally be restricted to the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday and 8:00 A.M. TO 5:00 P.M. Saturday.

31. STAGING AREA(S)

Contractor shall be permitted to stage work services in areas designated by the Town. Staging area(s)s for dumpster(s), work vehicle(s) and employee parking is identified on Exhibits A, B, C & D (attached).

32. SPECIAL REQUIREMENTS OF BROWARD COUNTY CDBG PROJECTS

The prime contractor shall and shall require each subcontractor to fulfill the county requirements by accepting referrals and interviewing eligible laborers and/or trainees. These eligible laborers and trainees shall fill entry-level positions in the contractor's construction work force and be provided with meaningful training in order to increase the likelihood that they be absorbed into the permanent work force upon completion of the project if the contractor has entry level positions available.

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TOWN OF PEMBROKE PARK

TOWN OF PEMBROKE PARK PROJECT

BID NO. ITB 23-03

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01010 Summary of Work
01015 General Requirements
01025 Measurement and Payment
01045 Cutting and Patching
01046 Modifications to Existing Structures, Piping and Equipment
01050 Field Engineering and Surveying
01090 References
01152 Applications for Payment
01153 Change Order Procedures
01200 Project Meetings
01310 Construction Schedules
01340 Shop Drawings, Working Drawings and Samples
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01505 Control of Work
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01720 Project Record Documents
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DIVISION 2 - SITEWORK (NOT USED)

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DIVISION 4 – MASONRY

DIVISION 5 - METALS

DIVISION 6 - WOOD AND PLASTICS

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

DIVISION 8 - DOORS AND WINDOWS

DIVISION 9 - FINISHES

DIVISION 10 – SPECIALTIES

DIVISION 11 – EQUIPMENT

DIVISION 13 - SPECIAL CONSTRUCTION

DIVISION 14 - CONVEYING SYSTEM

DIVISION 15 - MECHANICAL

DIVISION 16 - ELECTRICAL

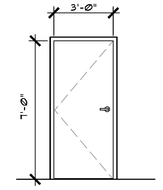
16000 General Requirements
16011 Codes and Standards
16050 Basic Wiring and Methods
16110 Raceway and Boxes
16120 Conductors
16160 Panelboards
16180 Safety Switches, Circuit Breakers & Fuses
16195 Electrical Identification
16450 Grounding
16500 Lighting

WINDOW SCHEDULE:

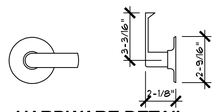
MARK	NOMINAL SIZE	MATERIAL	TYPE	REMARKS
W A	9'-10" x 6'-8"	ALUMINUM	FIXED INTERIOR	CATEGORY II INTERIOR WINDOW
W B	8'-7" x 6'-8"	ALUMINUM	FIXED INTERIOR	CATEGORY II INTERIOR WINDOW
W C	11'-6" x 6'-8"	ALUMINUM	FIXED INTERIOR	CATEGORY II INTERIOR WINDOW
W D	20'-0" x 6'-8"	ALUMINUM	FIXED INTERIOR	CATEGORY II INTERIOR WINDOW
W E	11'-6" x 6'-8"	ALUMINUM	FIXED INTERIOR	CATEGORY II INTERIOR WINDOW
W F	23'-2" x 6'-8"	ALUMINUM	FIXED INTERIOR	CATEGORY II INTERIOR WINDOW

DOOR SCHEDULE

MARK	NOMINAL SIZE	TYPE	MATERIAL	FRAME	FINISH	REMARKS
D EX	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING	EXISTING DOOR TO REMAIN AND BE REUSED
D 1	(2)3'-0" x 6'-8"	1	GLASS	--	--	NEW INTERIOR DOOR **WITH ADA HARDWARE, PANIC BAR AND DOOR CLOSER**
D 2	3'-0" x 6'-8"	1	WOOD	FRE-HUNG WOOD FRAME	PAINT	NEW INTERIOR DOOR (C- LABEL RATED) **WITH ADA HARDWARE, PANIC BAR AND DOOR CLOSER**
D 3	3'-0" x 6'-8"	1	WOOD	FRE-HUNG WOOD FRAME	PAINT	NEW INTERIOR DOOR (C- LABEL RATED) **WITH ADA HARDWARE, PANIC BAR AND DOOR CLOSER**
D 4	3'-0" x 6'-8"	1	GLASS	--	--	NEW INTERIOR DOOR **WITH ADA HARDWARE, PANIC BAR AND DOOR CLOSER**
D 5	3'-0" x 6'-8"	1	WOOD	FRE-HUNG WOOD FRAME	PAINT	NEW INTERIOR DOOR (C- LABEL RATED) **WITH ADA HARDWARE, PANIC BAR AND DOOR CLOSER**
D 6	3'-0" x 6'-8"	1	WOOD	FRE-HUNG WOOD FRAME	PAINT	NEW INTERIOR DOOR **WITH PRIVACY HARDWARE**
D 7	3'-0" x 6'-8"	1	WOOD	FRE-HUNG WOOD FRAME	PAINT	NEW INTERIOR DOOR **WITH PRIVACY HARDWARE**
D 8	3'-0" x 6'-8"	1	WOOD	FRE-HUNG WOOD FRAME	PAINT	NEW INTERIOR DOOR **WITH PRIVACY HARDWARE**
D 9	3'-0" x 6'-8"	1	WOOD	FRE-HUNG WOOD FRAME	PAINT	NEW INTERIOR DOOR **WITH PRIVACY HARDWARE**
D 10	3'-0" x 6'-8"	1	WOOD	FRE-HUNG WOOD FRAME	PAINT	NEW INTERIOR DOOR **WITH PRIVACY HARDWARE**
D 11	3'-0" x 6'-8"	1	WOOD	FRE-HUNG WOOD FRAME	PAINT	NEW INTERIOR DOOR **WITH PRIVACY HARDWARE**
D 12	(2)3'-0" x 6'-8"	1	WOOD	FRE-HUNG WOOD FRAME	PAINT	NEW INTERIOR DOOR **WITH PRIVACY HARDWARE**
D 13	(2)3'-0" x 6'-8"	1	WOOD	FRE-HUNG WOOD FRAME	PAINT	NEW INTERIOR DOOR **WITH PASSAGE HARDWARE**
D 14	3'-0" x 6'-8"	1	WOOD	FRE-HUNG WOOD FRAME	PAINT	NEW INTERIOR DOOR **WITH PASSAGE HARDWARE**
D 15	3'-0" x 6'-8"	1	WOOD	FRE-HUNG WOOD FRAME	PAINT	NEW INTERIOR DOOR **WITH PRIVACY HARDWARE**



1 VIEW, DOOR TYPE #1
SCALE: NOT TO SCALE



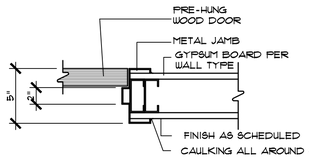
HARDWARE DETAIL
ACCESSIBILITY COMPLIANCE

(A.D.A. AND STATE OF FLORIDA ACCESSIBILITY CODE)

1. ALL INTERIOR DOORS SHALL BE HARDWARE ADJUSTED TO REQUIRE A MAXIMUM OF 5 lb OPENING PRESSURE AT ANY POINT OF SWING.

DOOR NOTES

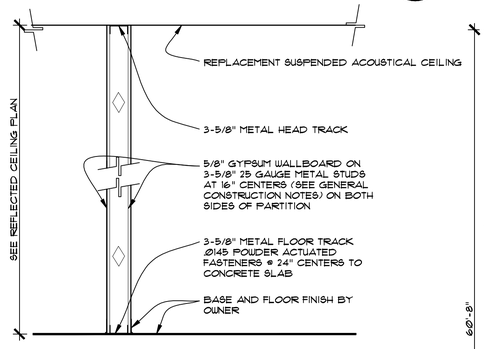
1. ALL DOORS SHALL BE FINISHED AS DIRECTED BY OWNER.
2. HARDWARE SELECTION SHALL BE BY OWNER.
3. ALL DIMENSIONS SHOWN ARE EITHER MASONRY OPENING OR ROUGH OPENING FOR DOOR.



INTERIOR DOOR DETAIL

7 / A-1

SCALE: NOT TO SCALE



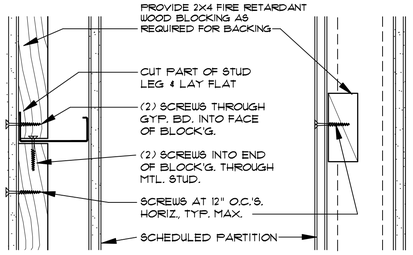
TYPICAL INTERIOR PARTITION

6 / A-1

SCALE: NOT TO SCALE (NON-BEARING, NON-FIRE-RATED)

GENERAL NOTE

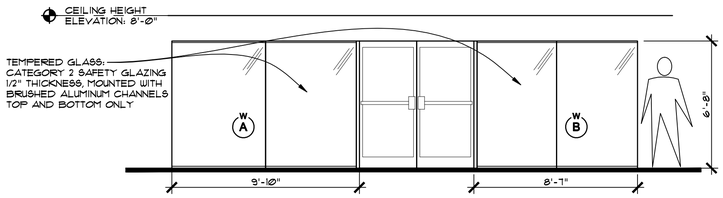
WHERE BACKING/BLOCKING IS REQUIRED WITHIN THE PROPOSED FIRE RATED PARTITIONS, DO NOT USE WOOD OR ANY COMBUSTIBLE MATERIALS. SUBSTITUTE 3-5/8" 20 GAUGE STUDS INSTALLED BETWEEN THE TYPICAL 22 GAUGE 6" VERTICAL STUDS AT 16" CENTERS. AFFIX THE BLOCKING STUD TO THE VERTICALS WITH MINIMUM (3) DRYWALL SCREWS EACH END.



TYPICAL BLOCKING

5 / A-1

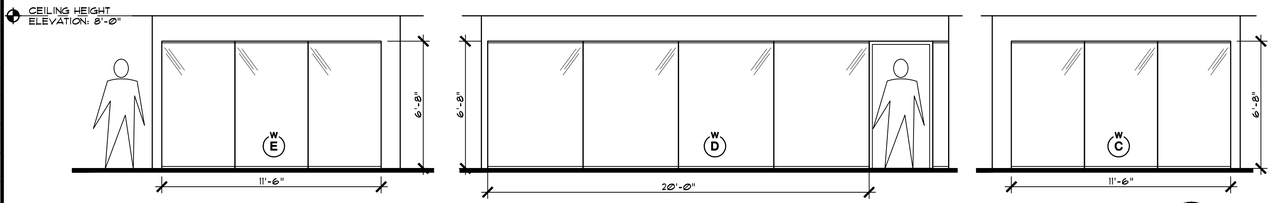
SCALE: NOT TO SCALE



WINDOWS 'A' & 'B' ELEVATION

2 / A-1

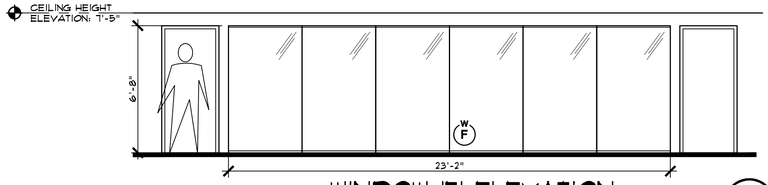
SCALE: 1/4" = 1'-0"



WINDOWS 'C', 'D' ,'E' ELEVATION

3 / A-1

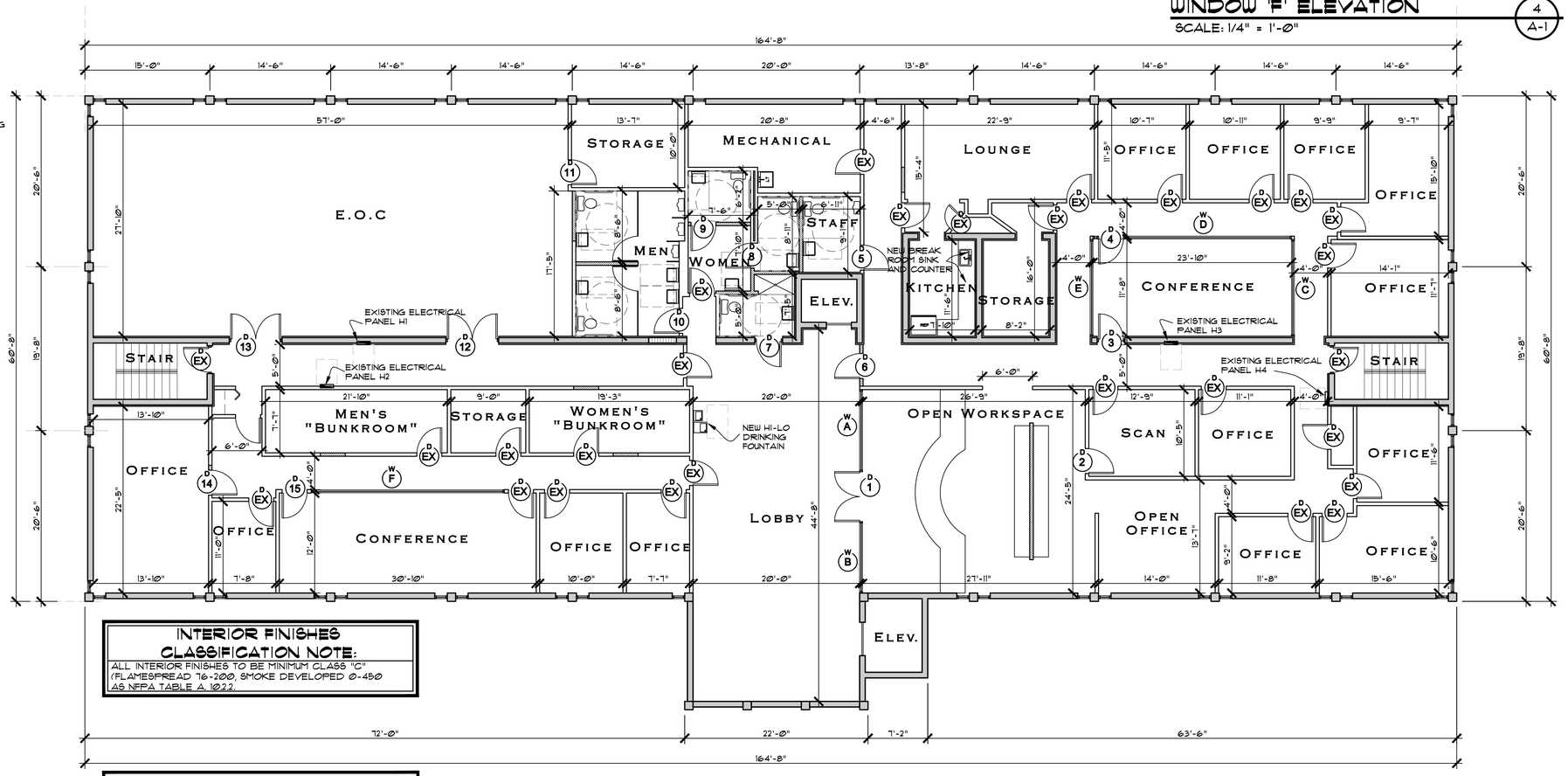
SCALE: 1/4" = 1'-0"



WINDOW 'F' ELEVATION

4 / A-1

SCALE: 1/4" = 1'-0"



INTERIOR FINISHES CLASSIFICATION NOTE:

ALL INTERIOR FINISHES TO BE MINIMUM CLASS "C" (FLAMESPREAD 76-200, SMOKE DEVELOPED 0-450 AS NFPA TABLE A. 10.2.2.

WALL LEGEND

- EXISTING MASONRY WALL TO REMAIN
- NEW PORTION OF MASONRY WALL
- EXISTING INTERIOR PARTITION TO REMAIN
- NEW INTERIOR PARTITION PER DETAIL 6/A-1

RENOVATION FLOOR PLAN

1 / A-1

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

north

Revisions:
1
2
3
4
5

Project Number 220905

INTERIOR IMPROVEMENTS
TOWN OF PEMBROKE PARK
THIRD FLOOR RENOVATION
3150 SOUTHWEST 52ND AVENUE
PEMBROKE PARK, FLORIDA 33023

STEPHEN BRASGALLA, ARCHITECT
STATE OF FLORIDA REGISTRATION NO. AR12239
6991 WEST BROWARD BOULEVARD SUITE 100
PLANTATION, FLORIDA 33317
TELEPHONE 954.614.3801
TELEFAX 954.208.0600
ARCHITECT @ DESIGN23.NET

PROGRESS REVIEW SET 11-3-22 (NOT FOR CONSTRUCTION)

Project Name: INTERIOR IMPROVEMENTS

Drawn By:	Checked By:
ES	STB
Scale: SHOWN	Date: 11-3-22

Project Number 220905

Sheet: A-1

Agenda Item Report

Subject:	Discussion on Fire Fee and Milage Rate — Sponsored by Mayor Jacobs
Meeting Date:	Workshop Commission Meeting - May 27, 2026
Prepared For:	Workshop Commission
Staff Conact:	Geoffrey Jacobs, Mayor
Dept/Group:	Commission
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Pembroke Park Fire Assessment_Final Report 6-29-23

TOWN OF PEMBROKE PARK

FIRE ASSESSMENT STUDY

Final Technical Report

June 29, 2023

Prepared for:

Town of Pembroke Park

3150 SW 52nd Ave

Pembroke Park, FL 33023

ph (954) 966-4600

Prepared by:

Benesch

1000 N. Ashley Dr., Suite #400

Tampa, FL 33602

ph (813) 224-8862

nkamp@benesch.com



TOWN OF PEMBROKE PARK
FIRE ASSESSMENT STUDY

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I. Introduction

Fire services in the Town of Pembroke Park are provided through a contractual agreement with the Broward County Sheriff's Office (BSO) primarily from Station 27, located at 2610 SW 40th Avenue. The Town is interested in implementing a fire assessment to help fund a portion of these services. To detemine the appropriate assessment rates, the Town retained Benesch (formerly Tindale Oliver) to prepare a fire assessment study. A fire assessment is an annual charge applied to each property in the Town that, typically, is collected through the property owners' tax bill under Florida's Uniform Assessment Collection Act. This document provides an explanation of the methodology used to calculate the fire assessment rates and the findings of the fire assessment study.

Fire Departments' primary function/goal is to respond to fire and medical incidents within a criticial time frame to save lives and structures. Availability of this service on a 24-hour basis for 7 days a week along with the appropriate use of these resources is critical for the entire community during incidents by saving lives and protecting property, and through reductions in insurance premiums and increased property values.

This study includes the Town of Pembroke Park's budget associated with providing fire rescue and medical service with the exception of advanced life support (ALS) services. As discussed further in the Legal Requirements section of this report, fire assessments may not include costs related to non-traditional fire department services such as ALS. The portion of the Towns fire budget associated with ALS services is excluded from the calculation of the Fire Assessment rates developed in this report.

Consistent with the approach utilized by many jurisdictions throughout Florida, this study uses a methodology that combines benefits received from the availability of the fire rescue services by BSO with use of its resources, including equipment and personnel, for non-ALS incidents to determine the relative special benefit received by and allocate costs to each assessable property.

II. Methodology and Legal Requirements

As mentioned previously, the study methodology has two components:

- Benefit received from the availability of the fire rescue services on a 24-hour, 7 days a week basis, and
- Benefit received from the actual response to events.

Benefit from the Availability of the Fire Rescue Services

The availability of the fire rescue services benefits properties in terms of insurance premium reductions as well as an increase in property values even if services of BSO are never directly utilized by an individual property.

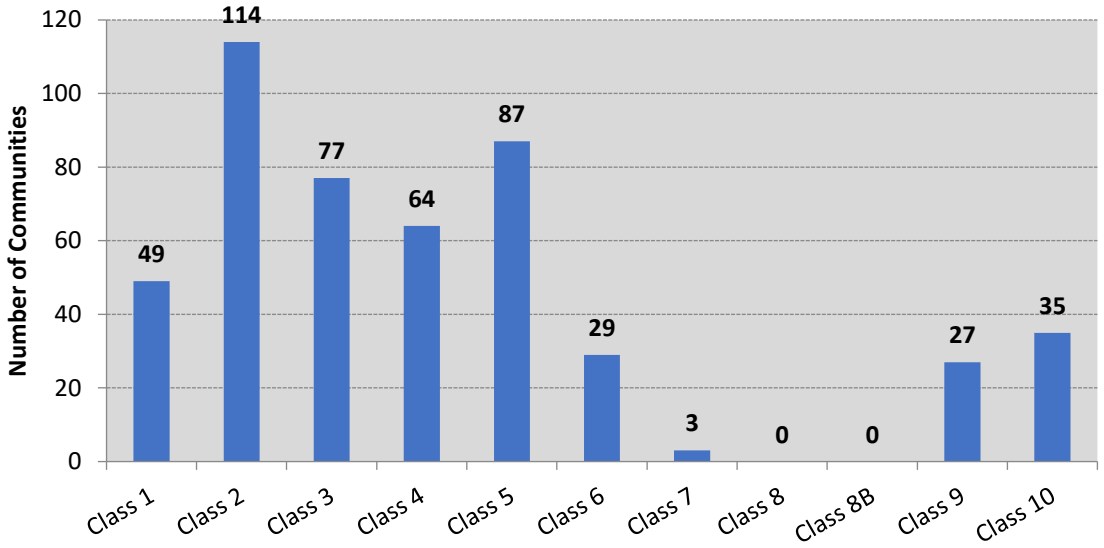
Measurement of a community's fire protection services is provided through the Insurance Services Office (ISO), which collects information on municipal fire protection efforts throughout the United States. Ratings by the ISO are accepted by the insurance industry and by fire departments nationwide as the industry standard for measuring a fire department's capacity and ability to suppress fire incidents. For each community, ISO analyzes relevant data using its Fire Suppression Rating Schedule (FSRS). The three primary areas of data analyzed include 1) fire department fire alarm and communications system, 2) fire department staff and equipment, and 3) water supply system available to the fire department. In turn, the FSRS is used to assign a Public Protection Classification (PPC) from 1 to 10 (commonly referred to as a fire department's "ISO Rating"). An ISO Rating of Class 1 represents excellent public protection, while an ISO Rating of Class 10 indicates that the community's fire-suppression program does not meet ISO's minimum criteria. Participation in the ISO program aims primarily to provide a community with an objective and standard rating system used nationwide that assists fire departments in planning and budgeting for facilities, equipment, and training. In addition, ISO ratings are used by many insurance companies to establish appropriate fire insurance premiums for residential and commercial properties within that community, thus providing a financial incentive for communities that choose to improve their fire protection services. This reduction in insurance premiums for structures and property is a special benefit to property supporting the fire assessments presented in this study.

Studies conducted on the impact of ISO ratings on insurance premiums documented that an improvement from Class 10 to Class 7 reduced insurance premiums 30 percent to 40 percent for

residential properties. An improvement from Class 10 to Class 6 or better resulted in insurance premium reductions of 15 percent to 20 percent for office buildings.

The current ISO rating in Pembroke Park is Class 5. Class 5 ratings are achieved by approximately 18 percent of the communities in Florida. **Figure 1** presents the distribution of ISO Ratings for Florida communities.

Figure 1
Distribution of ISO Ratings for Florida Communities



Source: Insurance Services Office; Public Protection Classification

Benefit from the Active Use of The Fire Rescue Services

Over 95 percent of the incidents responded by BSO in Pembroke Park are medical in nature and less than five (5) percent are fire related. As mentioned previously, this study examines the use of total available resources in responding to these incidents to allocate a portion of the costs to assessed properties. BSO has the capabilities to respond to fire incidents at any of the buildings in the town regardless of size.

Legal Requirements

There is a substantial body of case law in Florida upholding the authority of local governments to impose special assessments for fire services. See, for example, Fire Dist. No. 1 of Polk County v. Jenkins, 221 So.2d 740 (Fla. 1969); Lake County v. Water Oak Management Corp., 695 So. 2d 667

(Fla. 1997), City of North Lauderdale v. SMM Properties, Inc., 825 So.2d 343 (Fla. 2002), Desiderio Corp. v. City of Boynton Beach, 39 So.3d 487 (4th DCA 2010). The authority of local governments to adopt and impose special assessments for fire services and to develop fair and reasonable assessment apportionment methodologies was recently reaffirmed and unanimously upheld by the Florida Supreme Court in Morris vs. City of Cape Coral, 163 So.3d 1174 (Fla. 2015). This case upheld the City of Cape Coral's fire assessment program that recognized insurance savings, reduction in financial liability, and enhanced property values among the special benefits to property received from the Fire Department's services. This case also approved the availability-based benefit approach that is being incorporated into this study.

Under Florida case law, the services or improvements funded by the assessment must have a logical relationship with and provide "special benefit" to property, and the assessment methodology must apportion the costs in a fair and reasonable manner. A local government's legislative determination of special benefit and fair apportionment should be upheld by a court unless the determination is arbitrary and not supported by competent, substantial evidence. Sarasota County v. Sarasota Church of Christ, Inc., 667 So.2d 180, 183 (Fla. 1995) (citing City of Boca Raton v. State, 595 So.2d 25, 30 (Fla. 1992). In City of North Lauderdale v. SMM Properties, Inc., 825 So.2d 343 (Fla. 2002), the Florida Supreme Court reaffirmed that traditional fire protection services such as fire suppression, fire prevention, fire/building inspections and first response medical services (BLS) provide special benefit to property but held that advance life support (ALS) and medical transport do not have a logical relationship to property. The North Lauderdale decision limits a fire assessment to that portion of the fire department budget that relates to traditional fire services, including first responder services. The use of historical demand for fire protection services, by reviewing calls for service, was upheld as a reasonable and fair basis for apportioning fire protection costs to assessed properties in the North Lauderdale case. In Desiderio Corporation, et al. v City of Boynton Beach, et al., 39 So.3d 487 (Fla. 4th DCA 2010), a method of allocating budget costs between fire rescue costs and ALS costs was approved as a fair and reasonable way to identify and remove ALS costs from the calculation of a fire assessment.

The fire assessment methodology contained in this report is consistent with Florida case law and uses a combination of availability-based and resource utilization-based approaches. The calculations exclude the portion of Pembroke Park's fire budget and incidents associated with non-traditional emergency medical services, such as ALS, through a budget analysis, and allocates costs to assessed properties based on historical calls for service to quantify relative demand for and benefit from fire services by different land uses and properties.

Special Benefit and Fair Allocation Analysis

Fire services, facilities, and programs in Pembroke Park provide special benefit to assessed properties and have a logical relationship to the use, value, and enjoyment of such improved property. There are availability or standing watch benefits that come from the 24-hour, 7 days a week availability of fire service and first responder services as well as the more direct benefits from the responses to incidents by BSO. Benefits include protecting the value and integrity of improvements and structures, protecting the life and safety of intended occupants in the use and enjoyment of property, lowering the cost of fire insurance by the presence of professional and comprehensive fire services within the town, and containing fire incidents with the potential to spread and endanger other property.

As detailed later in this report, BSO provided the fire budget for the Town that excludes costs related to providing ALS and to include in the assessable costs only costs reasonably related to the provision of traditional fire services, including for example, fire suppression, fire prevention, fire/building inspections and first response medical services (BLS). The assessable costs were then allocated to land uses based on a combination of availability of the service and historical usage of fire services by land use types. The analysis includes multi-year records of calls for service and the total BSO resources used in responding to the incidents to obtain a larger sample size and more stable resource distribution.

The costs allocated to the residential land use, which includes single family, multi-family and mobile home categories, are distributed on a per dwelling unit basis. The number dwelling units on an assessed property is obtained from the property database maintained by the Broward County Property Appraiser in the normal course of performing his or her constitutional responsibilities. The fire assessment for any residential parcel is determined by the number of dwelling units multiplied by residential dwelling unit rate.

The costs allocated to the non-residential land uses are distributed on a per square foot basis for three different categories (commercial, industrial/warehouse, and institutional). Square footage data for non-residential structures on assessed property was obtained from the property database maintained by the Broward County Property Appraiser in the normal course of performing his or her constitutional responsibilities. The fire assessment for any non-residential parcel is determined by the building adjusted square footage multiplied by the commercial, industrial/warehouse, or institutional rate per square foot.

Recreational vehicle (RV) parks within the town will be assessed as commercial properties, consistent with Florida Statutes 166.223, which states that RV parks shall be assessed as a commercial entity in the same manner as a hotel, motel, or other similar facility. For fire assessment calculation purposes, an average size of 320 square feet was used for recreational vehicles. This figure is based on the maximum vehicle size (8 ft by 40 ft) allowed to park in an RV park based on Section 28-285.1 of the Pembroke Park Code of Ordinances.

Finally, a separate rate is calculated for vacant developable property based on resource utilization, adjusted to reflect lesser benefit received by vacant properties compared to the property with structures and people. The resulting share of the budget is divided by the number of vacant parcels to calculate the assessment rate.

III. Calculation of Fire Assessment Rates

There are several components in determining the fire assessment rate schedule:

- Fire assessment funding requirement
- Incident data distribution by land use
- Fire assessment cost allocation
- Property units
- Calculated assessment schedule

These components are discussed in further detail below, resulting in the calculated fire assessment rate schedule for the Town of Pembroke Park.

Fire Assessment Funding Requirement

Table 1 provides a detailed breakdown of the FY 2023 assessable fire services budget for the Town of Pembroke Park. As shown, the ALS portion of the budget is excluded from the total assessable budget value since these services are not eligible to be funded with fire assessment revenues.

Table 1

FY 2023 Fire Assessment Budget

Item	FY 2023
Expenditures	
Capital Expenses[1]	$51,210
Operating Expenses[1]	$282,006
Personnel Services[1]	$3,477,562
Transfer to County[1]	$75,094
Subtotal - Expenditures	**$3,885,871**
ALS Portion[1]	17.5%
ALS Expenditures[2]	$680,027
ALS Administrative Expense[1]	$165,848
Subtotal - Total ALS Expenditures	**$845,875**
Pembroke Park Non-ALS Budget[3]	**$3,039,996**
Miscellaneous Expenses:	
Study Cost Reimbursement[4]	$10,200
BCPA Admin Costs[5]	$832
Early Payments[6]	$152,510
Subtotal - Miscellaneous Expenses	**$163,542**
Total Assessable Budget[7]	**$3,203,538**

1) Source: Broward County Sheriff's Office (BSO)
2) Expenditures subtotal multiplied by the ALS portion factor (17.5%)
3) Expenditures subtotal less the total ALS expenditures
4) Study cost distributed over five years
5) Source: Broward County Property Appraiser ($0.50 per parcel)
6) Reflects 5% reimbursement, which includes 4% to offset statutory discounts received for early payment pursuant to the Uniform Assessment Collection Act and 1% reserve for delinquencies and under-collection. 5% offset is consistent with historical collections.
7) Pembroke Park non-ALS budget (Item 3) plus the miscellaneous expenditures subtotal

Incident Data Distribution by Land Use

The second component in calculating the fire assessment rates is the demand for fire rescue services by land use, which will be used for the "resource-based" benefit component. The approach used in this report is a widely used and accepted method of identifying the historical relative benefit from and demand for fire services by various land uses. This benefit allocation is used to fairly and reasonably distribute the fire assessed costs to land uses.

To determine the historical demand for fire rescue services by each type of land use, a review was completed to quantify the number of incidents and resources related to each incident by land use. As discussed previously, this approach provides an understanding of the utilization of fire rescue services by each land use. To complete this analysis, based on available data, Pembroke Park incidents for the past 4 years (2018 through 2021) were obtained from BSO and analyzed. This dataset identified incidents that had an ALS component and these incidents, as well as others that could not be attached to a land use (such as traffic accidents or other outside incidents), were excluded from the analysis.

Distributing the cost based solely on the number of incidents does not reflect the full level of resources used by each land use. Therefore, the total resources were reviewed, which take into consideration incident duration, number of vehicles and staff used in addition to the frequency. As shown in **Table 2**, residential incidents account for most of the fire rescue resources in the Town of Pembroke Park, with the commercial land use also accounting for a large portion of resource utilization.

Table 2
Distribution of Total Resources by Land Use

Land Use	Resource Distribution 2018-2022
Residential	**53.7%**
Commercial	**24.7%**
Industrial/Warehouse	**12.6%**
Institutional	**7.3%**
Government	**1.0%**
Vacant	**0.7%**
Total	**100.0%**

Source: Appendix A, Table A-4

Although approximately 0.7 percent of the resources are used by vacant properties, because vacant properties do not have buildings and people present, the benefit received by these properties is more limited than for improved properties. The suppression of fire on vacant property benefits vacant property, but also benefits the adjacent improved properties and their occupants by the containment of the spread of fire. Therefore, it is reasonable to allocate half of the vacant land resource utilization to vacant land in the assessment calculations. The rest of the resource utilization is redistributed among other land uses, as shown in **Table 3**.

Table 3

Distribution of Total Resources by Land Use

Land Use	Resource Distribution 2018-2022
Residential	**53.89%**
Commercial	**24.79%**
Industrial/Warehouse	**12.64%**
Institutional	**7.33%**
Government	**1.00%**
Vacant	**0.35%**
Total	**100.0%**

Vacant portion of 0.7% from Table 2 reduced by half with the remaining half redistributed into the other and land uses.

Fire Assessment Cost Allocation

The third component in determining the Town's fire assessment rates is the allocation of the assessed costs to land use categories, based on the total fire assessment funding requirement and distribution of total resources. **Table 4** presents the assessable budget allocation by land use/rate category. As shown, residential and commercial land uses combined account for approximately 80 percent of the budget.

Table 4

Assessable Budget by Property Category

Land Use	Distribution of Total Resources[(1)]	Share of Maximum Assessable Budget[(2)]
Funding Requirement	**-**	**$3,203,538**
Residential	53.89%	$1,726,388
Commercial	24.79%	$794,157
Industrial/Warehouse	12.64%	$404,927
Institutional	7.33%	$234,819
Government	1.00%	$32,035
Vacant	0.35%	$11,212
Total	**100.00%**	**$3,203,538**

1) Source: Table 3
2) Total assessable budget from Table 1 multiplied by the portion of total resources (Item 1)

Property Units

The fourth component in determining the fire assessment rates is to allocate the assessed costs to property units (e.g., dwelling units or square footage on parcels) within each land use. This was accomplished by developing an assessment roll database utilizing the most recent data from the Broward County Property Appraiser. The database includes both properties that are tax exempt (i.e., governmental uses) and non-tax exempt, and all units were used in the assessment calculations to ensure each property is charged only for the benefit it receives.

For residential land uses, the total number of dwelling units within the town was determined. For the non-residential (i.e., commercial, industrial/warehouse, and institutional structures) land uses, the total living floor square footage was summarized. For vacant land, the total number of vacant parcels within the town was recorded.

Table 5 presents a summary of the total property units calculated for each land use category.

Table 5
Distribution of Property Units by Rate Category

Property Rate Category	Unit	Total Number of Units
Residential		
Residential	dwelling unit	**3,929**
Non-Residential		
Commercial	square footage	794,214
Industrial/Warehouse	square footage	4,412,720
Institutional	square footage	290,268
Non-Residential	square footage	**5,497,202**
Vacant Land	parcel	44

Source: Broward County Property Appraiser; RV Park properties are included in the commercial square footage

Calculated Fire Assessment Rate Schedule

Residential Land Use

Table 6 provides the fire assessment rate calculation for residential land use categories. As presented, the portion of the budget allocated to residential land use categories is $1.7 million. This budget is allocated among all dwelling units in the town (3,929) equally, resulting in an assessment rate of approximately $439 per home.

Table 6
Calculated Residential Fire Assessment Rate

Property Rate Category	Budget Allocation[(1)]	Total Number of Units[(2)]	Fire Assessment Base Rate per Unit[(3)]
Residential	$1,726,388	3,929	**$439.40**

1) Source: Table 4
2) Source: Table 5
3) Budget allocation (Item 1) divided by number of units (Item 2)

Non-Residential Land Uses

For non-residential land uses, this study uses a methodology that combines benefit to the property from the availability of BSO's services as well as that received from active use of its resources. More specifically, the following steps are completed in the calculation of assessment levels:

- Seventy percent of the budget is distributed equally among the total non-residential square footage. This distribution accounts for the benefit received by each property from the availability of BSO's fire rescue services.
- The remaining 30 percent is distributed to each land use based on use of resources.

The use of 30 percent for resource allocation and 70 percent for availability is due to the industry standards[1] that indicate that a station that is active more than 30 percent of the time tends to experience inefficiencies in terms of addressing concurrent incidents, personnel fatigue, lack of training, among other issues. **Table 7** provides the calculations for non-residential land uses and calculates assessment rates on a per square foot basis. As shown, 70 percent of the non-residential budget is allocated among all non-residential square footage equally and 30 percent of the non-residential budget is allocated based on resource utilization of each non-residential land use. The sum of these two portions are combined to calculate the fire assessment rate (per sq ft) for each respective non-residential land use.

[1] Center for Public Safety Excellence and Commission on Fire Accreditation International, *CFAI Standards of Cover, 5th Edition*

Table 7

Calculated Non-Residential Fire Assessment Rates

Property Rate Category	Budget Allocation[1]	Distribution of Non-Residential Budget[2]	Total Square Footage[3]	Fire Assessment Rate per Sq Ft[4]
Commercial	$794,157	55.38%		
Industrial/Warehouse	$404,927	28.24%		
Institutional	$234,819	16.38%		
Total	**$1,433,903**	**100.0%**		
Availability Portion				
70% of Total Budget[5]	**$1,003,732**	-	**5,497,202**	**$0.183**
Resource Utilization Portion				
30% of Total Budget[6]	**$430,171**	-	**5,497,202**	$0.078
Commercial[7]	$238,229	55.38%	794,214	**$0.300**
Industrial/Warehouse[7]	$121,480	28.24%	4,412,720	**$0.028**
Institutional[7]	$70,462	16.38%	290,268	**$0.243**
Total	**$430,171**	**100.0%**	**5,497,202**	-
Calculated Rate per Square Foot				
Commercial[8]				**$0.483**
Industrial/Warehouse[8]				**$0.211**
Institutional[8]				**$0.426**

1) Source: Table 4
2) Budget portion of each non-residential category
3) Source: Table 5
4) Budget allocation divided by square footage
5) Total non-residential budget of $1.4 million multiplied by 70% to calculate availability portion
6) Total non-residential budget of $1.4 million multiplied by 30% to calculate resource utilization portion
7) Resource utilization portion of the budget (30%) allocated to each non-residential category
8) Sum of availability-based rate of $0.183 per square foot and resource-utilization based rate for each land use

Vacant Land

As discussed previously, 50 percent of the resources allocated to vacant land is used in the assessment calculation for the vacant parcel assessment rate. This adjustment was made to recognize the fact that vacant property derives less benefit from fire rescue services compared to developed properties with buildings and more people. As shown in **Table 8**, this adjusted budget was divided by the number of parcels to determine the assessment rate of $255 per parcel.

Table 8

Calculated Vacant Parcel Assessment Rate

Property Rate Category	Budget Allocation[1]	Total Number of Parcels[2]	Fire Assessment Base Rate per Unit[3]
Vacant Land	$11,212	44	**$254.82**

1) Source: Table 4
2) Source: Table 5
3) Budget allocation (Item 1) divided by number of parcels (Item 2)

Appendix A
Pembroke Park Fire Rescue Incident Data

Appendix A

This appendix documents the incident data analysis conducted as part of the technical study. Incidents over the past four years were analyzed to estimate demand from each land use for fire rescue services. **Tables A-1 through A-4** present this analysis.

Table A-1

Pembroke Park Distribution of Incidents by Land Use (Non-ALS ONLY)

Incident Type	2018		2019		2020		2021		Average % Distribution (2018-2021)
	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	
Residential	236	45.5%	216	47.7%	228	58.9%	142	50.1%	**50.0%**
Commercial	168	32.5%	140	30.8%	97	25.1%	77	27.2%	**29.4%**
Industrial/Warehouse	67	13.0%	46	10.1%	26	6.7%	36	12.7%	**10.7%**
Institutional	36	7.0%	34	7.5%	25	6.5%	20	7.1%	**7.0%**
Government	5	1.0%	16	3.5%	7	1.8%	5	1.8%	**2.0%**
Vacant	5	1.0%	2	0.4%	4	1.0%	3	1.1%	**0.9%**
Total	**517**	**100.0%**	**454**	**100.0%**	**387**	**100.0%**	**283**	**100.0%**	

Source: Broward County Sheriff's Office

Table A-2

Pembroke Park Distribution of Staff Time by Land Use (Non-ALS ONLY)

Incident Type	2018		2019		2020		2021		Average % Distribution (2018-2021)
	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	
Residential	450	44.8%	551	51.2%	530	62.4%	441	59.4%	**53.7%**
Commercial	273	27.2%	276	25.6%	195	22.9%	161	21.7%	**24.6%**
Industrial/Warehouse	161	16.0%	153	14.2%	64	7.5%	90	12.1%	**12.7%**
Institutional	109	10.8%	78	7.2%	41	4.8%	39	5.2%	**7.3%**
Government	5	0.5%	16	1.5%	8	0.9%	8	1.1%	**1.0%**
Vacant	7	0.7%	3	0.3%	13	1.5%	4	0.5%	**0.7%**
Total	**1,005**	**100.0%**	**1,077**	**100.0%**	**851**	**100.0%**	**743**	**100.0%**	

Source: Broward County Sheriff's Office

Total staff time = number of incidents * average incident duration (from alarm to clear) * average number of staff on scene

Table A-3

Pembroke Park Distribution of Vehicle Time by Land Use (Non-ALS ONLY)

Incident Type	2018		2019		2020		2021		Average % Distribution (2018-2021)
	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	
Residential	183	45.4%	217	50.8%	216	63.1%	180	59.2%	**54.0%**
Commercial	112	27.8%	110	25.8%	78	22.8%	66	21.7%	**24.8%**
Industrial/Warehouse	60	14.9%	60	14.1%	23	6.7%	37	12.2%	**12.2%**
Institutional	43	10.7%	32	7.5%	16	4.7%	16	5.3%	**7.2%**
Government	2	0.5%	7	1.6%	3	0.9%	4	1.3%	**1.1%**
Vacant	3	0.7%	1	0.2%	6	1.8%	1	0.3%	**0.7%**
Total	**403**	**100.0%**	**427**	**100.0%**	**342**	**100.0%**	**304**	**100.0%**	

Source: Broward County Sheriff's Office

Total vehicle time = number of incidents * average incident duration (from alarm to clear) * average number of vehicles on scene

Table A-4

Pembroke Park Distribution of Total Resources by Land Use (Non-ALS ONLY)

Incident Type	2018		2019		2020		2021		Average % Distribution (2018-2021)
	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	
Residential	633	45.0%	768	51.0%	746	62.5%	621	59.3%	**53.7%**
Commercial	385	27.3%	386	25.7%	273	22.9%	227	21.7%	**24.7%**
Industrial/Warehouse	221	15.7%	213	14.2%	87	7.3%	127	12.1%	**12.6%**
Institutional	152	10.8%	110	7.3%	57	4.8%	55	5.3%	**7.3%**
Government	7	0.5%	23	1.5%	11	0.9%	12	1.1%	**1.0%**
Vacant	10	0.7%	4	0.3%	19	1.6%	5	0.5%	**0.7%**
Total	**1,408**	**100.0%**	**1,504**	**100.0%**	**1,193**	**100.0%**	**1,047**	**100.0%**	

Source: Broward County Sheriff's Office

Total resources = total staff time + total vehicle time

Appendix B
Property Code Classifications

Appendix B

This appendix documents land use classifications used for incidents and for residential units and non-residential square footage.

Table B-1 details the property code classifications from the National Fire Incidents Reporting System. These codes are applied to each fire rescue incident report. The "fire assessment incident category" illustrates how these codes were categorized for the land use categories used in the fire assessment update.

Table B-2 details the building code classifications from the Broward County Property Appraiser's Office. These codes are applied to each parcel in the Town of Pembroke Park. The "fire assessment land use category" illustrates how these codes were categorized for the land use categories used in the fire assessment study. Additional building detail was reviewed, including the building use, in instances where the building code was not sufficient to determine the proper classification.

Table B-1
Property Code Classifications – Fire Rescue Incidents

NFIRS Code	NFIRS Description	Fire Assessment Incident Category
0	Other	n/a
00	Other	n/a
000	Property Use, Other	n/a
100	Assembly, other	Commercial
110	Fixed-use recreation places, other	Commercial
111	Bowling establishment	Commercial
112	Billiard center, pool hall	Commercial
113	Variable-use amusement, recreation places, other	Commercial
114	Ice rink: indoor, outdoor	Commercial
115	Roller rink: indoor or outdoor	Commercial
116	Swimming facility: indoor or outdoor	Commercial
120	Amusement center: indoor/outdoor	Commercial
121	Ballroom, gymnasium	Commercial
122	Convention center, exhibition hall	Commercial
123	Stadium, arena	Commercial
124	Playground	Government
129	Amusement center, indoor/outdoor	Commercial
130	Places of worship, funeral parlors, other	Institutional
131	Church, mosque, synagogue, temple, chapel	Institutional
134	Funeral parlor	Commercial
140	Clubs, other	Commercial
141	Athletic/health club	Commercial
142	Clubhouse	Commercial
143	Yacht club	Commercial
144	Casino, gambling clubs	Commercial
150	Public or government, other	Government
151	Library	Government
152	Museum	Commercial
154	Memorial structure, including monuments & statues	Vacant
155	Courthouse	Government
160	Eating, drinking places, other	Commercial
161	Restaurant or cafeteria	Commercial
162	Bar or nightclub	Commercial
170	Passenger terminal, other	Commercial
171	Airport passenger terminal	Commercial
173	Bus station	Commercial
174	Rapid transit station	Commercial
180	Studio/theater, other	Commercial
181	Live performance theater	Commercial
182	Auditorium or concert hall	Commercial
183	Movie theater	Commercial
185	Radio TV Studio	Commercial
186	Film/movie production studio	Commercial
200	Educational, other	Institutional
210	Schools, non-adult, other	Institutional
211	Preschool	Commercial
213	Elementary school, including kindergarten	Institutional
215	High school/junior high school/middle school	Institutional
240	None	n/a
241	Adult education center, college classroom	Institutional
250	Day care, other (conversion only)	Institutional
254	Day care, in commercial property	Commercial
255	Day care, in residence, licensed	Residential
256	Day care, in residence, unlicensed	Residential
300	Health care, detention, & correction, other	Government
311	24-hour care nursing homes, 4 or more persons	Commercial
321	Mental retardation/development disability facility	Commercial
322	Alcohol or substance abuse recovery center	Commercial
323	Asylum, mental institution	Commercial
331	Hospital - medical or psychiatric	Commercial
332	Hospices	Commercial
340	Clinics, doctors offices, hemodialysis cntr, other	Commercial
341	Clinic, clinic-type infirmary	Commercial
342	Doctor, dentist or oral surgeon office	Commercial
343	Hemodialysis unit	Commercial
361	Jail, prison (not juvenile)	Government
363	Reformatory, juvenile detention center	Government
365	Police station	Government
400	Residential, other	Residential
419	1 or 2 family dwelling	Residential
429	Multifamily dwelling	Residential
439	Boarding/rooming house, residential hotels	Commercial
449	Hotel/motel, commercial	Commercial
459	Residential board and care	Institutional
460	Dormitory-type residence, other	Residential
462	Sorority house, fraternity house	Residential
464	Barracks, dormitory	Residential
500	Mercantile, business, other	Commercial

Table B-1 (Continued)

Property Code Classifications – Fire Rescue Incidents

NFIRS Code	NFIRS Description	Fire Assessment Incident Category
509	None	Commercial
511	Convenience store	Commercial
519	Food and beverage sales, grocery store	Commercial
529	Textile, wearing apparel sales	Commercial
539	Household goods, sales, repairs	Commercial
549	Specialty shop	Commercial
557	Personal service, including barber & beauty shops	Commercial
559	Recreational, hobby, home repair sales, pet store	Commercial
564	Laundry, dry cleaning	Commercial
569	Professional supplies, services	Commercial
571	Service station, gas station	Commercial
579	Motor vehicle or boat sales, services, repair	Commercial
580	General retail, other	Commercial
581	Department or discount store	Commercial
592	Bank	Commercial
593	Office: veterinary or research	Commercial
596	Post office or mailing firms	Commercial
599	Business office	Commercial
600	Ind., utility, defense, agriculture, mining, other	Industrial/Warehouse
610	Electric generating plant	Industrial/Warehouse
614	Energy production plant, other	Industrial/Warehouse
615	Electric-generating plant	Industrial/Warehouse
629	Laboratory or science laboratory	Commercial
631	Defense, military installation	Government
632	None	Industrial/Warehouse
635	Computer center	Commercial
639	Communications center	Commercial
640	Utility or distribution system, other	Industrial/Warehouse
642	Electrical distribution	Industrial/Warehouse
644	Gas distribution, gas pipeline	Industrial/Warehouse
645	Flammable liquid distribution, pipeline, flammable	Industrial/Warehouse
647	Water utility	Industrial/Warehouse
648	Sanitation utility	Industrial/Warehouse
655	Crops or orchard	Agricultural
659	Livestock production	Agricultural
669	Forest, timberland, woodland	Agricultural
679	Mine, quarry	Agricultural
700	Manufacturing, processing	Industrial/Warehouse
800	Storage, other	Industrial/Warehouse
807	Outside material storage area	Industrial/Warehouse
808	Outbuilding or shed	Industrial/Warehouse
816	Grain elevator, silo	Industrial/Warehouse
819	Livestock, poultry storage	Industrial/Warehouse
839	Refrigerated storage	Industrial/Warehouse
849	Outside storage tank	Industrial/Warehouse
880	Vehicle storage, other	Industrial/Warehouse
881	Parking garage, (detached residential garage)	n/a
882	Parking garage, general vehicle	n/a
888	Fire station	Government
891	Warehouse	Industrial/Warehouse
898	Dock, marina, pier, wharf	Industrial/Warehouse
899	Residential or self-storage units	Commercial
900	Outside or special property, other	Vacant
919	Dump, sanitary landfill	Industrial/Warehouse
921	Bridge, trestle	n/a
922	Tunnel	n/a
926	Outbuilding, protective shelter	n/a
931	Open land or field	Vacant
935	Campsite with utilities	Vacant
936	Vacant lot	Vacant
937	Beach	n/a
938	Graded and cared-for plots of land	Vacant
940	Water area, other	n/a
941	Open ocean, sea or tidal waters	n/a
946	Lake, river, stream	n/a
951	Railroad right-of-way	n/a
952	Railroad yard	n/a
960	Street, other	n/a
961	Highway or divided highway	n/a
962	Residential street, road or residential driveway	n/a
963	Street or road in commercial area	n/a
965	Vehicle parking area	n/a
972	Aircraft runway	n/a
973	Aircraft taxiway	n/a
974	Aircraft loading area	n/a
981	Construction site	Vacant
982	Oil or gas field	Vacant
983	Pipeline, power line or other utility right-of-way	Vacant

Table B-1 (Continued)
Property Code Classifications – Fire Rescue Incidents

NFIRS Code	NFIRS Description	Fire Assessment Incident Category
984	Industrial plant yard - area	Industrial/Warehouse
1500	Public or Government, other	Institutional
1501	Public or Government, other	Institutional
3230	Asylum, mental institution	Institutional
3231	Asylum, mental institution	Institutional
4001	Residential MH	Residential
4191	Mobile Home	Residential
9600	Street, other	n/a
9601	Street, other	n/a
400M	Residential, other	Residential
400R	Residential, other	Residential
400V	Residential, other	Residential
419M	1 or 2 family dwelling	Residential
NNN	None	n/a
UUU	Undetermined	n/a

Source: National Fire Incident Reporting System (NFIRS)

Table C-2
Building Code Classifications – Land Use

BLDG CODE	DESCRIPTION	Fire Assessment Land Use Category
000	Vacant	Vacant
001	Single Family Residence	Residential
002	Misc. values on separate Folio (pools, slabs, utility, garage, fence, paving)	Residential
003	Residential on Farm	Residential
099	Combinational Uses	Residential
100	Apartments	Residential
101	Apartments or Res (combined with stores, offices)	Res/Comm
102	Garage Apts., Guest House on Residence, 2 res. or more	Residential
103	Motels	Commercial
104	Hotels Combined W/Stores/Offices	Commercial
105	Co-op Apartments, Condos, Townhouses	Residential
106	Mobile Home Parks	Residential
107	Trailers on individually owned land	Residential
108	Group Bldgs (Farm labor quarters, dairies, etc)	Residential
109	Misc. Value on Separate Folio (Pool, cabanas, rec. bldg, tennis courts, etc.)	Residential
199	Combinational Uses	Residential
200	Row Stores - 2 or more units	Commercial
201	Shopping Centers Regional	Commercial
202	Department Stores	Commercial
203	Sit down restaurants	Commercial
204	Bars	Commercial
205	wholesale outlets, produce, manufacturing	Commercial
206	Single Bldg. (Misc. Types not included in other codes); Low Cost Store	Commercial
207	Food Stores (Chain or Large Private)	Commercial
208	Lumber Yards	Commercial
209	Store + Office (1-2 Stories)	Commercial
211	Shopping Centers Community (grocery store)	Commercial
212	Shopping Centers Neighborhood	Commercial
213	Restaurants fast food	Commercial
299	Combination Uses	Commercial
300	Office Bldg. Hi-Rise (2 + Stories) Banks; Office Bldg. w/whse	Commercial
301	Banks	Commercial
302	Medical (Dr. or Dentist Office or a small hospital or clinic)	Commercial
303	Veterinarian Office (or small animal hospital. Clinic, or kennel)	Commercial
304	Post Office -NON EXEMPT	Commercial
305	Funeral Homes	Institutional
399	Combinational Uses	Commercial
400	Service Stations	Commercial
401	Car Agency (New or Used)	Commercial
402	Garages (Repair, or Car Wash, Etc.)	Commercial
403	Parking Garages	Commercial
404	Bus Terminals	Commercial
405	Parking Lots (All paving except for residence on separate folio)	Commercial
406	Airports - Private	Commercial
407	Marinas (Boats, storage, sales, yards, etc.)	Commercial
408	Tire Stores (New or Re-Caps)	Commercial
409	Open Storage	Industrial
499	Combinational Uses	Commercial
500	Warehouse (Any type of storage bldg. Large or Small)	Industrial

Table C-2 (continued)
Building Code Classifications – Land Use

BLDG CODE	DESCRIPTION	Fire Assessment Land Use Category
501	Packing House (Veg. Or Citrus)	Industrial
502	Factories or Mfg. Plants, Shops, Etc. w/NO RETAIL	Industrial
503	Misc. Value on separate folio. (ie. Fence slab, but not paving)	Industrial
504	Processing Plant - Dairy, Citrus, Veg.	Industrial
599	Combinational Uses	Industrial
600	Bowling Lanes, Skating	Commercial
601	Theaters, including drive in's	Commercial
602	Racing - Horses, harness, dogs, Jai Alai, etc.	Commercial
603	Golf Courses & Miniature	Commercial
604	Clubs, Non exempt (Large, yacht, night clubs, etc.)	Commercial
605	Clubs - Exempt	Institutional
606	Club & lodges (Civic, Youth, Community-type, Recreation)	Institutional
607	Fishing Piers	Commercial
608	Amusement Parks	Commercial
609	State Administration Building	Institutional
610	Drive-in theaters, open stadiums	Commercial
699	Combinational Uses	Commercial
700	Municipal	Government
701	County or State other than BPI	Government
702	BPI Broward Public Schools	Government
703	U.S. Government	Government
704	Medical (Private Hospitals, Nursing, or Convalescent Homes)	Institutional
705	Cemeteries (Private, Crematories, Mausoleums)	Institutional
706	Schools (Private and Day Nurseries)	Institutional
707	Religious	Institutional
708	Municipal parks and recreational area	Government
709	Ft. Lauderdale International Airport	n/a
710	Port Everglades	Government
711	Flood Control District	Government
712	Seminole Indian Reservation	n/a
713	Turnpike Authority	Government
714	F.I.N.D.	Government
715	R.R. Property (See: 802)	Government
716	Cemeteries (City Owned)	Government
717	ACLF	Institutional
718	Private Work Release Camp	Commercial
719	Orphanages	Institutional
720	Re-Hab Living Facilities	Institutional
721	Right of way	n/a
799	Combinational Uses	Commercial
800	Power Companies	Industrial
801	Telephone Companies	Industrial
802	Railroad Comptroller	Industrial
803	Water and Sewer Plants	Industrial
804	Airports (See 406 or 709)	n/a
805	Radio Stations	Commercial
806	Gas Companies	Industrial
899	Combinational Uses	Comm/Ind
900	Groves	Comm/Ind
901	Sod	Comm/Ind
902	Agriculture	Comm/Ind
903	Small Buildings Not Included in other Codes	Comm/Ind
999	Combinational Uses	Comm/ind

Source: Broward County Property Appraiser

Agenda Item Report

Subject:	Discussion of Budget Amendment authority for the Town Manager during the 2026 summer recess — Sponsored by Interim Town Manager Sigerson
Meeting Date:	Workshop Commission Meeting - May 27, 2026
Prepared For:	Workshop Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

None



Agenda Item Report

Subject:	Discussion and possible action regarding attorney fees for David Lynch - Sponsored by Clerk Commissioner Hodgkins
Meeting Date:	Workshop Commission Meeting - May 27, 2026
Prepared For:	Workshop Commission
Staff Conact:	
Dept/Group:	Commission
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

None

Agenda Item Report

Subject:	Discussion and possible action for indemnification for David Lynch with regard to the lawsuit filed against him by Mayor Jacobs - Sponsored by Clerk Commissioner Hodgkins
Meeting Date:	Workshop Commission Meeting - May 27, 2026
Prepared For:	Workshop Commission
Staff Conact:	
Dept/Group:	Commission
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

None

Agenda Item Report

Subject:	Discussion on Design and Architecture Plans for the Community Center – Sponsored by Commissioner Mohammed
Meeting Date:	Workshop Commission Meeting - May 27, 2026
Prepared For:	Workshop Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

None