Revised Agenda

Regular Commission Meeting

7:00 PM - Wednesday, June 10, 2026

Commission Chambers

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. DELETIONS OR WITHDRAWALS TO THE AGENDA

5. PRESENTATIONS / PROCLAMATIONS

5.1 Proclamation for We are Linked Coalition

5.2 Proclamation for Deputy Maury Hernandez

5.3 Presentation from James Moore by Zach Chalifour – **ADDED SUPPORTING DOCUMENT**

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

7. CONSENT AGENDA

7.1 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

7.2 Motion to approve agreement renewals for Kimley Horn, Craven, Thompson & Associates, Craig A. Smith & Associates and Keith & Associates - Sponsored by Public Services Director Odoms

7.3 Motion to award recommendation of ITB # 26-01 Town Hall Emergency Generator Installation, to Florida Palm Construction, Inc., the lowest responsive and responsible bidder, and not to exceed $500,000 — Sponsored by Public Services Director Jeff Odoms

7.4 Motion to approve the Ford Vehicle Maintenance Plan — Sponsored by Chief DeCoursey

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

7.6 Motion to approve the 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.

7.7 Motion to approve the 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.

7.8 Motion to approve the 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.

7.9 Motion to approve the UMC Mobile Clinic Agreement — Sponsored by Vice Mayor Kashem – **UPDATED SUPPORTING DOCUMENTS**

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.

7.10 Motion to approve Second 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.

7.11 Motion to approve the 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.

8. RESOLUTIONS

8.1 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 – **UPDATED SUPPORTING DOCUMENT**

RESOLUTION NO: 2026-053

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 8.5000 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.

8.2 Consideration and approval of resolution authorizing the Town Manager to make Budget Amendments during the 2026 summer recess — Sponsored by Interim Town Manager Sigerson

RESOLUTION NO: 2026-059

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING PROCEDURES BY WHICH THE INTERIM TOWN MANAGER MAY AUTHORIZE BUDGET AMENDMENTS DURING THE TOWN COMMISSION'S SUMMER RECESS PURSUANT TO SEC. 166.241, F.S., PROVIDED THAT THE TOTAL APPROPRIATIONS OF THE FUND MAY NOT CHANGE; AUTHORIZING THE INTERIM TOWN MANAGER TO MOVE MONEY BETWEEN BUDGET LINES WITHIN A FUND SO LONG AS THE TOTAL APPROPRIATION OF THE FUND DOES NOT CHANGE; REQUIRING SUCH TRANSFERS ONLY TAKE PLACE UPON A RECOMMENDATION BY THE TOWN FINANCE DIRECTOR; STIPULATING THIS AUTHORIZATION SHALL EXPIRE ON SEPTEMBER 1, 2026; REQUIRING THE TOWN MANAGER TO PRESENT A DETAILED ACCOUNTING OF ALL TRANSFERS FOR RATIFICATION BY THE TOWN COMMISSION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

9. ORDINANCE - SECOND READING

9.1 Consideration and Adoption of Ordinance No. 2026-008 Repealing Ordinance No. 2025-005 in Its Entirety - Sponsored by Commissioner Mohammed and Town Clerk Garcia-Lima

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.

10. ORDINANCE - FIRST READING

10.1 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
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.
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", 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.

11. NEW BUSINESS

11.1 Consideration and approval of the resolution to add a qualified firm to the CCNA — Environmental Engineering Services — Sponsored by Procurement Administrator Woodbury
RESOLUTION NO: 2026-058
A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING RESOLUTION NO. 2026-032, ADOPTED ON MARCH 31, 2026; PROVIDING FOR THE RECOMMENDATION OF HBC ENGINEERING AS AN ADDITIONAL QUALIFIED FIRM TO PROVIDE ENVIRONMENTAL ENGINEERING SERVICES PURSUANT TO RFQ 25-02; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

11.3 Consideration and approval of Ratification of Vendor Selection – Michael Grant Painting for the painting of Town Hall — Sponsored by Public Services Director Odoms

RESOLUTION NO: 2026-057

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RATIFYING THE AGREEMENT FOR THE PAINTING OF TOWN HALL AWARDED TO MICHAEL GRANT PAINTING BY THE FORMER TOWN MANAGER DURING THE 2025 SUMMER RECESS ATTACHED HERETO AS EXHIBIT A; ACKNOWLEDGING THAT THIS AGREEMENT WAS INADVERTENTLY OMITTED FROM RESOLUTION 2025-020, WHICH RATIFIED OTHER AGREEMENTS EXECUTED DURING THAT PERIOD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

11.4 Consideration and approval of resolution to Rescind Resolution No. 2025-052 – Town Hall Exterior Restoration and painting project — Sponsored by Public Services Director Odoms and Interim Town Manager Sigerson

RESOLUTION NO: 2026-052

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RESCINDING RESOLUTION 2025-052 AWARDING THE TOWN HALL EXTERIOR RESTORATION PROJECT TO QUICK PAINTING GROUP PURSUANT TO ITB NO. 25-04; DIRECTING THAT NO WORK PROCEED; AUTHORIZING STAFF TO ISSUE FORMAL NOTICE OF TERMINATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

11.5 Consideration and approval of selection of Exterior Paint Color for Town Hall building — Public Services Director Odoms and Interim Town Manager Sigerson – **ADDED ADDITIONAL SUPPORTING DOCUMENTS**

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

11.7 Motion to authorize the use of excess funds pursuant to Section 553.80 to fund scanning necessary for upgrades to technology, hardware and software in order to enhance service delivery for the Building Department — Sponsored by Commissioner Mohammed

12. OLD BUSINESS

13. DISCUSSION

13.1 Discussion and possible action on the relocation of the Building Department, Architecture Plans for the Community Center, and technology improvements — Sponsored by Mayor Jacobs and Commissioner Mohammed

13.2 Discussion on feasibility study — Sponsored by HR Director Frishman

13.3 Motion to approve the repayment and recovery agreement between the Town and Commissioner Hodgkins providing for the repayment of payroll advances, consistent with the recommendation of Forvis Mazar — Sponsored by Interim Town Manager Sigerson and Town Attorney Horowitz – **UPDATED TITLE AND SUPPORTING DOCUMENTS**

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

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

13.6 ~~Discussion and possible action regarding attorney fees for David Lynch - Sponsored by Clerk Commissioner Hodgkins – **REMOVED**~~

13.7 ~~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 – **REMOVED**~~

13.8 Consideration and approval to sponsor a package for the Broward County AFL-CIO Labor Ball — Sponsored by Commissioner Mohammed- **ADDED**

14. ATTORNEY REPORTS

15. TOWN MANAGER REPORTS

16. COMMISSION REPORTS

17. ANNOUNCEMENTS

17.1 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, 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.

18. 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:	Proclamation for We are Linked Coalition
Meeting Date:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Commission
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. June 2026 - We are Linked Coalition Special Recognition

TOWN OF PEMBROKE PARK

RECOGNITION OF SHAREESE FREEMAN AND DEREK HUNTER

WHEREAS, *strong communities are built through service, compassion, advocacy, and the willingness to uplift those facing life's greatest challenges; and*

WHEREAS, *We Are Linked Coalition Inc. has demonstrated an unwavering commitment to empowering individuals and families through outreach, education, advocacy, and community engagement; and*

WHEREAS, *We Are Linked Coalition Inc. has partnered with the Town of Pembroke Park on numerous community initiatives and outreach efforts that have positively impacted residents and strengthened community connections; and*

WHEREAS, *Founder and Chief Executive Officer Shareese Freeman and Vice President Derek Hunter have provided outstanding leadership, vision, and dedication in advancing the organization's mission and expanding access to resources for vulnerable populations; and*

WHEREAS, *We Are Linked Coalition Inc. is launching a trauma-informed 12-Step Recovery & Empowerment Program designed specifically for survivors of domestic violence, providing a confidential, inclusive, and survivor-centered environment where participants can restore safety, rebuild self-worth, reclaim personal identity, and develop a path toward long-term healing and recovery; and*

WHEREAS, *through peer support, professional guidance, survivor-led practices, and collaboration with local advocates, therapists, and service providers, the organization is helping survivors access critical tools, mentorship, and support systems that promote healing, dignity, and self-sufficiency; and*

WHEREAS, *the mission of supporting survivors of domestic violence holds special significance as communities throughout Broward County continue to grapple with the devastating effects of domestic violence, including tragedies that have resulted in the loss of innocent lives and forever changed families and communities; and*

WHEREAS, *recent incidents affecting families within our region serve as a reminder of the importance of education, prevention, intervention, and survivor support services, and underscore the need for programs that provide hope, healing, and pathways to safety; and*

WHEREAS, *initiatives such as the We Are Linked Coalition Inc. 12-Step Recovery & Empowerment Program serve as a valuable community resource by helping survivors regain stability, build support networks, and access the tools necessary to create safer futures for themselves and their families; and*

WHEREAS*, the dedication and service of Shareese Freeman and Derek Hunter exemplify the highest ideals of community leadership and have positively impacted the lives of individuals and families throughout our region;*

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

RECOGNITION OF SHAREESE FREEMAN AND DEREK HUNTER

Dated the 4th day of June 2026

_____
Mayor Geoffrey Jacobs

_____
Vice Mayor Musfika Kashem

_____
Acting Clerk Commissioner Erik Morrissette

_____
Clerk Commissioner Bill Hodgkins

_____
Commissioner Ashira Mohammed

Agenda Item Report

Subject:	Proclamation for Deputy Maury Hernandez
Meeting Date:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Police
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. June 2026 - Maury Hernandez

TOWN OF PEMBROKE PARK

MAURY HERNANDEZ DAY

WHEREAS, *law enforcement officers throughout the United States place themselves in harm's way each day in order to protect the lives, safety, and property of the communities they serve; and*

WHEREAS, *on August 6, 2007, Deputy Maury Hernandez from the Broward Sheriff's Office responded to a law enforcement incident in the Town of Pembroke Park during which he was shot by the fleeing suspect, sustaining critical injuries in the line of duty; and*

WHEREAS, *Deputy Hernandez suffered a traumatic brain injury and is partially paralyzed as a result of the injury he received while protecting the Town of Pembroke Park, which had a significant impact upon the law enforcement community throughout Broward County; and*

WHEREAS, *at the time of the incident, the Broward Sheriff's Office served as the contracted law enforcement agency for the Town of Pembroke Park and provided police services to the Town's residents, businesses, and visitors; and*

WHEREAS, *the Town Commission recognizes the bravery, professionalism, and commitment demonstrated by the members of the Broward Sheriff's Office during that difficult time as well as that of the members of the Town's current Police Department; and*

WHEREAS, *the Town Commission further recognizes the sacrifices made not only by law enforcement officers, but also by their families, loved ones, and fellow first responders who stand beside them during times of tragedy and uncertainty; and*

WHEREAS, *the Town of Pembroke Park is indebted to Deputy Hernandez and all the men and women of law enforcement who have served and continue to serve to protect the residents, visitors and businesses of the Town;*

NOW, THEREFORE*, we, Mayor Geoffrey Jacobs, Vice Mayor Musfika Kashem, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Erik Morrissette, and Commissioner Ashira Mohammed, by virtue of the authority vested in us by the Town of Pembroke Park, hereby proclaim August 6, 2026:*

MAURY HERNANDEZ DAY

Dated the 10th day of June 2026

_____
Mayor Geoffrey Jacobs

_____
Vice Mayor Musfika Kashem

_____
Clerk Commissioner William R. Hodgkins

_____
Acting Clerk Commissioner Erik Morrissette

_____
Commissioner Ashira Mohammed

Agenda Item Report

Subject:	Presentation from James Moore by Zach Chalifour - **ADDED SUPPORTING DOCUMENTS**
Meeting Date:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Administrative
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Audit Presentation

Town of Pembroke Park, Florida

Annual Audit for the Year Ended September 30, 2025

Presented by:
Zach Chalifour, CPA

JAMES MOORE
888-387-6851
www.jmco.com

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

DRAFT Independent Auditors' Reports

- **Audit Report** (pages 1-3)
  - Unmodified Opinion
- **Internal Control and Compliance Report** (pages 59-61)
  - Material Weaknesses
    - 2025-001 Reconciliations of Balances, Audit Adjustments, Restatements
    - 2025-002 Timeliness of Bank Reconciliations
    - 2025-003 Payroll Advances (also noted as compliance finding)
  - Significant Deficiencies
    - 2025-004 Expense and Accounts Payable Reconciliations and Timeliness
    - 2025-005 Purchasing Policy and Cash Disbursement Policy Exceptions
    - 2025-006 Capital Asset Reconciliations
- **Chapter 10.550 Auditor General Report** (pages 62-64)
  - Various recommendations (2025-007 through 2025-008) re: Building Permit Fund Balance, Impact Fee Accounting
- **Independent Accountants' Examination Report** (page 65)
  - In compliance with specified investment statutes

See Management's Response to Findings – Page 66

General Fund (Page 14)

Fund Balance	9/30/2025	9/30/2024	9/30/2023**	9/30/2022**
Nonspendable	$ 114,157	$ 54,940	$ 71,267	$ 88,410
Restricted	-	-	-	-
Committed	-	-	-	-
Assigned	461,350	-	-	-
Unassigned	8,045,748	9,220,690	4,847,238	5,385,766
Total	**$ 8,621,255**	**$ 9,275,630***	**$ 4,918,505**	**$ 5,474,176**

***$2,945,507 restatement of prior year ending fund balance increased beginning fund balance in FY2024 (see Note 13)**

****Fiscal Years 2022-2023 have not been restated to correct for prior year reporting errors**

General Fund (continued)

Total Assigned/Unassigned Fund Balance	$ 8,507,098
2025 Expenditures and Transfers Out	$ 16,822,158
Percentage Assigned/Unassigned Fund Balance as percentage of Expenditures and Transfers out:	50.6%
Prior Year Percentage	68.7%
GFOA Minimum Rec. = 2 Months	At least 16.7%

Business-Type Funds (Page 20)

Unrestricted Net Position	9/30/2025	9/30/2024	9/30/2023	9/30/2022
Sewer	$ 7,478,663	$ 6,795,142	$ 5,733,433	$ 6,113,618
Stormwater	9,577,712	9,218,796	8,439,234	7,889,443

Pension Funds

- **Net Pension Liability – recorded in financial statements**
  - Governmental Activities:
    - $4.3 million net pension liability from FRS
    - $165K net pension liability from Town Commissioner Pension plan
  - Proprietary Funds: $423K allocation of net pension liability

- **Commissioner Pension (unfunded) liability history – amounts and % funded:**

Year	Net Pension Liability (Asset)	Funded %
2025	165,168	96.56%
2024	(180,149)	104.40%
2023	372,311	90.53%
2022	66,670	98.02%

QUESTIONS

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:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 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.

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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

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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.

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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.

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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.

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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.

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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 agreement renewals for Kimley Horn, Craven, Thompson & Associates, Craig A. Smith & Associates and Keith & Associates - Sponsored by Public Services Director Odoms
Meeting Date:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 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:

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.

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

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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 _____

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

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

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>
> 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".

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

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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.

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(witness print name)

_____ By: _____
David Sigerson Acting Town Manager

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(witness print name)

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 _____

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

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

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>
> and
>
> **KIMLEY-HORN 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."

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Geoffrey Jacobs, Mayor

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(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

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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, and not to exceed $500,000 — Sponsored by Public Services Director Jeff Odoms
Meeting Date:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 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

_____
Print or Stamp of Notary:

NOTARY PUBLIC STATE OF FLORIDA

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

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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:	Motion to approve the Ford Vehicle Maintenance Plan — Sponsored by Chief DeCoursey
Meeting Date:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 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.

FORD **PROTECT**®

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

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Printed in the U.S.A.

October 2023

FORD **PROTECT**®

Premium Maintenance Plan

EXTENDED SERVICE PLAN



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:	Motion to approve to extend the agreement for Lobbyist Jordan Connors — Sponsored by Interim Town Manager Sigerson
Meeting Date:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 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:	Motion to approve the 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:	Regular Commission Meeting - June 10, 2026

Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Commission
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 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:	Motion to approve the 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:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	

Financial Implications:	
Alternatives:	

Attachments:

1. 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

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 HALLANDALE 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 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:

_____
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 LAUDERDALE LAKES

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 LAUDERHILL

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 LIGHTHOUSE POINT

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 MARGATE

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 MIRAMAR

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 NORTH LAUDERDALE

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 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

_____
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___

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 PEMBROKE PINES

ATTEST:

By: _____
CITY MAYOR

_____
CITY CLERK

_____
Print Name

_____ day of _____, 20___

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City Attorney

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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 Attorney

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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:	Motion to approve the 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:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Public Services
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 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: _____

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:	Motion to approve the UMC Mobile Clinic Agreement — Sponsored by Vice Mayor Kashem - **UPDATED SUPPORTING DOCUMENTS** **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:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	

Alternatives:	

Attachments:

1. 2026-054 - Reso (UMC Free Clinic)
2. Agmt (UMC Free Clinic) 4919-0949-1884 1

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.

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 10th day of June, 2026.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CLERK-COMMISSIONER HODGKINS

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

EXHIBIT A

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.

4.6 Nothing in this Agreement shall be construed to limit or restrict the Clinic's ability to provide services at other locations or enter into agreements with other municipalities, organizations, or entities.

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. Nothing in this Agreement is intended to prohibit patients from paying third-party providers for laboratory tests, imaging or other diagnostic services not performed by the Clinic.

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
townclerk@tppfl.gov

Notwithstanding the foregoing, patient medical records and protected health information created or maintained by the Clinic in connection with the provision of medical services are not public records subject to Chapter 119, Florida Statutes, and shall be maintained and disclosed solely in accordance with HIPAA and applicable federal and state medical privacy laws.

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.

Agenda Item Report

Subject:	Motion to approve Second 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:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 2026-055 Reso (Budget Amendment FY2025-2026)
2. Budget Amendment #3 5.20.26

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.

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 10th day of June, 2026.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB HOROWITZ
Town Attorney

EXHIBIT A

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)**

Agenda Item Report

Subject:	Motion to approve the 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:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 2026-056 Reso (CCNA Continuing Services Contracts - Architectural Firms)
2. Hourly Rates Sheet_WAD
3. Truth-In-Negotiation Certificate_WAD
4. AGREEMENT_DRAFT COPY_West Architecture
5. JAG Architect Hourly Rates 2026
6. Town of Pembroke Park Truth in Negotiations
7. AGREEMENT_DRAFT COPY_Jorge A. Gutierrez
8. CPZ Hourly Rates 2026
9. Town of Pembroke Park Truth in Negotiations CPZ signed
10. AGREEMENT_DRAFT COPY_CPZ Architects CPZ signed
11. CPH Hourly Billing Rates
12. Truth in Negotiation
13. AGREEMENT_DRAFT COPY_CPH Consulting

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.

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 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

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)

NOTARY PUBLIC STATE OF FLORIDA

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

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 - **UPDATED SUPPORTING DOCUMENT** **RESOLUTION NO: 2026-053** **A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 8.5000 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:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Administrative

Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 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 8.5000 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 7.8872 and the proposed millage rate is 8.5000, which is 7.75% percent more than the rolled-back rate; and

WHEREAS, a tentative budget hearing on the millage rate has been scheduled for 6:00 p.m. at Town Hall on September 9, 2026, and the final public hearing has been scheduled for 6:00 p.m. at Town Hall on September 23, 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 8.5000, which exceeds the current year rolled-

back rate of 7.8872 by 7.75%. A tentative budget hearing on the millage rate has been scheduled for 6:00 p.m. at Town Hall on September 9, 2026, and the final public hearing has been scheduled for 6:00 p.m. at Town Hall on September 23, 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 10th day of June, 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 resolution authorizing the Town Manager to make Budget Amendments during the 2026 summer recess — Sponsored by Interim Town Manager Sigerson **RESOLUTION NO: 2026-059** **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING PROCEDURES BY WHICH THE INTERIM TOWN MANAGER MAY AUTHORIZE BUDGET AMENDMENTS DURING THE TOWN COMMISSION'S SUMMER RECESS PURSUANT TO SEC. 166.241, F.S., PROVIDED THAT THE TOTAL APPROPRIATIONS OF THE FUND MAY NOT CHANGE; AUTHORIZING THE INTERIM TOWN MANAGER TO MOVE MONEY BETWEEN BUDGET LINES WITHIN A FUND SO LONG AS THE TOTAL APPROPRIATION OF THE FUND DOES NOT CHANGE; REQUIRING SUCH TRANSFERS ONLY TAKE PLACE UPON A RECOMMENDATION BY THE TOWN FINANCE DIRECTOR; STIPULATING THIS AUTHORIZATION SHALL EXPIRE ON SEPTEMBER 1, 2026; REQUIRING THE TOWN MANAGER TO PRESENT A DETAILED ACCOUNTING OF ALL TRANSFERS FOR RATIFICATION BY THE TOWN COMMISSION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**
Meeting Date:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	David Sigerson, Town Manager
Dept/Group:	Administrative

Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 2026-059 - Reso Authorizing Manager - Budget Amendments

RESOLUTION NO. 2026-059

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING PROCEDURES BY WHICH THE INTERIM TOWN MANAGER MAY AUTHORIZE BUDGET AMENDMENTS DURING THE TOWN COMMISSION'S SUMMER RECESS PURSUANT TO SEC. 166.241, F.S., PROVIDED THAT THE TOTAL APPROPRIATIONS OF THE FUND MAY NOT CHANGE; AUTHORIZING THE INTERIM TOWN MANAGER TO MOVE MONEY BETWEEN BUDGET LINES WITHIN A FUND SO LONG AS THE TOTAL APPROPRIATION OF THE FUND DOES NOT CHANGE; REQUIRING SUCH TRANSFERS ONLY TAKE PLACE UPON A RECOMMENDATION BY THE TOWN FINANCE DIRECTOR; STIPULATING THIS AUTHORIZATION SHALL EXPIRE ON SEPTEMBER 1, 2026; REQUIRING THE TOWN MANAGER TO PRESENT A DETAILED ACCOUNTING OF ALL TRANSFERS FOR RATIFICATION BY THE TOWN COMMISSION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town currently has vacancies in the Town Manager and Town Finance Director positions; and

WHEREAS, the Town has contracted with a consultant to serve as a Finance Director to ensure continuity while the Town solicits and evaluates a new Finance Director applicants; and

WHEREAS, the Town has contracted with an Interim Town Manager to direct operations while the Town solicits applicants for a new Town Manager; and

WHEREAS, the Interim Town Manager has identified budget lines from which funds must be spent but for which sufficient funds were not budgeted; and

WHEREAS, the Town Commission will go on summer recess on June 11, 2026 and seeks to ensure the continuity of operations during the summer recess; and

WHEREAS, Section 166.241(8)(b), Florida Statutes, permits the Town to establish a procedures by which the Town Commission may authorize the Interim Town Manager to amend the Town budget as long as the total appropriations to a fund are not changed; and

WHEREAS, the Town Commission finds it is in the best interest of the Town to authorize the Interim Town Manager to amend the budget to transfer money into critical unfunded or underfunded budget lines on an emergency basis, without prior approval from the Commission, in order to regularize the Town accounting in the immediate future.

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. Pursuant to Section 166.241(8)(b), Florida Statutes, the Town Commission of the Town of Pembroke Park, Florida, hereby authorizes the interim Town Manager to amend the Town budget in order to transfer money within a budget fund from unutilized or underutilized budget lines into unfunded or underfunded budget lines provided that the total appropriation of the fund shall not change.

Section 3. Such transfers between budget lines shall only be initiated upon the written recommendation of the Finance Director Consultant and each instance may only occur within a single budget fund.

Section 4. This authorization shall expire on September 1, 2026.

Section 5. The Town Manager is directed to present to the Town Commission for ratification a detailed accounting of all money moved between budget lines effectuated by budget amendments based on this authorization by September 30, 2026.

Section 6. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7. If any 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 8. This Resolution shall become effective immediately upon its passage and 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 Adoption of Ordinance No. 2026-008 Repealing Ordinance No. 2025-005 in Its Entirety - Sponsored by Commissioner Mohammed and Town Clerk Garcia-Lima **ORDINANCE 2026-008** **AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, REPEALING ORDINANCE NO. 2025-005, ADOPTED ON SEPTEMBER 10, 2025, IN ITS ENTIRETY; DIRECTING THE TOWN CLERK TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE REPEAL OF THE ORDINANCE, INCLUDING REMOVING THE REFERENDUM QUESTION FROM THE NOVEMBER 3, 2026 GENERAL ELECTION BALLOT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**
Meeting Date:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Town Attorney
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Ord (Ad Valorem Tax Exemption Repeal 2026-008
2. 2026-008 - Repeal of Ordinance 2025 - 05.13.2026
3. 2026-008 - Business Impact Statement

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).

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: June 10, 2026	Agenda Item No. 9.1

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 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 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. **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", 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.
Meeting Date:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town 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. 2026-010 - Data Centers Ordinance
3. 2026-010 - Business Impact Statement - Data Center - First Reading

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: June 10, 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
Exhibit B- Proposed Resolution

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", 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. Data Centers and Artificial Intelligence (AI) Training Facilities shall not be reclassified as warehouse, office, utility telecommunications, flex-space or similar uses.

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. The Town may retain independent engineers, utility experts, environmental specialists, cybersecurity specialists, or other consultants based on established cost recovery fees.

(2) Applicants shall provide maximum theoretical load calculations.

(3) Water Use and Cooling Plan: Potable water used for cooling the data center is prohibited unless expressly approved by Town Commission. A 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 licensed engineer or other qualified design professional; and

(iii) Water conservation measures.

The Town has the authority to deny any application based upon projected water demand, cooling methodology, or long-term sustainability concerns.

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

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

6) Priority utility reservation or guaranteed capacity agreements are prohibited. In accordance with State Statue, franchise utility companies shall not guarantee capacity.

(7) Incentives: No incentives shall be permitted including but not limited to Tax abatement, CRA Incentives, Utility Rebates, Fee Waivers, Negotiated Reductions and similar developments incentives.

(8) Uses: Data Centers and Artificial Intelligence (AI) Training Facilities shall always remain fiscally neutral or positive to the Town.

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

(10) Noise and Vibration: Continuous noise generated by mechanical equipment shall not exceed: 65 dBA during daytime hours (7am to 7pm) and 55 dBA during nighttime hours (7pm to 7am) as measured from the property line. Backup generators shall be tested only during weekday business hours, except during emergencies. Non-emergency generator runtime is prohibited except for maintenance, testing, or declared emergency conditions. Noise regulations shall be measured and enforced pursuant to Section 17-6.1.

(11) Climate Resilience Operation: All facilities shall operate without reliance on municipal emergency resources during declared emergencies. The Town may modify, suspend, or revoke approvals based on climate risk, infrastructure limitations, resiliency concerns, or public safety impacts.

(12) Collocation: Electrical demand, water usage, cooling capacity, infrastructure impacts, employment-per-megawatt standards, and fee calculations, all data-center buildings, or operational units located on the same parcel, adjacent parcels under common control, or parcels operated by related entities, shall be considered a single aggregated facility. No applicant may divide a project into multiple facilities, buildings, phases, or corporate entities for the purpose of avoiding, reducing, or circumventing the requirements of this Ordinance. The Town shall have sole discretion to determine whether multiple facilities constitute a collocated or aggregated operation based on functional integration, shared infrastructure, or cumulative impact.

(13) 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, full-time 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.

(14) 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.

(15) 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.

(16) Approval of a Data Center or Artificial Intelligence (AI) Training Facility shall not create vested rights for future expansion, increased electrical load, increased cooling capacity, increased backup generation capacity, operational intensification, or continuation of any

noncompliant condition. Any such modification shall require full review and approval by the Town Commission.

(17) 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. Minimum fee amounts may not be waived, reduced, negotiated downward, offset or incentivized. The fees schedule shall include at a minimum the following:

(a) Application Fee/ Special Exception Fee;

(b) Application Fee/ Site Plan Fee;

(c) Cost Recovery Deposit;

(d) Public Works Review Fee;

(e) Electrical/ Community Mitigation Fee;

(f) Water Capacity Mitigation Fee;

(g) Emergency Service Fee;

(h) High-Demand Utility Surcharge;

(i) Climate/ Resilience Offset Fee;

(j) Performance Bond/ Letter of Credit;

(k) Decommissioning Bond;

(l) Annual Infrastructure Monitoring Fee;

(m) Annual Employment- Job-Per Megawatt Fee;

(n) Backup Generation Fee. This fee applies to all installed backup generation capacity regardless of frequency of use.

(18) Annual Reporting: The applicant shall provide an annual disclosure report to the Town prepared by licensed engineers or other qualified design professionals. All required reports shall be submitted no later than January 1 of each year and shall include, at a minimum:

(a) On-site generation;
(b) Battery storage;
(c) Fuel storage;
(d) Backup power infrastructure;
(e) Projected energy sources;
(f) Electrical consumption;
(g) Water usage;
(h) Employment counts;
(i) Backup generation capacity;
(j) Cooling system changes;
(k) Material operational intensifications;

Failure to submit the required reports shall result in enforcement action through the Town's code-enforcement process.

(19) Fuel Storage and Hazardous Materials. Any fuel storage system, battery energy storage system, or hazardous-material storage associated with a Data Center or Artificial Intelligence (AI) Training Facility shall be subject to review by the Town's Fire Department. Fuel storage volumes that exceed thresholds established by the Florida Fire Prevention Code, Florida Building Code, or other applicable regulations shall require separate review and approval by the Town Commission. The Town Commission may impose additional conditions related to location, screening, secondary containment, flood protection, emergency access, monitoring, and operational safety to ensure compliance with all applicable life-safety and environmental standards.

(20) Annual Inspections: The Town's Fire Department shall review battery energy storage, hazardous materials, and fuel storage systems.

(21) The applicant shall cooperate with emergency, law enforcement, utilities and governmental agencies regarding cybersecurity and critical infrastructure.

(22) Enforcement: Non-payment or non-compliance may result in suspension, revocation, fines, injunctive relief, and forfeiture of bonds or escrows. Failure to replenish escrow accounts or failure to pay annual fees constitutes grounds for immediate suspension or revocation.

(~~e~~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 10TH DAY OF JUNE, 2026.

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

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: June 10, 2026	Agenda Item No. 10.1

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

The proposed ordinance amends Chapter 28, "Zoning," to establish a regulatory framework for Data Centers and Artificial Intelligence (AI) Training Facilities within the M-1 Industrial District. The ordinance:

- Prohibits data centers as a permitted use and instead requires Special Exception approval.
- Establishes infrastructure, water, sewer, electrical, cooling, climate resilience, employment, financial security, noise, and operational standards.
- Requires comprehensive impact analyses, annual reporting, decommissioning planning, and various fees related to infrastructure and public safety.
- Ensures projects remain fiscally neutral or positive for the Town and compatible with surrounding land uses.

The public purpose served is the protection of infrastructure capacity, public safety, climate resilience, and fiscal stability, in light of the uniquely high electrical, water, sewer, and emergency-service impacts associated with large-load data-center operations.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:

Businesses proposing to operate a Data Center or AI Training Facility will incur direct compliance obligations as part of the Special Exception process, including but not limited to:

- Preparation of maximum theoretical load calculations for electrical demand.
- Preparation of water use and cooling plans, including engineering reports.
- Costs associated with the Town's ability to engage independent engineers and consultants on a cost-recovery basis.
- Infrastructure upgrades (all onsite and off-site upgrades must be funded by the applicant).
- Compliance with climate resilience, noise limits, emergency-operations independence, operational employment ratios, and reporting requirements.

b. New Charges/Fees on Businesses Impacted:
The ordinance establishes a **required fee schedule**, including at minimum:

- Application and site plan fees
- Cost-recovery deposits
- Public works review fees
- Infrastructure mitigation fees (electrical, water, emergency services)
- High-demand utility surcharges
- Climate / resilience offset fees
- Employment-per-megawatt fees
- Performance and decommissioning bonds
- Annual monitoring and reporting fees
- Backup generation fees

These fees apply **only** to data center or AI facility applicants.

c. Estimate of Regulatory Costs:

Regulatory obligations include:

- Meeting location and zoning restrictions

- Demonstrating no adverse impacts to utilities and infrastructure
- Funding all infrastructure upgrades
- Meeting employment-per-megawatt standards
- Providing annual compliance reports
- Cooperating with emergency, utility, and cybersecurity agencies
- Maintaining compliance with noise, climate resilience, hazardous materials, and emergency readiness standards

These regulatory costs may be significant but are proportional to the high-demand nature of such facilities.

Good Faith Estimate of Number of Businesses Likely Impacted: The ordinance applies only to businesses seeking to develop or expand Data Centers or AI Training Facilities in the Town. These uses are highly specialized, capital-intensive, and uncommon.

- The number of businesses likely impacted is small, based on the rarity and scale of such facilities.
- Existing permitted M-1 businesses are not affected, unless they seek to convert to or expand into data center operations.
- Vendors, utilities, and local service providers may experience indirect economic activity, but are not required to comply with new regulations.

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 the resolution to add a qualified firm to the CCNA — Environmental Engineering Services — Sponsored by Procurement Administrator Woodbury **RESOLUTION NO: 2026-058** **A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING RESOLUTION NO. 2026-032, ADOPTED ON MARCH 31, 2026; PROVIDING FOR THE RECOMMENDATION OF HBC ENGINEERING AS AN ADDITIONAL QUALIFIED FIRM TO PROVIDE ENVIRONMENTAL ENGINEERING SERVICES PURSUANT TO RFQ 25-02; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**
Meeting Date:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	Stephanie Woodbury, Procurement Administrator
Dept/Group:	Finance
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Award Recommendation_Environmental Engineering
2. RFQ_25-02_Proposal_Evaluation_Scoring - Discipline 5 Environmental Engineering
3. 2026-058 Reso (CCNA environmental engineering services - HBC Engineering)

Memo

To: Honorable Mayor, Vice Mayor, and Commissioners

From: Stephanie Woodbury, Procurement Administrator

cc:

Date: June 3, 2026

Re: Award Recommendation – RFQ 25-02 Environmental Engineering Services

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The Procurement Division advertised RFQ 25-02 Architectural and Engineering Services through Continuing Contracts (CCNA) in October 2025. On November 13, 2025, the proposals were opened and a total of thirty (30) firms submitted a proposal with a total of four (4) for Environmental Engineering Services. Which included proposals from Chen Moore & Associates, HBC Engineering, Kimley-Horn & Associates, and WSB LLC.

The Commission originally approved the top two firms; however, it is required that we rank at least three firms. The proposals were reviewed and evaluated by the Evaluation Committee. We would like to recommend the following ranking.

1.) Chen Moore & Associates

2.) Kimley-Horn & Associates

3.) HBC Engineering

	Chen Moore & Associates	HBC Engineering	Kimley-Horn	WSB LLC	
Professional Capabilities and Project Experience (Section 4.4)					
Gracie Escalante	22	10	20	9	
Jeff Louis	25	25	25	9	
Osmanny Larzabal	21	12	21	5	
Total	**22.66666667**	**15.66666667**	**22**	**7.666666667**	
(Experience of Key Personnel and Project Team (Section 4.5)					
Gracie Escalante	22	10	20	9	
Jeff Louis	20	20	18	9	
Osmanny Larzabal	23	12	19	5	
Total	**21.66666667**	**14**	**19**	**7.666666667**	
Relevant Completed Project Experience (Section 4.6)					
Gracie Escalante	22	10	20	9	
Jeff Louis	25	20	20	4	
Osmanny Larzabal	20	12	18	5	
Total	**22.33333333**	**14**	**19.33333333**	**6**	
Project Implementation Strategy and Approach (Section 4.7)					
Gracie Escalante	25	10	20	9	
Jeff Louis	20	20	20	9	
Osmanny Larzabal	24	12	21	5	
Total	**23**	**14**	**20.33333333**	**7.666666667**	

Total Average Score Overall	**89.66666667**	**57.66666667**	**80.66666667**	**29**

Professional Capabilities and Project Experience (Section 4.4)				
Gracie Escalante				
Jeff Louis				
Osmanny Larzabal				
Total				
(Experience of Key Personnel and Project Team (Section 4.5)				
Gracie Escalante				
Jeff Louis				
Osmanny Larzabal				
Total				
Relevant Completed Project Experience (Section 4.6)				
Gracie Escalante				
Jeff Louis				
Osmanny Larzabal				
Total				
Project Implementation Strategy and Approach (Section 4.7)				
Gracie Escalante				
Jeff Louis				
Osmanny Larzabal				
Total				

Total Average Score Overall

RESOLUTION NO. 2026-058

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING RESOLUTION NO. 2026-032, ADOPTED ON MARCH 31, 2026; PROVIDING FOR THE RECOMMENDATION OF HBC ENGINEERING AS AN ADDITIONAL QUALIFIED FIRM TO PROVIDE ENVIRONMENTAL ENGINEERING SERVICES PURSUANT TO RFQ 25-02; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 31, 2026, the Town Commission adopted Resolution No. 2026-032, thereby approving the ranking of the evaluation committee and recommending Chen Moore & Associates and Kimley-Horn & Associates for environmental engineering services pursuant to RFQ 25-02; and

WHEREAS, the Town Commission seeks to add HBC Engineering to the list of qualified environmental engineering firms pursuant to Sec. 287.055, F.S.; and

WHEREAS, the Town Commission seeks to authorize and direct the Town's professional staff to negotiate with HBC Engineering, in addition Chen Moore & Associates and Kimley-Horn & Associates for environmental engineering services; and

WHEREAS, the Town Commission finds that adding HBC Engineering as a qualified firm pursuant to the evaluation committee's ranking 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 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and expressly made a part of this Resolution.

Section 2: The Town Commission hereby approves the Evaluation Committee's recommended ranking for RFQ 25-02 for Environmental Engineering Services and authorizes the Town Manager or designee to negotiate with HBC Engineering for environmental engineering services, in addition to Chen Moore & Associates and Kimley-Horn & Associates, who were previously approved pursuant to Resolution No. 2026-032.

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 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

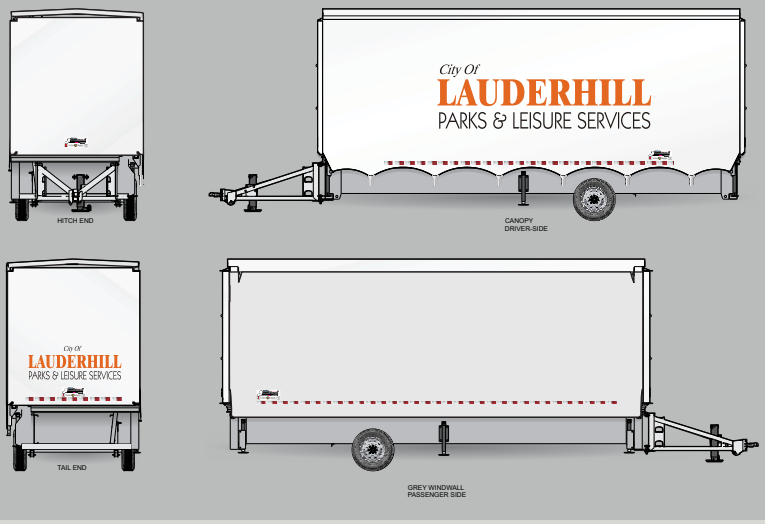
Subject:	Consideration and approval of purchasing a Mobile Bandstand Stage - Sponsored by Public Services Director Odoms
Meeting Date:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

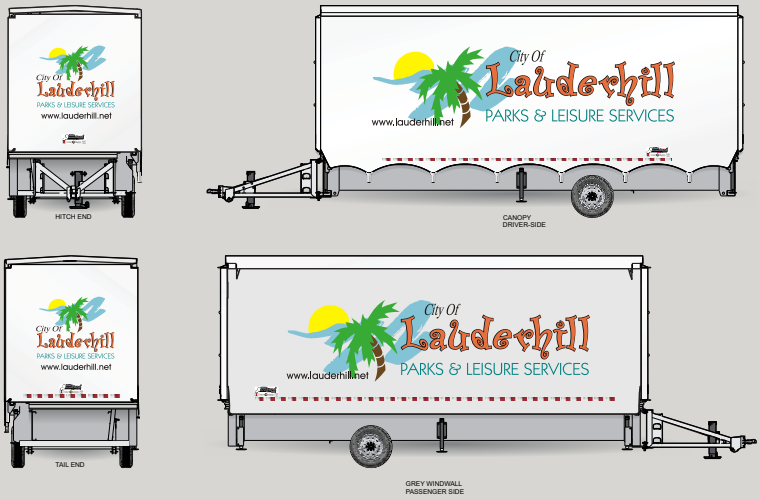
1. FR4100 - Graphic Pkgs 2025
2. Century_Mobile_Stage_Model-Specs - V26
3. FR4100 FrontRow Bandstand Stage-Feb 2026 PL
4. Pembroke FR4100 Sole Source Justification-1

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 4100
MOBILE STAGES



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.



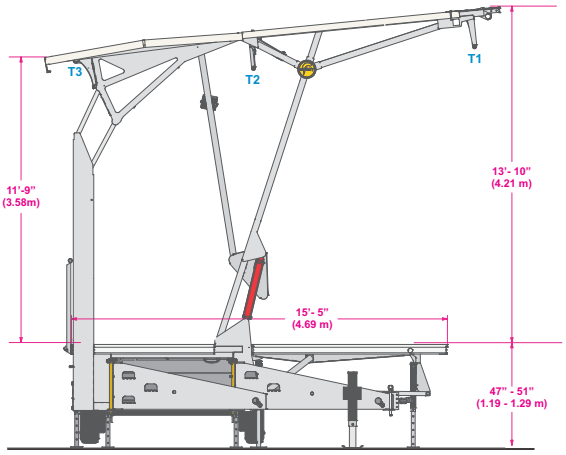
FR4100 mobile stages feature a stage geometry that automatically locks the stage canopy in the open position. This configuration also allows independent operation of the canopy and stage deck. Additionally with no corner columns to remove, in the event of sudden, severe weather, the roof canopy can be 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.

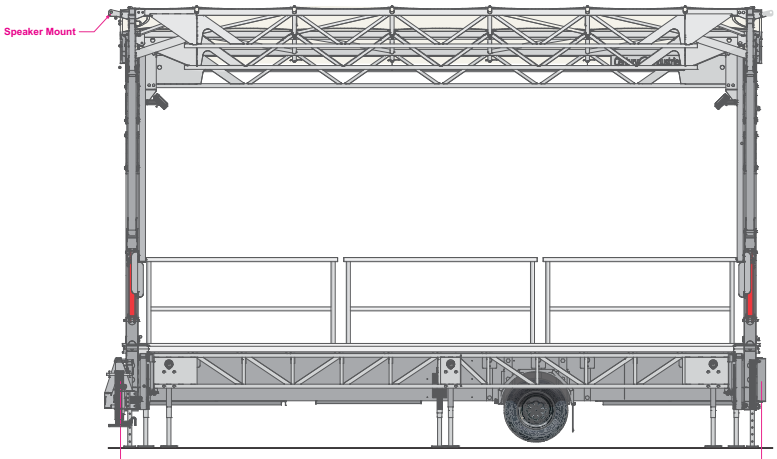
February 2026

Patents: **US8978311B1**
US10557276B1

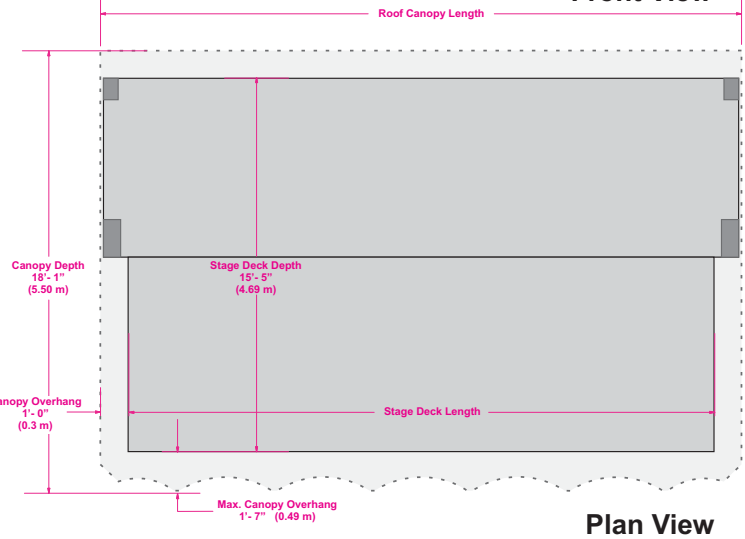
Century Industries



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

MOBILE STAGE MARKET RESEARCH

FrontRow FR4100 Series — Comparative Analysis

Town of Pembroke | Parks & Recreation Department

1. Purpose & Background

The Town of Pembroke Parks & Recreation Department seeks to acquire a mobile bandstand stage for use at community events, outdoor concerts, festivals, and public programming throughout the Town. This document provides market research and a comparative analysis of the Century Industries FrontRow FR4100 Mobile Bandstand Stage against other available products.

2. Recommended Product — Century Industries FrontRow FR4100



Century Industries FrontRow FR4100 — Mobile Bandstand Stage

The FrontRow FR4100 is manufactured by Century Industries (Jasper, Indiana) and is available in three models, all within the Town's budget of $150,000:

Model	Stage Deck	Tow Length	Base Price
FR4120	15'5" × 20'	29.2'	**$117,932**
FR4124	15'5" × 24'	33.2'	**$121,330**
FR4132	15'5" × 32'	41.2'	**$149,077**

Standard features included in the base price:

- Push-button electric/hydraulic actuation — no manual labor for setup

- Sound-absorbing vinyl/polyester canopy fabric
- LED up-lights, 220V/125-amp breaker panel
- Aluminum treadplate stairs with ADA enclosed risers and handrails
- Removable aluminum guardrails along rear of stage
- Engineer-certified to IBC 2015 code requirements
- Made in USA — Jasper, Indiana

3. Market Research — Comparable Products Considered

The Town conducted market research to identify comparable mobile stage products available from other manufacturers. Two alternatives were identified and evaluated. While these products serve a similar general purpose, neither replicates the specific patented features of the FR4100, as detailed in Section 4. Note: The APEX 3224 was also identified but excluded from this analysis as it is projected to exceed the Town's $150,000 budget and no formal quote was obtained.

Comparable — Stageline SL100 | stageline.com

Stageline SL100 Stageline Mobile Stages — Canada	
Est. Price:	~$180,000+ (new) — EXCEEDS $150,000 BUDGET
Stage Deck:	24' × 20' standard; expandable to 40' × 32'
Tow Length:	Pickup-truck towable
Rigging Cap.:	11,400 lbs total rigging capacity
Setup Time:	~30–90 minutes, 2 technicians
Canopy Type:	Solid aluminum / fiberglass hard-edge canopy
Corner Cols.:	YES — corner mast columns required
Weather Resp.:	Columns must be manually secured; slower emergency response
Lead Time:	12–18 months (new)

The Stageline SL100 is a widely used municipal stage. However, it presents two disqualifying factors for the Town of Pembroke: (1) its new purchase price of approximately $180,000 or more exceeds the Town's $150,000 budget, and (2) it carries a 12–18 month lead time for new orders — significantly longer than the FR4100's approximately 8-month lead time. Additionally, it requires corner support columns that obstruct audience sightlines and slows emergency weather response compared to the FR4100's patented columnless design.

4. Technical Differentiators — FR4100 vs. Comparable Products

The following factors highlight the key technical differences between the FR4100 and the comparable products reviewed, which may be relevant to the Town's purchasing decision:

4.1 Patented Technology — Legally Unique Design

The FR4100's canopy geometry and actuation system are protected by two issued United States patents: US8978311B1 and US10557276B1. These patents cover the specific mechanical configuration by which the stage canopy automatically locks in the open position and operates independently from the stage deck. No competing manufacturer may legally produce a stage with this same mechanism. This is not a preference for brand — it is a legally protectable exclusive design.

4.2 Column-Free Audience Sightlines

The FR4100 is the only stage in this class that operates with zero front corner support columns. The Stageline SL100 requires corner mast towers to support the roof structure. These columns block lateral audience sightlines. The FR4100's patented geometry eliminates corner columns entirely, creating an open, professional bandstand appearance that is essential for the Town's community programming.

4.3 Automatic Canopy Locking for Safety

The FR4100's canopy automatically locks itself in the open position as a function of the patented mechanical geometry — it is not hydraulically held or manually pinned. This provides a passive safety redundancy not available on the Stageline SL100. On column-supported stages, the roof is held up by the columns; if a column connection fails, there is no secondary lock. The FR4100's geometry-based lock provides inherent structural redundancy.

4.4 Sub-5-Minute Emergency Weather Response

Because the FR4100 has no corner columns to remove or collapse, its roof canopy can be fully lowered using the hydraulic controls in under five minutes in the event of sudden severe weather. On the Stageline SL100, lowering the roof requires first securing corner mast hardware — a process that takes significantly longer and exposes crew to fall risk when working at height under time pressure. For a community stage operated by parks staff at public events, this difference is a critical safety distinction.

4.5 Independent Canopy and Deck Operation

The FR4100 allows the roof canopy and the stage deck to be raised and lowered independently of one another. This means the canopy can be lowered for weather protection while the stage deck remains in place, or crew can work on canopy-mounted equipment while the deck is still in transport position. The Stageline SL100 does not offer this independent dual-system operation.

4.6 Sound-Absorbing Integrated Canopy

The FR4100's canopy is covered with sound-absorbing vinyl-coated polyester fabric that dampens reflected sound. The Stageline SL100 uses a solid aluminum and fiberglass hard-top canopy that reflects sound back toward the audience, requiring additional acoustic mitigation by sound engineers.

The FR4100's soft canopy is a component of the patented design and cannot be replicated on alternative products.

4.7 Within Budget — Only Qualified Option

The FR4100 is the only mobile bandstand stage identified through market research that meets all technical requirements AND falls within the Town's $150,000 budget. The Stageline SL100 — the sole alternative with a confirmed market price — is listed at approximately $180,000 or more new, exceeding the Town's budget by approximately $30,000 or more.

4.8 Staff Operability — Parks & Recreation Personnel

The FR4100 is specifically engineered for operation by parks and recreation staff without specialized production crew knowledge. Push-button hydraulic controls, a self-contained electrical system, and a setup process requiring no work at height make it uniquely suited to municipal ownership and operation. The Stageline SL100 is designed for professional production environments and its operation by general parks staff introduces additional operational complexity and liability.

5. Estimated Delivery Timeline — FR4100

The following timeline reflects the estimated sequence of events from procurement approval through operational readiness, based on an approximate 8-month manufacturing lead time provided by Century Industries for the FR4100 series. All dates are estimates and subject to change based on final contract execution, option selections, and manufacturer scheduling.

Milestone	Est. Timeframe	Description / Responsible Party
Procurement Approval	June 2026	Town Manager / Town Counsel review and approve procurement of selected stage.
Purchase Order Issued	July 2026	Town issues Purchase Order to Century Industries. Manufacturing lead time clock begins upon PO receipt.
Design Confirmation	July – Aug 2026	Town confirms model selection (FR4120 / FR4124 / FR4132), optional features, graphic package, and color selections with Century Industries.
Manufacturing	Aug – Feb 2027	Century Industries fabricates the stage at its Jasper, Indiana facility. Estimated 6–7 months of active production time.
Quality Inspection	Feb – Mar 2027	Final factory inspection and testing by Century Industries. Town may request a pre-delivery inspection visit to the factory (optional).
Shipping & Delivery	Mar 2027	Stage is transported by flatbed from Jasper, Indiana to Pembroke. Estimated 1–2 weeks transit time.
Delivery & Acceptance	Mar 2027	Town receives and inspects the stage. Certificate of Acceptance signed. Final payment issued per contract terms.
Staff Training	Mar – Apr 2027	On-site stage operation training for Parks & Recreation staff by Century Industries factory representative (optional add-on). Recommended for safe commissioning.
	Apr 2027	Stage is fully operational and available for Town community events. Estimated ~9–10 months from PO to first event use (allowing for training).

Note: The Stageline SL100 — the only comparable product reviewed — carries a published lead time of 12–18 months for new orders, making it unavailable for the 2027 event season if ordered in mid-2026. The FR4100's approximately 8-month lead time provides the Town with a meaningful operational advantage.

6. Budget Summary

Product	Manufacturer	Est. Price	Budget OK?	Lead Time
FR4120 (Recommended)	Century Industries	$117,932	**YES**	~8 mo.
FR4124 (Recommended)	Century Industries	$121,330	**YES**	~8 mo.
FR4132 (Recommended)	Century Industries	$149,077	**YES**	~8 mo.
Stageline SL100 (Comparable)	Stageline	~$180,000+	**NO**	12–18 mo.

** No formal delivery commitment has been received from APEX Stages and should be verified by formal quote prior to any procurement consideration.*

7. Conclusion & Recommendation

Based on the foregoing market research and comparative analysis, the Century Industries FrontRow FR4100 Mobile Bandstand Stage is the recommended product for the Town of Pembroke. It is the only product reviewed that meets all of the Town's technical and operational requirements, falls within the $150,000 budget, and can be delivered in time for the 2027 community event season.

This market research document is submitted for review by the Town Manager and Town Counsel to support the procurement process.

Agenda Item Report

Subject:	Consideration and approval of Ratification of Vendor Selection – Michael Grant Painting for the painting of Town Hall — Sponsored by Public Services Director Odoms **RESOLUTION NO: 2026-057** **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RATIFYING THE AGREEMENT FOR THE PAINTING OF TOWN HALL AWARDED TO MICHAEL GRANT PAINTING BY THE FORMER TOWN MANAGER DURING THE 2025 SUMMER RECESS ATTACHED HERETO AS EXHIBIT A; ACKNOWLEDGING THAT THIS AGREEMENT WAS INADVERTENTLY OMITTED FROM RESOLUTION 2025-020, WHICH RATIFIED OTHER AGREEMENTS EXECUTED DURING THAT PERIOD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**
Meeting Date:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	Jeff Odoms, Public Services Director
Dept/Group:	Public Services
Recommendation for Counsel to Consider:	
Background Information:	During the 2025 summer recess, the former Town Manager exercised administrative purchasing authority to award an agreement to Michael Grant Painting for the painting of Town Hall. Following the recess, the Town Commission adopted

	Resolution 2025-020, which ratified all agreements executed by the former Town Manager during that period. However, the Town Hall Painting Agreement with Michael Grant Painting was not included in the list of ratified agreements, despite having been executed within the same timeframe. To ensure the Town's records are complete and consistent with the intent of Resolution 2025-020, staff recommends individual ratification of this agreement.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 2026-057 - Ratification of painting company
2. 2025-027
3. Michael Grant Painting-Signed Quote
4. _Pembroke Park - Invoice
5. Pembroke Park City Hall Buildings Exterior - 11-26-24
6. PurchaseOrderForm (9)

RESOLUTION NO. 2026-057

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RATIFYING THE AGREEMENT FOR THE PAINTING OF TOWN HALL AWARDED TO MICHAEL GRANT PAINTING BY THE FORMER TOWN MANAGER DURING THE 2025 SUMMER RECESS ATTACHED HERETO AS EXHIBIT A; ACKNOWLEDGING THAT THIS AGREEMENT WAS INADVERTENTLY OMITTED FROM RESOLUTION 2025-020, WHICH RATIFIED OTHER AGREEMENTS EXECUTED DURING THAT PERIOD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during the summer recess of 2025, the former Town Manager exercised administrative purchasing authority to award an agreement to Michael Grant Painting for the painting of Town Hall; and

WHEREAS, following the recess, the Town Commission adopted Resolution 2025-020, which ratified all agreements executed by the former Town Manager during that period; and

WHEREAS, the Town Hall Painting Agreement with Michael Grant Painting was **inadvertently omitted** from the list of agreements ratified under Resolution 2025-020, despite having been executed within the same timeframe and under the same authority; and

WHEREAS, the Town Commission desires to ensure that all agreements executed during the 2025 recess are properly ratified and that the Town's records accurately reflect the intent of Resolution 2025-020; and

WHEREAS, the Town Commission finds that ratifying the agreement is in the best interest of the Town, promotes administrative continuity, and supports the proper maintenance of Town facilities.

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 ratifies and approves the agreement awarded to Michael Grant Painting for the painting of Town Hall, as executed by the former Town Manager during the 2025 summer recess, acknowledging that this agreement was inadvertently omitted from Resolution 2025-020.

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 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

RESOLUTION NO. 2025-027

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RATIFYING CERTAIN AGREEMENTS EXECUTED BY THE TOWN MANAGER PURSUANT TO RESOLUTION NO. 2025-020; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 14, 2025, the Town Commission of the Town of Pembroke Park, Florida ("Town") adopted Resolution No. 2025-020, granting the Town Manager temporary authority to execute agreements necessary for the continued operation of the Town during the Commission's summer recess; and

WHEREAS, pursuant to the authority granted in Resolution No. 2025-020, the Town Manager executed the agreements described and attached hereto as **Exhibits A through M;** and

WHEREAS, the Town Commission now wishes to formally ratify the execution of said agreements to ensure full transparency, public record, and accountability.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as true and correct and incorporated herein by reference.

Section 2. The Town Commission hereby ratifies and affirms the Town Manager's execution of the agreements identified in **Exhibits A through M,** each of which is attached hereto and incorporated herein as if fully set forth.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any section, subsection, sentence, clause, or provision of this Resolution is held to be invalid, the remainder of this Resolution shall not be affected.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 21st day of August 2025.

MAYOR GEOFFREY JACOBS

ATTEST:

CYNTHIA GARCIA-LIMA
Town Clerk

TOWN OF PEMBROKE PARK
DECEMBER 10 A.D. 1957
SEAL
BROWARD COUNTY, FLORIDA

Approved as to form and legal sufficiency

JACOB HOROWITZ
Town Attorney

EXHIBIT A

AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this 2nd day of June 2025, by and between:

> **TOWN OF PEMBROKE PARK, FLORIDA**, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023, hereinafter referred to as "Town";
>
> and
>
> **PORT CONSOLIDATED,** a corporation authorized to do business in the State of Florida, with a principal address of P.O. Box 350430, hereinafter "Contractor," who is authorized to do business in the State of Florida.

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

WHEREAS, the Town desires to enter into this Agreement with Contractor to provide unleaded gasoline and diesel fuel; and

WHEREAS, the Town is authorized to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of the agreement entered into on or about March 15, 2022, between the Contractor and the City of Pompano Beach (the "Agreement"), attached hereto as **Exhibit "A**," and incorporated herein; and

WHEREAS, the Parties agree to incorporate the provisions of this agreement into to **Exhibit "A"** as set forth herein; and

WHEREAS, Contractor has agreed to honor and extend the prices, terms, and conditions set forth in the Agreement to Town; and

WHEREAS, Town desires to retain the services of Contractor by "piggybacking" the terms and requirements set forth in **Exhibit "A"** and as modified herein.

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 prices, terms, and conditions set forth in **Exhibit "A"** shall govern the relationship between the Town and Contractor, except as amended below:

A. The Scope of Services to be performed under this Agreement shall be as set forth in **Exhibit "A**," except said services shall be performed in and for the Town.

B. This Agreement may be terminated at any time by the Town for convenience upon providing thirty days (30) notice to the Contractor. This agreement may also be terminated for cause at any time.

C. This Agreement shall be effective upon execution by both parties, and shall expire in accordance with the terms set forth in **Exhibit "A."**

D. The Contractor agrees at all times to indemnify, hold the Town harmless and, at the Town 's option, defend or pay for any attorney selected by the Town to defend the Town, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the Town or any third party arising out of, or by reason of, or resulting from the Contractor's negligent acts, errors, or omissions.

E. Contractor shall provide Town with proof of insurance as required by **Exhibit "A"**. Contractor hereby confirms that the Town is named as an additional insured under the provisions of Contractor's insurance.

F. Contractor shall not commence performance under this Agreement unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the Town's sole discretion, has been provided to and approved by the Town.

G. All payments shall be governed by the Local Government Prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

H. The term of this Agreement shall commence upon execution by both parties and shall terminate on March 14, 2027, subject to any renewals set forth in the Agreement.

Section 3. In all other respects, the terms and conditions of **Exhibit "A"** are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of Contractor made in **Exhibit "A"** are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein. In the event of any conflicts between this Agreement and Exhibit "A," this Agreement shall prevail, followed by Exhibit "A."

Section 4. Public Records.

A. Contractor shall comply with the Florida Public Records Act as follows:

1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.

2. Upon request by Town's records custodian, provide Town with a copy of 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.

3. 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 this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to Town, at no cost to Town, within seven days. All records stored electronically by Contractor shall be delivered to Town in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. Contractor'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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

Section 5. E-Verify. Contractor 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.

A. **Definitions** for this Section:

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 contractor or consultant.

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.

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.

B. **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:

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

2. All persons (including subvendors/subconsultants/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

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.

Section 6. Scrutinized Companies.

A. Contractor certifies that it and its subcontractors 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 Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors 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 Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors 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.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 7. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 8. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For Town:
Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
dlynch@tppfl.gov

Copy to: Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
jhorowitz@gorencherof.com

Contractor: Donald R. Carlton, Jr., President
Port Consolidated, Inc.
P.O. Box 350430
Fort Lauderdale, FL 33335

Section 9. Severability. This Agreement sets forth the entire agreement between Contractor and Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 10. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK

BY: _____
DAVID LYNCH
Town Manager

APPROVED AS TO LEGAL FORM:

BY: DocuSigned by: Jacob Horowitz
A560A1D0E5D5417...
JACOB G. HOROWITZ
Town Attorney

PORT CONSOLIDATED, INC

BY: _____
Name: Donald Carlton
Title: President

STATE OF Florida)
COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, by means of ☑ physical presence or ☐ online notarization, on this 2nd day of June, 2025, as President of Port Consolidated, Inc, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Donald Carlton. as President of Port Consolidated, Inc and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this 2nd day of June, 2025.

_____
NOTARY PUBLIC
Leidy G Rodriguez
Print or Type Name

My Commission Expires: 10/06/2028

LEIDY G. RODRIGUEZ
Notary Public-State of Florida
Commission # HH 600708
My Commission Expires
October 06, 2028

EXHIBIT A

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

SERVICE CONTRACT No. 1356

THIS AGREEMENT is made and entered into on February 24, 2022, by the City of Pompano Beach ("City") and Port Consolidated, Inc., a ("Contractor").

WHEREAS, City requires the purchase and delivery of unleaded gasoline and diesel fuel. which Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth; and

WHEREAS, the City of Pompano Beach is acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group, and the City enters into a contract with Port Consolidated, Inc. for the purchase and delivery of unleaded gasoline and diesel fuel, in accordance with the pricing, terms and condition of RFP E-03-22; and

WHEREAS, Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group with the same pricing as the City of Pompano Beach.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – RFP E-03-22; Exhibit "B" – Proposal of Port Consolidated, Inc.; Exhibit "C" – Rate Schedule; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide for the purchase of unleaded gasoline and diesel fuel upon the terms and conditions herein set forth and the Contract Documents.

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (RFP E-03-22), attached hereto and by reference incorporated herein and made a part hereof. Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group, as listed in Attachment "B" of RFP E-03-22, ("Participating Agencies"), and as may be added during the period of this Agreement, with the same pricing as the City of Pompano Beach.

4. Term of Contract. This Contract shall be for a term of five years commencing March 15, 2022 and ending March 14, 2027.

5. Renewal. In the event City determines Contractor to be in full compliance with this Agreement and Contractor's performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional five year term upon the written consent of both City and Contractor provided that City provides written notice of its intention to renew within sixty (60) days of the termination date of this Agreement.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its products and services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract. City shall be responsible only for payment for products and services provided to City and not for purchases from Contractor by Participating Agencies.

7. Price Formula and Invoices.

A. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as set forth in the Rate Schedule attached hereto as Exhibit "C" and incorporated herein.

B. Invoices. Contractor shall submit the invoices to City and Participating Agencies for their agency's purchases only, and payments made in the manner provided in Paragraph V.11 of RFP E-03-22. All payments by the City and Participating Agencies, shall be made after the service has been provided.

8. Disputes. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be Robert McCaughan and the Contractor's Contract Administrator shall be (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to Contractor: Donald R. Carlton, Jr., President
P.O. Box 350430 Fort Lauderdale,
33335 Office:
Email: (800) 683-5823
dcarlton@portconsolidated.com

If to City:	Robert McCaughan, Contract Administrator 100 West Atlantic Blvd Pompano Beach, FL 33060 Office: 954-786-4097 Email: Robert.McCaughan@copbfl.com
With a copy to:	Antonio Pucci, Contract Manager 100 West Atlantic Blvd. Pompano Beach, FL 33060 Phone: 954-786-5574 Email: antonio.pucci@copbfl.com

10. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. Termination. City shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence on Contractor's part, upon ten (10) business days advance written notice to Contractor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Contractor's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented, delayed or stopped by fire, hurricane, earthquake, explosion, war, civil disorder , sabotage, accident , flood, acts of God, or act or order of a governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or public health emergencies (including any resurgence or re-occurrence) or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force Majeure.

If either party is unable to perform or is prevented, delayed or stopped in performing any obligations under this Agreement because of any event of force majeure including an event that prevents the use or ability to use the Property for its intended purpose to the benefit of the public , such inability to perform or delay shall be excused and any associated charges or payment suspended until such time as the event of force majeure ends or as long as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure, to the extent and in the form as mutually agreed by the Parties.

In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party after commencement or discovery of the event of force majeure, specifying in detail the event of force majeure, the estimated length of the event of force majeure, diligently proceed to correct the adverse effect of any force majeure, where possible, and, upon request from the non-claiming party, provide an update until the event of force majeure ends. The parties agree that, as to this Paragraph, time is of the essence.

13. Insurance. Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without this indemnification of City by Contractor. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. Non-Assignability and Subcontracting.

A. Non-Assignability. This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized

representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. Contractor cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of 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.

3. 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 contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

23. Governing Law. This Agreement must 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 will 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 will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. Waiver and Modification.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. No Contingent Fee. Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. Attorneys' Fees and Costs. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. No Third Party Beneficiaries. Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. Public Entity Crimes Act. As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. Headings. The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. Approvals. Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. Absence of Conflicts of Interest. Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

34. Binding Effect. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. Employment Eligibility. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. 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 or County Court no later than 20 calendar days after the date of termination. 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 1 year after the date of termination

36. Ordering and Payment. It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the Contractor as a result of this Agreement or purchases made between other agencies. After award of contract to Contractor, the City reserves the right to issue purchase orders in accordance with the terms of this contract.

37. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

DocuSigned by:
Asceleta Hammond
62AB0835850F4A7...
ASCELETA HAMMOND, CITY CLERK

CITY OF POMPANO BEACH

By: DocuSigned by:
Rex Hardin
502CB760EB3F480...
REX HARDIN, MAYOR

By: DocuSigned by:
Gregory P. Harrison
7052A87F15A44C8...
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:
Mark E. Berman
B4DD5E1CDA804A1...
MARK E. BERMAN, CITY ATTORNEY

(SEAL)

DocuSigned by:

"CONTRACTOR"

Port Consolidated, Inc.

Witnesses:

By: _____
Donald R. Carlton, Jr., President

Michael A. Simmons
(Print or Type Name)

Noel D Hardy
(Print or Type Name)

STATE OF Florida

COUNTY OF Brownard

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of January, 2022, by Donald R. Carlton, Jr. as President of Port Consolidated, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced _____ _____ (type of identification) as identification.

NOTARY'S SEAL:

LEIDY G. RODRIGUEZ
Notary Public-State of Florida
Commission # HH 45130
My Commission Expires
October 06, 2024

Leidy G. Rodriguez
NOTARY PUBLIC, STATE OF FLORIDA

Leidy G. Rodriguez
(Name of Acknowledger Typed, Printed or Stamped)

HH 45130
Commission Number

EXHIBIT B

INTERAGENCY INFORMATION SHARING AGREEMENT FOR VENDOR PERSONNEL SECURITY SCREENING REQUIREMENTS

WHEREAS, The **Broward County Sheriff's Office**, hereafter referred to as Lead Contract Agency (LCA), and **Town of Pembroke Park, Florida**, hereafter referred to as Contract Agency (CA), are both criminal justice agencies, formally recognized by the Federal Bureau of Investigations (FBI) and the Florida Department of Law Enforcement (FDLE); and

WHEREAS, The LCA and the CA are headquartered within the boundaries of the State of Florida;

WHEREAS, both the LCA and CA have entered into Criminal Justice User Agreements (UA) with FDLE and are required to abide by the FBI CJIS [Criminal Justice Information Systems] Security Policy (CSP) for access to state and national Criminal Justice Information (CJI) as defined by the CSP; and

WHEREAS, the FDLE CJIS Director functions as the CJIS Systems Officer (CSO) for the State of Florida, required by the CSP and UA to grant and authorize access to CJI within the State of Florida; and

WHEREAS, both the LCA and CA are currently contracting with ***vendors listed in Exhibit A***, a private vendor, for services supporting the administration of criminal justice and systems containing CJI; and

WHEREAS, the CSP requires criminal justice agencies to execute the Security Addendum with private vendors who are contracted to provide services with access to criminal history record information in support of the administration of criminal justice; and

WHERAS, the LCA is willing to share Vendor employee background screening information obtained from state and national fingerprint -based records checks with the CA, in a manner consistent with the requirements of the CSP;

NOW THEREFORE, the parties agree as follows,

1. The LCA will fingerprint and submit the requisite identification information on Vendor employees who require unescorted physical or logical access to CJI. The LCA will use its criminal justice ORI for submitting fingerprints required by the CSP and UA.
2. The LCA will maintain a current and complete list of all Vendor employees who have been authorized access to CJI. Employee information shall include name, date of birth, and, if previously provided, social security number or other unique identification to accurately identify the employee.
3. The LCA shall provide to the CA the list of all Vendor employees who are authorized access to CJI.

4. When any change occurs to the list of authorized Vendor employees, the LCA shall provide to the CA, **by email**, the corrected or revised list of authorized Vendor employees, and specifically identify any additions, deletions or modifications to the list.

5. The LCA will notify the CA in the event that a Vendor employee, whether seeking or already authorized access to CJI, is denied such access by the FDLE CSO.

6. To properly assess any potentially disqualifying information as it becomes available, every **5 years**, the LCA shall perform a **fingerprint based** check **by resubmitting vendor fingerprints in FALCON**, to include, but not be limited to, hot files, and state/national criminal history record information searches, on all Vendor employees authorized access to CJI.

7. Upon notification/determination of any type of reported or observed criminal or other disqualifying activity by a Vendor employee authorized access to CJI, the LCA shall immediately notify the CA via formal correspondence of the employee activity.

8. The LCA shall immediately notify the CA upon learning of the termination or suspension from employment of a Vendor employee authorized access to CJI.

9. The LCA shall ensure Vendor employees complete the appropriate level of security awareness training as identified in the CSP **for every vendor employee with unescorted physical or logical access to unencrypted CJI.**

10. The LCA shall maintain copies of the Vendor employee signed security addendum **in its entirety, including the Certification page**, and make them available upon request to the CA and/or FDLE **for technical audit review.**

11. The CA shall designate a primary and secondary point of contact within its agency to receive information and updates regarding Vendor employees authorized to access CJI.

12. The LCA shall defer to the FDLE CSO regarding any issues with respect to CJI access eligibility as required by the CSP and the U/A.

13. The LCA shall have formal written guidelines defining the processes associated with implementation of this Agreement.

14. The LCA will forward a copy of this agreement to the FDLE CSO.

15. The CA may terminate this agreement upon thirty (**30**) days written notice to the LCA.

16. The LCA shall provide the CA **(180)** days written notice if LCA chooses to end their lead agency status

17. This Agreement is contingent upon LCA being the operator of the Regional Communications System of Broward County.

18. This Agreement constitutes the entire agreement of the parties and may not be modified or amended except by written amendment signed by authorized representatives of both parties.

19. Both parties acknowledge that the CJI authorized to be shared by this Agreement is subject to restrictions on access and dissemination under federal and state law, and that failure to abide by those restrictions can result in loss of access to CJI.

20. Each party shall be responsible for the negligent acts or omissions of their respective employees related to the subject matter herein in accordance with Ch. 768.28, Fla. Stat. and nothing herein shall be deemed a waiver of those protections or immunities provided within Ch. 768.28, Fla. Stat. or under Federal or Florida State laws.

21. The parties agree that this agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form or digital e-signatures are acceptable and shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted by facsimile, e-mail or digital format shall be deemed to be their original signatures for all purposes.

INTERAGENCY INFORMATION SHARING AGREEMENT FOR VENDOR PERSONNEL SECURITY SCREENING REQUIREMENTS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives, effective on the date last signed below.

TOWN OF PEMBROKE PARK, FLORIDA

_____ Date: 6/2/25
Agency Head (Signature)

Chief of Police
Name, Title (Print)

BROWARD COUNTY SHERIFF'S OFFICE

By: _____ Date: _____
Colonel John Hale, Executive Director
Department of Professional Standards & Investigations

Approved as to form and legal sufficiency
subject to execution by the parties:

By: _____
Terrence Lynch
General Counsel/Executive Director
Office of the General Counsel

Exhibit A
Vendors and their personnel

- Central Square (Broward County ORCAT – RPSA)
- Insure-A-Temp (Broward County ORCAT – E911)
- Keylight Power & Lighting (Broward County ORCAT – Radio)
- Mobile Communications (Broward County ORCAT – Radio)
- Motorola (Broward County ORCAT – E911 & Radio)
- NICE Systems (Broward County ORCAT – E911)
- Niche Technology (Broward County ORCAT – RPSA)
- Office of Regional Communications & Technology (Broward County ORCAT – This is what ORCAT stands for)
- Priority Dispatch (Broward County ORCAT – RPSA & Consolidated Communications)
- Replay (Broward County ORCAT – Consolidated Communications)
- West Safety Service (Broward County ORCAT – E911)

EXHIBIT C

CRIMINAL JUSTICE INFORMATION SHARING AGREEMENT

WHEREAS, the **Broward Sheriff's Office** (hereafter referred to as BSO), a criminal justice agency recognized by the Federal Bureau of Investigations (FBI) and the Florida Department of Law Enforcement (FDLE); and the **Town of Pembroke Park, Florida** and its law enforcement agency (hereafter collectively referred to as the Town), a criminal justice agency recognized by the FBI and the FDLE, in Broward County, Florida and

WHEREAS, the BSO maintains an electronic records management system (RMS) for the creation and storage of offense reports, hereafter referred to as Criminal Justice Information (CJI); and

WHEREAS, the Town wishes to routinely receive BSO CJI for the administration of criminal justice;

NOW THEREFORE, the parties agree as follows,

1. The BSO will email the Town reports via CJNET, when requested.

2. The BSO will provide the Town with the records for authorized criminal justice purposes only at no cost to the Town.

3. Both BSO and the Town agrees to abide by all applicable local, state, and federal laws, rules, and regulations, with regards to the use of said electronic systems.

4. Both BSO and the Town agree to abide by all the terms and conditions of the Criminal Justice User Agreement executed between the FDLE and the BSO, March 22, 2022, a copy of which is attached hereto as Exhibit A , and the most recent FBI CJIS Security Policy, as amended or updated from time to time by the FBI.

5. Both BSO and the Town will disseminate CJI related information and records obtained from each other only for authorized criminal justice purposes.

6. Both BSO and the Town will maintain CJI obtained from each other in a secure place, with controlled access, and will destroy records containing such information in compliance with all applicable federal and state laws.

7. All CJIS data transmitted over any public network segment must be encrypted as required by the FBI CJIS Security Policy, as amended or updated from time to time by the FBI.

8. Notwithstanding the forgoing, each party shall be responsible for the negligent acts or omissions of their respective employees related to the subject matter herein in accordance with Ch. 768.28, Fla. Stat. and nothing herein shall be deemed a waiver of those protections or immunities provided within Ch. 768.28, Fla. Stat. or under Federal or Florida State laws

9. Both BSO and the Town will ensure that all of their respective computer devices and computer systems that transmit, receive and/or store CJI employ virus protection software and such software shall be maintained in accordance with the software vendor's published updates; and

will promptly and fully patch Windows and other software present on all such devices, after any necessary testing, upon such patches becoming available.

10. CJI may only be accessed via computers or interface devices owned or operated by the respective parties and/or their contracted entity. Personally owned devices shall not be authorized to access, process, store, or transmit CJI. Vendors under contract with either party may be allowed access provided all requirements of the FBI CJIS Security Addendum are complied with, in addition to the personnel screening requirements as required by the FBI CJIS Security Policy as amended or updated from time to time by the FBI.

11. All policies, procedures and operating instructions contained in the FBI CJIS Security Policy, as amended or updated from time to time by the FBI, are hereby incorporated into and made a part of this agreement, except to the extent that they are inconsistent herewith or legally superseded by higher authority.

12. Both BSO and the Town will have a written policy for discipline of personnel who access CJI improperly or for unauthorized access, improper disclose information to unauthorized individuals or use of CJI systems in an unauthorized manner, or violation of CJIS rules, regulations or operating procedures and will provide a copy of that policy to each other for each other's records.

13. Both BSO and the Town will provide a point of contact to each other for the purpose of receiving and disseminating, as appropriate, information concerning unauthorized publication or release of CJI for follow-up and disciplinary action as appropriate. Both parties will conduct appropriate follow-up and will notify each other of the outcome of each other's investigations related to violations of this agreement and in accordance with Florida law.

14. Both parties have an obligation to report instances of misuse of CJI and systems containing CJI to the FDLE for follow up of applicable internal investigation and applicable internal discipline in compliance with the FBI CJIS Security Policy as amended or updated from time to time by the FBI.

15. Both BSO and the Town reserves the right to deny access to, or transmission of, CJI or related records to any individual based on valid, articulable concerns for the security and integrity of CJIS and related programs/systems information.

16. This agreement shall remain in effect from the date it is fully executed by the parties for a duration of one (1) year and shall then be renewed each year thereafter, if not otherwise terminated in accordance with the termination rights contained herein.

17. Either party may terminate this agreement upon thirty (30) days written notice, except that the BSO may terminate this agreement immediately and without notice upon finding that the Town has violated the terms of this agreement. This agreement constitutes the entire agreement of the parties and may not be modified as amended without written agreement executed by both parties.

18. This agreement shall supersede any prior agreements by and between the parties concerning the exchange of CJIS by and between the parties.

19. The parties agree that this agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form or digital e-signatures are acceptable and shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted by facsimile, e-mail or digital format shall be deemed to be their original signatures for all purposes.

21. This agreement shall supersede and replace all prior agreements and understandings, oral or written, between the parties regarding the same subject matter contained herein. The four corners of this document reflect the complete and full understanding of each respective party's rights and obligations.

IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below.

TOWN OF PEMBROKE PARK, FLORIDA:

By: _____ Date: 6/2/25

Name: David Lynch

Title: Town Manager

BROWARD COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

Colonel John Hale
Department of Professional Standards & Investigations

Approved as to form and legal sufficiency
subject to the execution by the parties:

By: _____

Terrence Lynch
General Counsel/Executive Director
Office of the General Counsel

CRIMINAL JUSTICE USER AGREEMENT

This Agreement, is entered into between the Florida Department of Law Enforcement (hereinafter referred to as "FDLE"), an agency of the State of Florida with headquarters at 2331 Phillips Road, Tallahassee, Florida and the

Broward County Sheriff's Office,

with headquarters at

2601 West Broward Blvd., Fort Lauderdale, Florida 33312,

with the primary ORI of: FL FL0060000, (hereinafter referred to as the "User").

Whereas, FDLE is authorized by Section 943.0544, Florida Statutes, to operate and regulate the Florida Criminal Justice Network (hereinafter CJNet) as an intra-agency information and data-sharing network for use by the state's criminal justice agencies;

Whereas, FDLE is authorized by Sections 943.05 and 943.051, Florida Statutes, to establish and operate the Florida Crime Information Center (hereinafter FCIC) for the exchange of information relating to crimes, criminals and criminal or suspected criminal activity;

Whereas, FDLE participates in the National Crime Information Center (hereinafter NCIC), a service of the United States Department of Justice, the Interstate Identification Index (hereinafter III), the Federal Bureau of Investigation's (hereinafter FBI) Law Enforcement Enterprise Portal (hereinafter LEEP), the FBI's National Data Exchange (hereinafter N-DEx), FBI's Next Generation Identification (hereinafter NGI), the FBI's National Incident Based Reporting System (hereinafter NIBRS), the FBI's National Instant Criminal Background Check System (hereinafter NICS), and the International Justice and Public Safety Network (hereinafter Nlets), and serves as Florida's Criminal Justice Information Services (CJIS) Systems Agency (CSA) for the transmission of Criminal Justice Information (CJI) to and from agencies in Florida and agencies in the United States, U.S. Territories, Canada, and Interpol;

Whereas, FCIC, LEEP, NCIC, III, N-DEx, NGI, NICS, NIBRS and Nlets are together (or collectively) considered CJI Systems;

Whereas, the FDLE Criminal Justice Information Services Director is recognized as the FBI CJIS Systems Officer (CSO) for the State of Florida, responsible for administering and ensuring statewide compliance with the FBI CJIS Security Policy (CSP);

Whereas, the Florida CSO and FBI has recognized the User as a Criminal Justice Agency by the issuance of a Criminal Justice ORI;

Whereas, the User is authorized access to CJI as a Criminal Justice Agency;

Whereas, the User may require access to intrastate, interstate and national CJI systems provided by FDLE in order to effectively discharge the administration of criminal justice;

Whereas, FDLE facilitates local law enforcement and other criminal justice agencies' requests to participate in the CJI services provided on CJNet, provided the User agrees to abide by applicable federal and state laws; administrative code, and all policies, procedures and regulations related to these systems; and further provided FDLE retains full control over the management and operation of CJNet and FCIC;

Therefore, in consideration of the mutual benefits to be derived from this Agreement, the FDLE and the User do hereby agree as follows:

This User Agreement, together with applicable portions of the CJIS Agency User Agreement Requirements Document (Requirements Document) attached to and made a part of this Agreement by reference, is designed for criminal justice agencies within Florida that have either direct or indirect access to Criminal Justice Information and Systems. Unless the context requires differentiation for clarity, the two documents combined will be referred to as "the (or this) Agreement." If the User does not perform a specific function, the provisions regarding that function will not apply to the User.

The following "Legal and Policy Requirements" are incorporated by reference and made part of this Agreement, and may be provided upon request:

1. Sections 943.045-943.056, Florida Statutes
2. Chapter 11C-4, Florida Administrative Code
3. 28 C.F.R. Part 20
4. FBI CJIS Security Policy
5. FCIC Operations Manual
6. NCIC Operations Manual
7. FDLE CJIS Memoranda
8. FDLE Guidelines for CJIS Access

SECTION I
FDLE REQUIREMENTS

FDLE is duly authorized and agrees to ensure authorized access to the criminal justice information services provided via CJI Systems and to:

1. Serve as the CSA for the State of Florida and provide the User with authorized access to CJI as is available in the CJI Systems, and to serve as the means of exchanging CJI between the User and other criminal justice agencies via CJI Systems.

2. Provide the opportunity for CJIS certification/re-certification and CJIS Security Awareness training.

3. Provide the User with information concerning privacy and security requirements imposed by state and federal policies, laws, rules and regulations. All referenced policies, operating procedures, operating instructions, operating manuals and technical memoranda may be found on the CJNet CJIS Resource Center web page.

4. Act as the central state repository for Criminal History Record Information (CHRI) provided identification, record keeping, and exchange of CHRI services.

5. Facilitate access, using CJNet, to other CJI Systems that the User may be authorized to access.

SECTION II
USER REQUIREMENTS

To ensure continued access as set forth above, the User agrees to comply with the disposition reporting provisions of Section 943.052, F.S., the CJI dissemination recordkeeping requirements in Section 943.055(1), F.S., and to implement and adhere to all applicable provisions of the CJIS Security Policy including, but not limited to, the following:

1. Record Quality – The User shall be responsible to establish appropriate and reasonable quality assurance procedures, e.g., hit confirmation, audits for record timeliness, and validation, must be in place to ensure that only complete, accurate, and valid information is maintained in CJI Systems.

2. Security – The User shall be responsible for appropriate security measures as applicable to physical security of areas identified as physically secure locations, network communication lines; personnel security to include background screening requirements; technical security to protect against unauthorized use; information security to include III use, dissemination, and logging; and security of CHRI. Additionally, the User must establish an information security structure that establishes a Local Agency Security Officer (LASO) and complies with the CSP. The User shall also be responsible for computer security incident reporting as required by the CSP.

3. Audit – The User shall be responsible for complying with all audit requirements for use of FDLE and FBI CJI Systems to include but not be limited to FCIC/NCIC Record Audits, CSP Technical Audits, and N-DExAudits.

4. Training – The User shall be responsible for adhering to FDLE mandated training certifications, including compliance with FCIC operator certification/re-certification mandates.

5. Integrity of CJI – The User shall be responsible for maintaining the integrity of Criminal Justice Information and Systems to ensure only authorized physical access; authorized logical access; only authorized transaction submission; and proper handling and dissemination of CJI.

SECTION III
ADDITIONAL SERVICES & REQUIREMENTS

1. FDLE provides additional CJI services to authorized Users on a requested basis. Participation in these services is voluntary, apart from access to other CJI Systems. By initialing next to the listing of the appropriate service below, the User acknowledges intent to access and use these services, and to adhere to the provisions for the service(s) detailed in the FDLE CJIS User Agreement Requirements Document found here, Requirements Document.

	Yes	No	User Initial	CSO Initial
N-DEx (via FDLE CJIS)	◉	○	Gt	RS
Red Light Camera Program	○	◉	Gt	RS
License Plate Reader Program	◉	○	Gt	RS
Critical Infrastructure Program	○	◉	Gt	RS
Registered Livescan Submitter	◉	○	Gt	RS
FCIC VPF TVPP/BTAM	○	◉	Gt	RS
Florida Arrest Affidavit Application	◉	○	Gt	RS
Statewide Record Mgmt. System	○	◉	Gt	RS
Cloud Computing Lead Agency Agreement with FDLE				
Microsoft Azure	◉	○	Gt	RS
Microsoft Office 365	○	◉	Gt	RS
Microsoft Dynamics	○	◉	Gt	RS
Amazon Web Services GovCloud	◉	○	Gt	RS

2. As lead agency for Microsoft and AWS cloud computing services, FDLE agrees to maintain a list of vendor employees who have been successfully vetted, completed the appropriate level of security awareness training, and signed the security addendum certification page thereby fulfilling the background check obligations for unescorted logical or physical access to unencrypted CJI.

   Users participating in cloud services shall execute appropriate agreements with third party vendors or directly with cloud providers which shall specify responsibility for meeting security requirements. Ultimately, the responsibility for compliance remains with the User.

3. The CSP requires criminal justice agency oversight of contracts between the criminal justice agency and a noncriminal justice governmental entity or private vendor contracted to perform services for the administration of criminal justice as authorized in Title 28 CFR Part 20 Section 20.33. A criminal justice agency performing this oversight function is required to complete certain duties. By initialing and dating adjacent to the name of the entity performing these services for a noncriminal justice agency or private vendor, as applicable, the User acknowledges its role in performing oversight for the entity, and adherence to the provisions detailed in the Requirements Document.

   Entity Name Office of Regional Communications and Technology

   Noncriminal justice ORI _____ N/A N/A Initial GE Gt

4. The User is required to appoint CJIS Agency Coordinator (CAC) to act as the central point of contact regarding all communications between FDLE CJIS and the User. The CAC shall have User authority to ensure that all agency identified personnel, including those with decision making authority, are made aware and able to participate in all FDLE CJIS discussions that may lead to User business and policy changes. The CAC shall have the authority to appoint other User personnel to serve in other designated CJIS positions and sign the agency contact form.

   CJIS Agency Coordinator (CAC)

   Name Isis Crespo Email isis_crespo@sheriff.org

   Phone 954-321-4626 Cell Phone 786-295-6642

SECTION IV
MISCELLANEOUS REQUIREMENTS

1. Legal and Policy Requirements - FDLE has received funding from the United States Department of Justice and is subject to and must demand intrastate users of its criminal history record services be bound by and adhere to the Legal and Policy Requirements which this agreement incorporates.

2. Penalties and Liabilities - Any non-compliance with the terms of this Agreement concerning the use and dissemination of criminal history information may subject the User's officers or employees to a fine not to exceed $11,000 as provided for in the Code of Federal Regulations, Title 28, Section 20.25, and/or discontinuance of service. Moreover, certain offenses against system security and the information contained therein are crimes under Florida Statutes and can result in criminal prosecution.

3. Termination - Either party may terminate this Agreement, with or without cause, upon providing advanced written notice of 45 days. Termination for cause includes, but is not limited to, any change in the law that affects either party's ability to substantially perform as provided in this Agreement. Should the aforementioned circumstances arise, either party may terminate or ask to modify the Agreement accordingly.

4. Termination of Services - FDLE reserves the right to terminate service, without notice, upon presentation of reasonable and credible evidence that the User is violating this Agreement or any pertinent federal or state law, policy, regulation or rule.

NOTICE MANDATED BY SECTION 943.0525, F.S:
Failure to comply with laws, rules, and the user agreement shall constitute grounds for immediate termination of services.

5. Modifications - Modifications to the provisions in this Agreement shall be valid only through execution of a formal written amendment.

6. Accountability - To the extent provided by the laws of Florida, and without waiving any defenses or immunities to which the User may be entitled, the User agrees to be responsible for the acts or omissions of its personnel arising out of or involving any information contained in, received from, or entered into or through CJI Systems.

7. Acknowledgement of Duties and Responsibilities - The User hereby acknowledges the duties and responsibilities as set out in this Agreement. The User acknowledges that these duties and responsibilities have been developed and approved by FDLE to ensure the reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of CJI Systems. The User further acknowledges that failure to comply with these duties and responsibilities may subject its access to various sanctions as approved by the FBI Criminal Justice Information Services Advisory Policy Board. These sanctions may include termination of NCIC services to the User. The User may appeal these sanctions through the CSA.

8. Term of Agreement - Unless terminated sooner under Section IV. 3. or 4. above, this Agreement will remain in force until it is determined by FDLE that a new agreement is required. The User should initiate the execution of a new agreement when a change of agency chief executive or official occurs.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

NAME OF THE USER AGENCY Broward Sheriff's Office

USER CRIMINAL JUSTICE CHIEF EXECUTIVE or OFFICIAL

BY Gregory tony **TITLE** Sheriff

gregory tony
gregory tony (Mar 21, 2022 15:36 EDT)

(SIGNATURE)

DATE Mar 21, 2022

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

BY Robin Sparkman **TITLE** FBI CJIS Systems Officer (CSO) for the State of Florida

Robin Sparkman

(SIGNATURE)

DATE Mar 22, 2022

ID&T Review SM
SM

Signature: Isis Crespo
Isis Crespo (Mar 3, 2022 16:22 EST)
Email: isis_crespo@sheriff.org

Signature: Susie Murphy
Susie Murphy (Mar 22, 2022 08:13 EDT)
Email: susiemurphy@fdle.state.fl.us

EXHIBIT D



9841 N.W. 117th Way • Medley, Florida 33178
Tel: (305)888-0059 • Fax: (305)888-2090

Dear **Valued Customer:**

All Power Generators Corp. is involved in service of **Emergency Generator** systems. Our technicians are **highly trained** and have experience that average **OVER 24 YEARS**.

Following, you will find information that describes the **Preventive Maintenance Program** we have to offer for your Stand-by Power Generator.

Our **Preventive Maintenance Plan** is a program of inspections which will be performed by highly trained technicians. This program is designed to provide a sense of security and minimize the likelihood of failure or malfunction. During each inspection we will provide the owner with a fully detailed written report of his/her equipment. Early detection helps identify small problems before they become major repair costs.

The enclosed contract contains a checklist for our program, as well as pricing per generator. We are experienced in servicing and repairing any and all makes and models of generators, so you can be assured that we will provide the most competent and professional service. You can choose the amount of visits per year. We recommend four (4) visits. You also have the power to terminate the contract at any time with a 30-day written notice.

Other services that All Power Generators has to offer:

- Load bank testing
- Megger testing
- Fuel polishing
- Fuel delivery
- Upgrades

. Please feel free to contact us with any questions or concerns at (305) 888-0059 Monday – Friday 8:00 AM to 5:00 PM.

Sincerely,

Ana Mejia, Ext. 225
Service Manager
All Power Generators Corp.

PREVENTIVE MAINTENANCE AGREEMENT

ALL POWER GENERATORS CORP. Preventive Maintenance Plan is a program of inspections which will be performed by a certified and trained technician. This plan is designed to enhance the performance and reliability of your stand-by or prime power generator system. This is not a guarantee against equipment malfunction or failure, expressed or implied. ALL POWER GENERATORS CORP. offers service in the event of malfunction or failure, but assumes no liability for the failure or consequential damages that may result. This Maintenance agreement is designed to perform necessary Preventive Maintenance services and therefore minimize the likelihood of failure or malfunction, while providing the owner with a fully detailed inspection report of his/her equipment. It is the owner's responsibility to approve ALL POWER GENERATORS CORP. recommendations for repairs. These recommendations will be listed in the inspection report.

ALL POWER GENERATORS CORP. will perform visits on the contracted equipment in accordance with the attached schedule. The visits will differ only that one visit will also include a complete oil change; oil filter, air filter, and fuel filter change.

The owner agrees that ALL POWER GENERATORS CORP. invoices for services performed are net 30 days and will be honored as per such terms.

The owner acknowledges that ALL POWER GENERATORS CORP. is not a guarantor of the operability of owner's equipment. The owner also agrees that ALL POWER GENERATORS CORP. shall not be responsible to owner for damages for any claim of any kind whatsoever as a result of the failure of a generator serviced by ALL POWER GENERATORS CORP. to operate, or any associated claim for which owner must hold ALL POWER GENERATORS CORP. harmless. The owner's sole remedy shall be limited to the return of any funds paid under the terms of this agreement.

OWNER NAME: TOWN OF PEMBROKE PARK

ADDRESS: 3150 SW 52ND AVE.

CITY: PEMBROKE PARK **STATE:** FL. **ZIP CODE:** 33023

TELEPHONE #: _____ **FAX #:** _____

JOB NAME: SAME

JOB LOCATION: SAME

CONTACT NAME: MISAEL **TEL. #:** 954-450-5903

PREVENTIVE MAINTENANCE AGREEMENT

INFORMATION: 9 UNITS – QUOTES #18290 - 18298

MANUFACTURER: _____ MODEL: _____

SERIAL #: _____ SPEC: _____ HR: _____

ENGINE MANUFACTURER: _____ MODEL: __

SERIAL #: _____ SPEC: _____

TERMS AND PRICING SCHEDULE:

KW SIZE		NUMBER OF VISITS / YEAR	ANNUALLY
25 KW to 450 KW	$175.00 / Visit	36	$6,300.00
OIL CHANGES	450.00/Visit	8	3,600.00
OIL CHANGE	750.00	1	750.00

- We recommend a minimum of four (4) visits per year, with one (1) annual oil change. **Sales tax is applicable.**
- Visits will be performed during normal working hours
  Monday thru Friday from 8:00 AM – 5:00 PM
- Additional work required and authorized to be done at the time of inspection will be invoiced at our published rates on parts and labor.
- The term of this agreement shall be for a period of one (1) year commencing June 16, 2025 and ending June 16, 2026.
  Therefore this agreement shall be automatically renewed unless terminated by either party upon written notice given to the non-terminating party.
- This agreement may be terminated by either party upon thirty (30) days notice to the non-terminating party.

AUTHORIZED

BY: David Lynch Town Manager **DATE:** 6/14/25
Name and Title

ACCEPTED

BY: _____ **DATE:** 6/18/25
ALL POWER GENERATORS CORP.

ANA MEJIA

PREVENTIVE MAINTENANCE CHECKLIST

LUBRICATING SYSTEM	
	CHECK LUBE OIL LEVEL
	CHECK CONDITION OF LUBE OIL HOSES & CONNECTIONS
	CHECK FOR OIL LEAKS

FUEL SYSTEM	
	CHECK GOVERNOR OIL LEVEL
	CHECK CONDITION OF FUEL HOSES & CONNECTIONS
	CHECK OPERATION OF DAY TANK AND TRANSFER PUMP
	CHECK FUEL LINKAGE AND THROTTLE
	CHECK FUEL STORAGE TANK LEVEL

FUEL MONITORING PROGRAM	
	VISUALLY INSPECT SUROUNDING AREAS FOR GROUND CONTAMINATION
	INSPECT & RECORD FUEL LEVELS

COOLING SYSTEM	
	CHECK COOLANT LEVEL
	CHECK REMOTE PUMPS AND MOTORS
	CHECK ALL BELT ADJUSTMENTS
	CHECK CONDITION OF WATER HOSES
	CHECK FOR LEAKAGE
	CHECK WATER FILTER AND DCA LEVEL
	INSPECT JACKED WATER HEATER
	CHECK FAN & RADIATOR FOR PHYSICAL DAMAGE,OBSTRUCTION AND LEAKS

AIR SYSTEM	
	CHECK AIR CLEANER
	CHECK AIR HOSES AND CONNECTIONS

EXHAUST SYSTEM	
	CHECK EXHAUST
	CHECK DRAIN MUFFLER
	CHECK LOUVERS AND DAMPERS

ELECTRICAL SYSTEM	
	TEST BATTERY; CLEAN TERMINALS
	CHECK BATTERY FLUID LEVEL; CORRECT IF NECESSARY

	CHECK BATTERY SPECIFIC GRAVITY
	RECORD RATE _____ A _____ V
	CHECK BATTERY CONNECTIONS; CLEAN & TIGHTEN IF NECESSARY
	CHECK CIRCUIT BREAKERS
	CHECK / TEST VOLTAGE REGULATOR
	CHECK EXCITER
	CHECK ELECTRICAL CONNECTIONS
	TEST AUTO –START/STOP SYSTEM
	CHECK GENERATOR CONTROL PANEL
	INSPECT GOVERNOR AND LINKAGE
	CHECK ELECTRICAL METER
	TEST FAULT LAMPS
	CHECK SWITCHBOARD RELAYS
	CHECK VISUAL AND AUDIBLE ALARMS
	INSPECT ISOLATORS
	CHECK ENINGE ROOM VENTILATION
	CHECK REMOTE ELECTRICAL EQUIPMENT

ENGINE SAFETY CONTROLS	
	TEST OVERSPEED SAFETIES
	TEST OIL PRESSURE SAFETIES
	CHECK ENGINE GAUGES
	TEST SHUNT TRIP UNIT

ENGINE TEST – NO LOAD	
	START ENGINE; CHECK OPERATION
	ADJUST RPM IF NECESSARY
	OBSERVE OIL PRESSURE AND RECORD_____
	WATER TEMPERATURE_____

GENERATOR SETS	
	CHECK OPERATION OF TRANSFER SWITCH
	ADJUST VOLTAGE REGULATOR, IF NECESSARY
	ADJUST FREQUENCY TO 60 Hz

Addendum to Terms and Conditions

The following shall be included as part of the Law Enforcement Agreement (the "Proposal") 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 Park, FL 33023 ("Town") and **All Power Generators Corp.,** with offices at 9841 Northwest 117th Way, Medley, FL 33178 ("APG"). In the event of any conflict between the language in the Proposal 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 Proposal or herein to the contrary, the Town may terminate this Agreement for convenience by providing APG with no less than thirty (30) days of its intention to termination. In the event of a termination pursuant to this section, APG 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 APG 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. APG 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. APG further agrees that APG 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 APG 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. APG 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 APG. APG 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 APG Products and Services; however, the APG Products and Services are provided "AS IS" and as available. This Agreement shall not be construed as creating any joint employment relationship between APG and the Town and the Town will not be liable for any obligation incurred by APG, 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 APG without the prior written consent of Town. For purposes of this Agreement, any change of ownership of APG 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. APG shall comply with Florida's Public Records Law. Specifically, APG 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, APG shall destroy all copies of such confidential and exempt records remaining in its possession after APG transfers the records in its possession to the Town, unless otherwise required by law; and

9.1.4 Upon completion of the Agreement, APG shall ensure the transfer to the Town, at no cost to the Town, all public records in APG's possession. All records stored electronically by APG 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 APG 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 APG with at least thirty (30) days prior, provided, however, that APG will be given the opportunity to cure the breach within said period of time.

IF APG HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO APG'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 ext. 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, APG 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, Interim 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

APG: All Power Generators Corp.
Attn: Ana Mejia
9841 Northwest 117th Way
Medley, FL 33178
Telephone No. (305) 888-0059

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**
APG, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

13.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

13.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

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**
APG 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 CFA 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:

CYNTHIA GARCIA-LIMA,
TOWN CLERK

BY: _____
DAVID LYNCH
TOWN MANAGER

APPROVED AS TO FORM.

DocuSigned by:
Jacob Horowitz
A583A10DEED5417...
JACOB G. HOROWITZ
TOWN ATTORNEY

TOWN OF PEMBROKE PARK
DECEMBER 10 A.D. 1957
SEAL
BROWARD COUNTY, FLORIDA

ALL POWER GENEREATORS CORP.:

Signed By: _____
Print Name: Michelle Feliciano
Title: Service Administrator

(00628131.) 3399-0000000)

EXHIBIT E

STATE LOBBYING SERVICES AGREEMENT

THIS AGREEMENT is entered into this 2nd day of June 2025, 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 a supporting role in 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, Deputy 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, 2025, to May 31, 2026.

3. PAYMENTS TO JCG. The Town shall pay JCG $54,000, to be billed in 12 monthly installments in the amount of $4,500 beginning June 1, 2025. 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. All payments should be remitted to 701 Stanley Drive, Fernandina Beach, FL 32034. Direct deposit payments would be accepted if available.

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, which incorporates the attached EXHIBIT A, ADDENDUM TO TERMS AND CONDITIONS, constitutes 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 _____ 2025.

By: David Lynch
Title: Town Manager

Signature:

EXHIBIT A

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:

CYNTHIA GARCIA-LIMA,
TOWN CLERK

BY: _____
DAVID LYNCH
TOWN MANAGER

APPROVED AS TO FORM.

JACOB G. HOROWITZ
TOWN ATTORNEY

TOWN OF PEMBROKE PARK
DECEMBER 10 A.D. 1957
SEAL
BROWARD COUNTY, FLORIDA

JORDAN CONNORS GROUP, INC.

Signed By: _____
Print Name: M. Jordan Connors
Title: President / CEO

EXHIBIT F

Docusign Envelope ID: FA97919F-548E-48AC-846A-04315928759D

SECOND AMENDMENT TO AGREEMENT FOR CONTINUING CIVIL ENGINEERING CONSULTANT SERVICES

THIS SECOND AMENDMENT ("Amendment"), dated this 10th day of June 2025, *nunc pro tunc* to the 31 day of May 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
>
> **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, the Original Agreement expires on May 31, 2025; and, in accordance with RFQ #22-03 (the "RFQ"), the Parties seek to implement the first renewal term; 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 first renewal term provided for in the RFQ. This first renewal term shall commence on June 1, 2025 and shall expire on May 31, 2026.

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

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

Witnesses:

Christine Portala
(witness print name)

Natalie Manfuston
Natalie Manfuston
(witness print name)

DocuSigned by:
By: Geoffrey Jacobs
E71F54705D68433...
Geoffrey Jacobs, Mayor

By:
David Lynch, Town Manager

TOWN OF PEMBROKE PARK
DECEMBER 10 A.D. 1957
SEAL
BROWARD COUNTY, FLORIDA

ATTEST:

Cynthia Garcia-Lima, Town Clerk

Approved as to legal form by:

DocuSigned by:
Jacob Horowitz
A563A1DDEFD5417...
Jacob G. Horowitz, Town Attorney

[00571362.1 3399-0000000]

Contractor
Keith and Associates, Inc.

Witnesses:

By: _____

Name: Alex Lazowick

Title: President/CEO

(witness print name)
Angel Guzman

(witness print name)
Crystal Morvant

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of [X] physical presence or

[ ] online notarization, this 25th day of June 2025, by Alex Lazowick of KEITH and Associates, Inc., a State of Florida corporation, on behalf of the corporation.

NOTARY PUBLIC

SHEKINAH WEBER
Notary Public
State of Florida
Comm# HH338288
Expires 12/5/2026

[X] Personally Known OR

[ ] Produced Identification

Type of Identification Produced

{00571362.1 3399-0000000 }

EXHIBIT G

AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this 4th day of June 2025, by and between:

TOWN OF PEMBROKE PARK, FLORIDA, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023, hereinafter referred to as "Town";

and

DANA SAFETY SUPPLY, INC., a corporation authorized to do business in the State of Florida, with a principal address of 1855 Cassat Avenue, unit 11 hereinafter "Contractor," who is authorized to do business in the State of Florida.

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

WHEREAS, the Town desires to enter into this Agreement with Contractor to provide police vehicle safety equipment; and

WHEREAS, the Town is authorized to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of the agreement entered into on or about July 12, 2019, as amended by the contract extension, dated June 18, 2024, between the Contractor and the Bradford County Sheriff's Office (the "Agreement"), attached hereto as **Exhibit "A**," and incorporated herein; and

WHEREAS, the Parties agree to incorporate the provisions of this agreement into to **Exhibit "A"** as set forth herein; and

WHEREAS, Contractor has agreed to honor and extend the prices, terms, and conditions set forth in the Agreement to Town; and

WHEREAS, Town desires to retain the services of Contractor by "piggybacking" the terms and requirements set forth in **Exhibit "A"** and as modified herein.

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 prices, terms, and conditions set forth in **Exhibit "A"** shall govern the relationship between the Town and Contractor, except as amended below:

A. The Scope of Services to be performed under this Agreement shall be as set forth in **Exhibit "A."** except said services shall be performed in and for the Town.

B. This Agreement may be terminated at any time by the Town for convenience upon providing thirty days (30) notice to the Contractor. This agreement may also be terminated for cause at any time.

C. This Agreement shall be effective upon execution by both parties, and shall expire in accordance with the terms set forth in **Exhibit "A."**

D. The Contractor agrees at all times to indemnify, hold the Town harmless and, at the Town 's option, defend or pay for any attorney selected by the Town to defend the Town, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the Town or any third party arising out of, or by reason of, or resulting from the Contractor's negligent acts, errors, or omissions.

E. Contractor shall provide Town with proof of insurance as required by **Exhibit "A"**. Contractor hereby confirms that the Town is named as an additional insured under the provisions of Contractor's insurance.

F. Contractor shall not commence performance under this Agreement unless and until the requirements for insurance have been fully met by Contractor and appropriate

evidence thereof, in the Town's sole discretion, has been provided to and approved by the Town.

G. All payments shall be governed by the Local Government Prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

H. The term of this Agreement shall commence upon execution by both parties and shall terminate on March 31, 2029, subject to any renewals set forth in the Agreement.

Section 3. In all other respects, the terms and conditions of **Exhibit "A"** are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of Contractor made in **Exhibit "A"** are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein. In the event of any conflicts between this Agreement and Exhibit "A," this Agreement shall prevail, followed by Exhibit "A."

Section 4. Public Records.

A. Contractor shall comply with the Florida Public Records Act as follows:

1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.

2. Upon request by Town's records custodian, provide Town with a copy of 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.

3. 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 this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to Town, at no cost to Town, within seven days. All records stored electronically by Contractor shall be delivered to Town in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. Contractor'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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

Section 5. E-Verify. Contractor 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.

A. **Definitions** for this Section:

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 contractor or consultant.

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.

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.

B. **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:

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

2. All persons (including subvendors/subconsultants/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

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.

Section 6. Scrutinized Companies.

A. Contractor certifies that it and its subcontractors 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 Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors 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 Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors 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.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 7. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 8. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For Town:	Town Manager Town of Pembroke Park 3150 S.W. 52nd Avenue Pembroke Park, FL 33023 dlynch@tppfl.gov
Copy to:	Goren, Cherof, Doody, and Ezrol, P.A. 3099 E. Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 jhorowitz@gorencherof.com
Contractor:	Sidney Wells, Regional GM Dana Safety Supply, Inc. 1855 Cassat Avenue, Unit Jacksonville, Florida 32210

Section 9. Severability. This Agreement sets forth the entire agreement between Contractor and Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 10. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK

BY: _____
DAVID LYNCH
Town Manager

APPROVED AS TO LEGAL FORM:
DocuSigned by:
BY: Jacob Horowitz
JACOB G. HOROWITZ
Town Attorney

DANA SAFETY SUPPLY, INC

BY: _____
Name: Sidney Wells
Title: Regional General Manager

STATE OF Florida)
COUNTY OF Alachua)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, by means of ☒ physical presence or ☐ online notarization, on this 4 day of June, 2025, as RGM of Dana Safety Supply Inc. and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Dana Safety Supply as RGM of _____ and who is personally known to me or has produced Valid FLDL as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this 4 day of June, 2025.

James Highsmith
NOTARY PUBLIC
James Highsmith
Print or Type Name

My Commission Expires:
Sep 16 2025

JAMES HIGHSMITH
Notary Public - State of Florida
Commission # HH 169080
My Comm. Expires Sep 16, 2025
Bonded through National Notary Assn.

EXHIBIT A

Gordon Smith, Sheriff

SHERIFF

Bradford County

September 6, 2023

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Contract No. BCSO2019-01

To whom it may concern,

The Bradford County Sheriff's Office agrees to allow any local or state government entity the ability to "Piggyback" off the above stated contract. Additional information regarding this can be found in Section 10 of said contract. If you have any questions or if I can be of any assistance, please contact me directly.

Thanks,

5720

Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306

CONTRACT
No. BCSO2019-01

THIS CONTRACT is executed this 12 day of July, 2019, by and between COUNTY OF BRADFORD, STARKE, FLORIDA, hereinafter called the "County" and DANA SAFETY SUPPLY, INC. hereinafter called the "Contractor",

WITNESSETH:

WHEREAS, the County issued RFP No. BCSO2019-01 (such document and all addenda thereto, if any, being hereafter referred to as "RFP") seeking proposals for furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment ("Vehicle Accessories") and other equipment not related to vehicles ("non-Vehicle Accessories"); and,

WHEREAS, the Contractor submitted a certain proposal dated June 17, 2019 ("Proposal") in response to that RFP; and,

WHEREAS, the County and the Contractor desire to enter into a contract for the purchase and installation of Vehicle Accessories, as more particularly set forth in this Contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants, obligations, and terms hereinafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree as follows:

SECTION 1. 0 PURCHASE AND INSTALLATION OF VEHICLE ACCESSORIES

1.1 Contractor shall provide and install Vehicle Accessories as may be ordered from time to time by the County. All Vehicle Accessories shall be priced, designed, constructed, equipped, and installed in accordance with the specifications set forth in the Proposal and applicable Change Orders executed by the parties unless otherwise stated in the Contract. All Vehicle Accessories and installations shall conform and comply with all applicable federal, state, and local laws, statues, ordinances, and regulations.

1.1.1 The Contractor and the County shall schedule the following two meetings with respect to each order received from the County:

(i) A pre-production meeting to completely review the specifications of the Vehicle Accessories and installation prior to commencing assembly or production of each order. The Contractor shall be represented by qualified sales representative(s) and / or technician(s) to properly facilitate the design and construction requirements. This meeting can be held at the County's location, by phone, or at the installation facilities of the Contractor as directed by the County.

(ii) A final review and inspection shall be at the County's facility when the County vehicle with installed Vehicle Accessories ("Completed Vehicle") arrives and is considered by the Contractor to be complete. In addition to a complete inspection, County representatives will conduct a full performance test of each Completed Vehicle and of all integral systems. The Contractor shall provide all technical information and inspections and shall make available to the County all reasonably required third-party certifications. A technician shall be available to complete any needed repairs or to replace items not meeting specifications. At the option of the County, these repairs shall be facilitated at either the County's facility or at the facility of the Contractor.

1.1.2. The County or the Contractor, at any time, may request changes in the specifications or requirements related to a particular Vehicle Accessory or installation. No changes shall become effective until reduced to writing and signed by duly authorized representatives of each party ("Change Order"). All such Change Orders shall include, as a minimum, the following information:

(i) The specific changes to be made (i.e. equipment installation, equipment, equipment components, etc.);

(ii) Changes, if any, in the time for delivery of the Completed Vehicle; and,

(iii) Changes in the price of the Vehicle Accessories or installation services.

1.2 Installation.

Should the County require Vehicle Accessories that cannot be provided by or purchased from the Contractor, the Contractor, at the request of the County, shall install such Vehicle Accessories provided by the County.

SECTION 2.0 PURCHASE OF PARTS

2.1 The Contractor shall provide such parts for all Vehicle Accessories installed under this Contract or non-Vehicle Accessories purchased under this Contract as the County may order from time to time. The Contractor shall provide original manufacturer part numbers. All parts ordered by the County shall be delivered to the County's designated location for delivery for each order. Significant delays in shipment beyond the reasonable control of the Contractor shall be subject to Section 10.10; provided, however, the Contractor, in such event, shall promptly notify the County regarding the details of any such delay so the County can make a final determination regarding responsibility.

SECTION 3.0 TERM

The Term of this Contract shall be a period of five (5) years, commencing on July 15, 2019, unless earlier terminated in accordance with the terms of this Contract. Such term may be extended for an additional five (5) year period, subject to mutual agreement of the parties.

SECTION 4.0 CONTRACT PRICING AND PAYMENT

4.1 Pricing.

4.1.1 During the Term, the County shall pay the Contractor for Vehicle Accessories ordered by the County based upon the Contractor's current pricing at the time a particular order is placed, less the stated discount (or mark-up) as set forth in the Proposal. The County shall pay the Contractor for installation of Vehicle Accessories, whether purchased from the Contractor or provided by the County, at the package prices or labor rates, as applicable, set forth in the Proposal, which rates may be modified from this time to time by mutual agreement as set forth in an amendment to this Contract.

4.1.2 A standard warranty package, as described and set forth in the Proposal, is included in the price of all Vehicle Accessories and non-Vehicle Accessories.

4.1.3 The listing and corresponding pricing of all Vehicle Accessories and non-Vehicle Accessories is listed in Exhibit A.

4.2 Payment.

4.2.1 All proper invoices shall be paid by the County in accordance with Florida Prompt Payment Act, Section 218.70, Florida Statutes.

4.2.2 In addition to other remedies available under this Contract, the County shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the Contractor any sums or amounts which the Contractor may owe to the County pursuant to provisions of this Contract, as a result of breach or termination of this Contract, or otherwise.

SECTION 5.0 DELIVERY AND ACCEPTANCE

5.1 The Contractor shall fully assemble, service, and adjust each Vehicle Accessory prior to installation and delivery, and the Contractor shall demonstrate, to the satisfaction of the County, that each delivered Vehicle Accessory is in perfect mechanical condition.

5.2 Delivery of a Completed Vehicle to the County does not constitute acceptance for the purpose of payment or warranty start time. The County shall inspect and test each delivered Completed Vehicle to determine whether it meets all specifications and requirements set forth in this Contract and within ten (10) days following delivery, the

County shall notify the Contractor, in writing, of either its final acceptance of the Completed Vehicle and Accessory or the failure of the Completed Vehicle or Accessory to meet certain specifications and requirements. In the latter case, the Contractor, within ten (10) days following its receipt of written notice from the County, shall deliver to the County a detailed proposal and schedule for corrective action. If the proposed corrective action or schedule is not acceptable, or if approved corrective action is not timely completed, the County may refuse the Completed Vehicle. Each vehicle delivered or picked up by the Contractor for installation of Vehicle Accessories shall remain the responsibility of the Contractor, and the Contractor shall bear all risk of loss with respect thereto, until final acceptance of the Completed Vehicle by the County.

5.3 All non-Vehicle Accessory items that are delivered to the County should be inspected within three (3) business days for verification of all items being received that are listed on the packing slip that is included with the shipment. In the event that a packing slip is not included with the shipment, the Contractor should be notified with one (1) business day so that a packing slip can be provided. In addition, all items will need to be inspected for damage.

SECTION 6.0 INDEMNIFICATION.

6.1 The Contractor shall indemnify and save harmless the County, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgements of any kind whatsoever, including reasonable attorney's fees and costs of litigation, to the extent arising out of or caused by any act or omission of the Contractor, its subcontractors, or their respective employees, officers, directors, or agents, in the performance under this Contract. The indemnification obligation under this clause 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 or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

6.2 The Contractor shall, at its sole expense, defend any claim, suit or proceeding brought against the County, its official or employees, to the extent such claim, suit or proceeding is based on a claim that any Vehicle Accessories or non-Vehicle Accessories furnished under this Contract (collectively, "Infringing Work") constitutes infringement of any registered patent of the United States of America or county of manufacture, provided that County shall give the Contractor prompt written notice of any such claim, suit or proceeding and shall give the Contractor authority, information, and assistance in a timely manner for the defense of the same. The Contractor shall indemnify and hold the County, its officials or employees, harmless from and against all costs and damages awarded, and all attorney's fees incurred or awarded. In any suit or proceeding so defended. The Contractor will not be responsible for any settlement or proceeding made without its prior written response. In case said Infringing Work is enjoined, the Contractor shall, at its own expense and at its option, either (a) procure for County the right to continue using said Infringing Work, (b) replace said Infringing Work with substantially equivalent, equally functional, non-infringing work, parts or combination

thereof, or (c) modify such Infringing Work so that it becomes non-infringing, while maintaining the same functionality.

SECTION 7.0 INSURANCE.

7.1 Prior to commencing work, Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Scope of Services hereunder by Contractor, its agents, representatives, employees or sub-consultants. The cost of such insurance shall be borne by Contractor.

7.1.1 Contractor shall maintain the following coverage with limits no less than the indicated amounts:

(a) *Commercial General/Umbrella Liability Insurance* - $1,000,000 limit per occurrence for property damage and bodily injury. The certificate of insurance shall state whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:
(i) Premise/Operations
(ii) Products/Completed Operations
(iii) Contractual
(iv) Independent Contractors
(v) Broad Form Property Damage
(vi) Personal Injury

(b) *Business Automobile/Umbrella Liability Insurance* - $1,000,000 limit per accident for property damage and personal injury.
(i) Owned/Leased Autos
(ii) Non-owned Autos
(iii) Hired Autos

(c) *Workers' Compensation and Employers'/Umbrella Liability Insurance* – Workers' Compensation statutory limits as required by Chapter 440, Florida Statues. This policy should include Employers'/Umbrella Liability Coverage for $1,000,000 per accident.

7.1.2 Other Insurance Provisions

(a) Commercial General Liability and Automobile Coverage

(i) County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects, liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor;

premised owned, leased or used by Contractor or premises on which Contractor is performing Services on behalf of County. The coverage shall contain no special limitations on the scope of protection afforded to County, members of its County Commission, boards, commissions and committees, officers, agents, employees, and volunteers.

(ii) The Contractor insurance coverage shall be primary insurance as respects County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers.

(iv) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) Workers' Compensation and Employers' Liability and Property Coverage

The insurer shall agree to waive all rights of subrogation against County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of Services under this Contract.

(c) All Coverage

(i) Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to County in accordance with this Contract.

(ii) If Contractor, for any reason, fails to maintain any insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. County, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from said breach.

(iii) Alternatively, County may purchase such required insurance coverage (but has no special obligation to do so); and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

7.1.3 Deductibles and Self-Insured Retention's

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

7.1.4 Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by A.M. Best's rating service.

7.1.5 Verification of Coverage

Contractor shall furnish County with certificates of Insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon execution of the contract documents, the certificates and endorsements are to be received and approved by County before work commences.

SECTION 8.0 TERMINATION

8.1 The County may, by written notice to the Contractor, terminate this Contract in whole or in part, at any time, either for the convenience of County or because of failure of the contractor to fulfill its obligations. Upon receipt of such notice, the Contractor shall immediately discontinue all work affected (unless the notice directs otherwise).

8.2 If the termination is for the convenience of the County, the Contractor shall be paid for Vehicle Accessories and installation finally accepted and non-Vehicle Accessories received by the County as of the effective date of termination.

8.3 If the termination is due to the failure of the Contractor to fulfill its obligations under this Contract, the Contractor shall be liable to County for reasonable additional costs incurred by County as a result of such breach.

8.4 If, after notice of termination for failure to fulfill its obligations under this Contract, it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of County.

8.5 The rights and remedies of the parties provided in this Section 8 are in addition to any other rights and remedies such party may have a law, in equity, or under this Contract.

SECTION 9.0 WARRANTY AND MAINTENANCE

9.1 The Contractor hereby warrants all Vehicle Accessories and installation as set forth in its Proposal and the individual warranty documents delivered with order. The Contractor will respond, either on-site in Bradford County or by the vehicle being brought to the Contractor's facility, for all warranty repairs within two (2) business days following notice from the County.

SECTION 10.0 MISCELLANEOUS PROVISIONS

10.1 Time shall be the essence in performance of this Contract; provided, however, that either party shall be excused from timely performance under this Contract to the extent that, but only to the extent that, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence of, the party claiming such excuse from timely performance.

10.2 Failure to enforce or insist upon compliance with any of the terms or conditions of this Contract or failure to give notice or declare this Contract terminated shall not constitute a general waiver or relinquishment of the same or any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.

10.3 If written notice to a party is required under this Contract, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to Contractor as follows:

Dana Safety Supply, Inc.
1855 Cassat Avenue, Unit 11
Jacksonville, Florida 32210
Attn: Sidney Wells

And to the County as follows:

Bradford County
Fleet Management Division
945-B North Temple Avenue
Starke, Florida 32091

10.4 Contractor shall not assign any of their rights or obligations under this Contract without prior approval by the County.

10.5 Contractor shall be responsible for the actions of any and all of their subcontractors and consultants. Neither subcontractors nor any consultants shall interface directly with the County.

10.6 This Contract and every question arising hereunder shall be construed, interpreted, or determined according to the laws of the State of Florida. Venue for any action brought in

relation to this Contract shall be placed in a court competent jurisdiction in Bradford County, Florida.

10.7 As required by Section 287.133 (2 (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals or leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.010 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the County within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

10.8 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either County or Contractor. The section headings appearing herein are for the convenience of the parties and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of the Contract. If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provisions valid, then the provision shall have the meaning which renders it valid.

10.9 Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, gender, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, creed, color, sex, marital status or national origin.

10.10 Either party shall be excused from timely performance under this Agreement to the extent, but only to the extent, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence on the part of, the party claiming such excuse from timely performance.

10.11 The Contractor shall make Vehicle Accessories, installation, and non-Vehicle Accessories available to other governmental entities on the same terms and conditions as set forth in this Contract. Should any such governmental entity purchase Vehicle Accessories, installation, and non-Vehicle Accessories on such basis utilizing this Contract, the Contractor shall report such purchase to the County and, within thirty (30) days following final payment for each order of such Vehicle Accessories, installation, and non-Vehicle Accessories, shall provide a credit to the County, which can be used toward the purchase of such Vehicle Accessories, installation, and non-Vehicle

Accessories from the Contractor, in the amount of 1% of the purchase price of such Vehicle Accessories, installation, and non-Vehicle Accessories. This provision shall apply to all purchases initiated during the term of this Agreement, even if such purchase continues and payment is received after the expiration of such term. The contractor may charge this as a transaction fee.

10.12 It is understood and agreed that this Contract, including exhibits and references (if any), is the entire Contract between the parties and supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof. County and Contractor, by mutual agreement, may change or amend, at their discretion, the products, terms, and conditions of this Contract. All such changes or amendments shall be set forth in a written amendment to this Contract.

10.13 If any portion of this Contract, or any Exhibit or portion thereof, is held to be invalid by a court of law, such provision shall be considered severable, and the remainder of this Contract shall be construed and enforced in a manner consistent with the intent of the Parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives, effective the date first above written.

BRADFORD COUNTY, FLORIDA

Attest:

Witness as to the County

Witness as to the County

By: _____
Gordon Smith, SHERIFF
(Type or print name and title of signatory)

DANA SAFETY SUPPLY, INC.

Witness as to the Contractor

Witness as to the Contractor

By: _____
Sidney Wells, General Manager
(Type or print name and title of signatory)

Emergency Vehicle Lighting				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
911 Signal	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
Able2 Products	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Brooking Industries	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
Code 3	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
D&R Electronics	Emergency and commercial vehicle lighting	15%	MD	Up to 5 Years
ECCO	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Federal Signal	Emergency and commercial vehicle lighting	15%		Up to 5 Years
Fenlex	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
GoLight	Scene lighting	20%	MD	Up to 5 Years
GoLight	Hellos (thermal imaging) and parts / accessories	5%	Dealer	1 Year
Maxxima	Emergency and commercial vehicle lighting	15%	MD	Up to 5 Years
SoundOff Signal	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Star Warning Products	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Unity Spotlights	Scene lighting	50%	Dealer	Limited
Whelen	Emergency and commercial vehicle lighting	42%	MD	Up to 5 Years
Whelen	Parts only	30%	MD	Up to 5 Years
Vehicle Push Bumpers / Prisoner & K9 Transport				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
AceK9 / Radiotronics	K9 transport electronics	3%	Dealer	Up to 2 Years
American Aluminum	Prisoner and K9 transport	15%	Dealer	Up to 3 Years
Brooking Industries	Prisoner transport (seats and window bars)	30%	MD	2 Years
D&R Electronics	K9 Transport, cargo partitions, and window bars	15%	MD	1 Year
Go Rhino	Prisoner transport (partition and window bars) and push bumpers	18%	MD	1 Year
	Prisoner transport (seats)	8%	MD	1 Year
Havis	Prisoner and K9 transport	30%	MD	Up to Lifetime
Jotto Desk	Prisoner transport (partition, seats, window bars)	18%	MD	1 Year
Laguna	Prisoner transport (seats and window bars)	18%	MD	Up to 5 Years
Pro-gard Products	Prisoner transport (partition, seats, window bars)	20%	MD	Limited
Prisoner Transport Systems (PTS)	Prisoner transport (partition, seats, window bars)	10%	Dealer	Limited
Ranch Hand	Push bumpers	10%	Dealer	1 Year
Ray Allen	K9 transport electronics	3%	Dealer	Up to 2 Years
Setina	Prisoner (partition, seats, window bars) and K9 transport and non-lighted push bumpers	20%	MD	Up to 2 Years
Setina	Lighted push bumpers	10%	MD	Up to 5 Years
Troy Products	Prisoner transport (partition and window bars) and push bumpers	20%	MD	Up to 5 Years
Westin	Push bumpers	10%	MD	1 Year
Vehicle Weapon Mounts & Storage				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Big Sky Gun Racks	Gun racks	10%	MD	1 Year
CargoGlide	Truck storage access solution	10%	Dealer	Up to Lifetime
D&R Electronics	Gun racks and storage boxes	15%	MD	1 Year
DECKED	Storage solution for truck bed	15%	Dealer	3 Years
Go Rhino	Gun racks and storage boxes	15%	MD	1 Year
Jotto Desk	Gun racks	18%	MD	1 Year
Lund Industries	Gun racks and storage boxes	10%	MD	Limited
OPS	Storage boxes	15%	MD	Limited
Prisoner Transport Systems (PTS)	Storage boxes	10%	Dealer	Limited
Pro-gard Products	Gun racks and storage boxes	20%	MD	Limited
Rockford	Storage boxes	20%	MD	Limited
Santa Cruz Gun Locks	Gun racks	18%	Dealer	1 Year
Setina	Gun racks and storage boxes	20%	MD	Up to 2 Years
Setina	Blac-rac gun racks	0%	MD	Up to 2 Years
Troy Products	Gun racks and storage boxes	15%	MD	Up to 5 Years
Truck Vault	Storage boxes	5%	MD (Exclusive)	Up to Lifetime
Tuffy	Storage boxes	15%	MD	Limited
TufLoc / Esmet	Storage boxes	10%	MD	3 Years
Computers / Consoles / Docking Stations / Laptop and Tablet Mounts / Printers				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Brother Mobile Solutions	Printers and accessories	5%	MD	Up to 2 Years
D&R Electronics	Consoles, laptop mounts, docking stations	15%	Dealer	1 Year
Gamber Johnson	Consoles, laptop mounts, docking stations	35%	MD	Up to Lifetime
Havis	Consoles, laptop mounts, docking stations	30%	MD	Up to Lifetime
Havis	Apple related product and ICS (Integrated Control System)	3%	MD	3 Years
HINT Mounts	Consoles, laptop mounts, docking stations	12%	MD	Limited
Jotto Desk	Consoles, laptop mounts, docking stations	18%	MD	1 Year
LEM Solutions	Printer mounts	3%	MD	Limited
Lund Industries	Consoles, laptop mounts, docking stations	10%	MD	Limited
Panasonic	Laptops	5%	Dealer	Up to 3 Years
PMT (Precision Mounting Technologies)	Consoles, laptop mounts, docking stations	15%	MD	Up to Lifetime
Prisoner Transport Systems (PTS)	Consoles	10%	Dealer	Limited
RAM Products	Consoles and laptop mounts	30%	MD	Up to Lifetime
Samsung	Computing devices	5%	Dealer	Up to 3 Years
Troy Products	Consoles, laptop mounts, docking stations	18%	MD	Up to 5 Years
Radar / In-Car Video / LPR / Collision Avoidance / Vehicle Safety				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Apollo Video	In-car video	5%	MD	2 Years
Decatur Electronics	In-car video and radar	3%	MD	Up to 5 Years
Digital Ally	Body camera and in-car video	2%	MD	Limited
Genetec	LPR	5%	MD (Exclusive)	Up to 5 Years
i3 Mobile Vision / Safe Fleet	In-car video	3%	Dealer	Up to 3 Years
Mobileye	Collision avoidance	5%	MD (Exclusive)	Limited
MPH Radar	Radar	3%	Dealer	Up to 3 Years
Point Blank / Advanced Tech Group	Body camera and in-car video	5%	MD	Limited
Patrol Witness	In-car video	2%	MD	Limited
Rearview Safety	Back-up camera systems, back-up sensors, 360 systems, mobile DVRs, dash cameras	10%	Dealer	1 Year
Rostra	Back-up camera systems, back-up sensors, 360 systems, mobile DVRs, dash cameras	10%	Dealer	Up to 3 Years
Stalker	Radar	3%	MD	Up to 3 Years

Radar / In-Car Video / LPR / Collision Avoidance / Vehicle Safety (continued)				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
Utility	Body camera and in-car video	3%	Dealer	Up to 5 Years
WatchGuard	Body camera and in-car video	2%	MD	1 Year
Flashlights & Other Lighting				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
Bayco Products	Flashlights	30%	MD	Up to Lifetime
Maglite	Flashlights	30%	MD	Up to Lifetime
Pelican Products	Flashlights and scene lighting	25%	MD	Up to Lifetime
Streamlight	Flashlights	30%	MD	Up to Lifetime
Sure Fire	Flashlights	12%	Dealer	Up to Lifetime
Truck Toppers / Caps				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
A.R.E.	Toppers and tonneau covers	5%	Dealer	Up to Lifetime
BAKFlip	Bed cover	10%	Dealer	Up to 2 Years
Reading	Steel commercial caps	5%	MD	5 Years
Roll n Lock	Bed cover	12%	Dealer	Up to 3 Years
SpaceKap	Transferable fiberglass caps	2%	MD	Up to Lifetime
Bodies / Cranes / Truck Equipment				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
A.R.E.	Toppers and tonneau covers	5%	MD	Up to Lifetime
Buyers Products	Truck equipment and accessories	18%	Dealer	Up to Lifetime
DeeZee	Truck equipment and accessories	10%	Dealer	Up to Lifetime
Keystone Automotive	Truck equipment and accessories	10%	Dealer	Varies by Manufacturer
Liftmoore Cranes	Service cranes	5%	MD	Up to 3 Years
Meyer Distributing	Truck equipment and accessories	10%	Dealer	Varies by Manufacturer
Palfinger	Service cranes	8%	Dealer	Up to 3 Years
Reading	Crane bodies, mechanics bodies, dump bodies, stake / platform bodies, service / utility bodies	5%	MD	Up to 10 Years
Rugby Manufacturing	Dump bodies	5%	MD	Up to 3 Years
Sterling Equipment	Heavy duty push bumpers and headache racks	5%	Dealer	Up to 1 Year
Thieman Tailgates	Liftgates	5%	MD	Up to 1 Year
Venturo Cranes	Service cranes	5%	Dealer	Up to 1 Year
Van Storage Equipment				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
Kargo Master	Van interior packages, van ladder racks	5%	MD	Up to Lifetime
Legend Fleet Solutions	Van interior floor and wall solutions	5%	Dealer	Limited
Masterack	Van interior packages, van ladder racks, van interior floor and wall liners	15%	MD	1 Year
OPS	Van interior packages	10%	MD	Limited
Westcan Manufacturing	Van interior packages, van interior floor and wall liners	5%	Dealer	Limited
Footwear / Apparel				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
5.11 Tactical	Apparel, bags, boots, shoes	30%	MD	Up to Lifetime
Bates	Boots and shoes	25%	Dealer	Limited
Blackhawk!	Apparel, bags, boots	25%	Dealer	Up to Lifetime
Danner	Boots and shoes	18%	Dealer	Up to 6 Months
Magnum	Boots and shoes	22%	Dealer	1 Year
Propper	Apparel, bags, boots, shoes	15%	MD	Limited
Rocky	Boots and shoes	22%	Dealer	1 Year
Tru-Spec	Apparel, bags, boots	25%	MD	2 Years
DSS Products & Services				
Manufacturer	**Products Offered**	**Pricing**	**Master Distributor or Dealer**	**Warranty**
DSS Graphics	Design, printing, installation, and removal services	Quoted per Job		7 Years
DSS Products	Private label products or sole distributor products	15% off MSRP		Varies
DSS Website	www.danasafetysupply.com - All products	5% off MSRP		Varies
Fleet Safety Website	www.fleetsafety.com - All products	5% off MSRP		Varies
Install Rate	Hourly install rate for install and repair services	$70 per hour		5 Years
Vehicle pick-up and delivery	Calculated based on round trip from DSS location to customer	$1 per mile		
Body Armor				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
Armor Express	Body armor	30%	MD	5 Years
Onyx	Body armor	15%	MD	5 Years
Point Blank	Body armor	25%	MD	5 Years
Propper	Body armor	20%	MD	5 Years
Duty Gear				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
1791 Gun Leather	Holsters	10%	Dealer	Limited
Gould & Goodrich	Holsters, belts, and accessories	30%	MD	Limited
Hero's Pride	Badges, duty gear, insignia, patches and recognitions	25%	Dealer	Limited
High Speed Gear	Holsters, belts, and accessories	10%	Dealer	Up to Lifetime
Safariland	Holsters, belts, and accessories	20%	Dealer	Up to Lifetime
Fire Gear & Tools				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
ATI Fire Products	Nozzles, hoses, and coupling	10%	Dealer	Varies
Fire Ninja	Safety vests, glowflect tracking decals, sub zero cooling towels, and knives	12%	Dealer	Varies
Hollk	Gloves	10%	Dealer	Limited
Innotex	Bunker / turnout gear	5%	Dealer	Limited
Nupla	Fire tools	30%	MD	Up to Lifetime
Full Line Supplier of Other Items				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
Aervoe	LED flares	20%	Dealer	Up to 5 Years
Amerex	Fire extinguishers	10%	MD	Up to 12 Years
Angel Armor	Vehicle driver window armor	5%	Dealer	5 Years
ASP	Baton, flashlights, handcuffs	20%	MD	Up to Lifetime
Avon Protection	First responder Core Products (includes gas masks, etc and Accessories / Spares	5%	MD	Varies
Blackinton	Badges, insignia, and recognitions	20%	MD	Up to Lifetime
Combined Tactical Systems (CTS)	Less lethal munitions	8%	MD	Limited
Edge Tactical	Protective and ballistic eyewear	10%	MD	Limited
Garrett Metal Detectors	Walk thru and hand metal detectors	5%	MD	Up to 2 Years
Nite Track	Night vision	5%	MD	1 Year

Full Line Supplier of Other Items				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Naptic	Vehicle mounted thermal imaging	5%	Dealer	2 Years
Pac Kit	First aid kits	20%	Dealer	Limited
Panorama Antennas	Antennas for vehicle mounting	10%	MD	Limited
Sabre	Less lethal	34%	MD	Up to 2 Years
SIG Sauer	Handguns, rifles, scopes, sights, ammunition	5%	MD (Exclusive)	Up to Lifetime
Simunitions	Non-lethal training ammunition	5%	MD	Up to 5 Years
Sirchie	Forensic, vehicle, evidence, and surveillance solutions	5%	MD	Up to Lifetime
Smith & Warren	Badges, insignia, and recognitions	20%	MD	Up to Lifetime
Theon	Night vision	10%	MD	Up to 10 Years
Tremco	Vehicle anti-theft system	10%	MD	Limited
Wanco	Arrow board, light tower, message signs, and speed signs	3%	MD	Up to 5 Years
Zoll	AED	25%	MD	Up to Lifetime
Zolf	AED accessories	10%	MD	Up to Lifetime
Vehicles				
Manufacturer	Products Offered	% over Cost	Master Distributor or Dealer	Warranty
Chevrolet	Chevrolet line of vehicles	4%	Dealer	3 Years / 36K Miles
Dodge	Dodge line of vehicles	4%	Dealer	3 Years / 36K Miles
Ford	Ford line of vehicles	4%	Dealer	3 Years / 36K Miles

Gordon Smith, Sheriff

SHERIFF

Bradford County

September 30, 2022

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Florida 32254

Re: Amendment # 1 to Contract No. BCSO2019-01

Dear Sir:

Enclosed are contract amendment documents for the above project which should be executed by your company and returned to our office within five (5) consecutive calendar days from date of receipt.

Contracts must be executed by a corporate officer or an individual with signatory authority. That signature should be properly attested or witnessed. Please indicate corporate position held by the individual executing the contract.

Please return signed contracts to the following address;

Bradford County Sheriff's Office
Attn: Major George Konkel
945 N Temple Avenue B
Starke, Florida 32091

You will be furnished a fully executed copy of the document after all signatures have been affixed.

If you should have any questions or need assistance in completing the enclosed, please contact Major Konkel at (904)964-6161.

Sincerely,

Major George Konkel 5720

AMENDMENT TO CONTRACT NO. BCSO2019-01

THIS AMENDMENT TO CONTRACT is entered into this 1ST day of October, 2022, by and between the BRADFORD COUNTY SHERIFF'S OFFICE and DANA SAFETY SUPPLY, INC. hereinafter called the "Contractor".

WHEREAS, the Bradford County Sheriff's Office and Contractor entered into a certain Contract dated this 12th day of July, 2019 relating to the furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment and other equipment not related to vehicle equipment (BCSO2019-01), hereinafter called the "Contract"; and,

WHEREAS, the parties now desire to amend the contract as set forth in this amendment;

NOW, THEREFORE, in consideration of the following mutual covenants and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. To add the following
    a. Under the DSS Products & Services section, add the following:

    MANUFACTURER: Will-Burt
    PRODUCT TYPE :Scene Lights/Fire Engine Lights(Scene & Brow)/Construction Lighting/Towing Light Towers
    COST: 5% OFF LIST

    MANUFACTURER: AIMPOINT
    PRODUCT TYPE: OPTICAL SIGHTS
    COST: 10% OFF LIST

    MANUFACTURER: DEAD AIR
    PRODUCT TYPE: SUPPRESSOR
    COST: 5% OFF LIST

    MANUFACTURER: NORTH AMERICAN RESCUE
    PRODUCT TYPE: MEDICAL EQUIPMENT
    COST: 8% OFF LIST

    MANUFACTURER: HOLOSUN
    PRODUCT TYPE: OPTICAL SIGHTS AND MAGNIFIERS
    COST: 10% OFF LIST

MANUFACTURER: SHADOW SYSTEMS
PRODUCT TYPE: HANDGUN
COST: 25% OFF LIST

MANUFACTURER: EOTECH
PRODUCT TYPE: OPTICAL SIGHTS
COST: 5% OFF LIST

MANUFACTURER: DAKOTA
PRODUCT TYPE: SERVICE BODY, FLATBEDS, STAKE BODY
COST: 10% OFF LIST, PLUS MANUFACTURER SURCHARGE

MANUFACTURER: CM TRUCK
PRODUCT TYPE: SERVICE BODY, FLATBEDS, STAKE BODY
COST: 10% OFF LIST, PLUS MANUFACTURER SURCHARGE

MANUFACTURER: WAGAN
PRODUCT TYPE: INVERTERS
COST: 20% OFF LIST

2. This agreement becomes effective October 1st , 2022.
3. Except as specifically amended hereby, the terms and conditions of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF the Bradford County Sheriff's Office and Contractor have caused this Amendment to Contract to be executed by the duly authorized representatives effective the date and year first written above.

ATTEST:

Colonel Brad Smith

Witness as to Contractor

BRADFORD COUNTY SHERIFF'S OFFICE

BY: 5720

Major George Konkel

DANA SAFETY SUPPLY, INC.

BY:

Sidney Wells, Regional GM

(Type or Print Name and Title of Signatory)

Gordon Smith, Sheriff

SHERIFF

Bradford County

August 7, 2023

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Amendment #2 to Contract No. BCSO2019-01

Dear Sir:

Enclosed are contract amendment documents for the above project which should be executed by your company and returned within five (5) consecutive calendar days from date of receipt.

Contracts must be executed by a corporate officer or an individual with signature authority. That signature should be properly attested or witnessed. Please indicate corporate position held by the individual executing the contract.

Please return signed contracts to the following address;

Bradford County Sheriff's Office
Attn: Major George Konkel
945-B North Temple Ave.
Starke, Fl. 32091

You will be furnished a fully executed copy of the document after all signatures have been affixed. If you have any questions or need assistance in completing the enclosed, please contact me at (904)966-6306.

Thanks,

Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306

Amendment to Contract No. BCSO2019-01

This Amendment to Contract is entered into this 7th day of October, 2023, by and between the **Bradford County Sheriff's Office** and **Dana Safety Supply, INC.** hereinafter called the "Contractor".

Whereas, the Bradford County Sheriff's Office and the Contractor enter into a certain Contract dated this 12th day of July, 2019 relating to the furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment and other equipment not related to vehicle equipment (BCSO2019-01), hereinafter called the "Contract"; and,

Whereas, the parties now desire to amend the contract as set forth in this amendment;

Now, therefore, in consideration of the following mutual covenants and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. To add the following under the DSS Products and Services section;

   Galco Holsters - Holsters, belts, and leather gear
   20% off MSRP, Dealer, 1yr warranty

   Strong Leather - Badge Holders and Wallets
   10% off MSRP, MD, 1 yr warranty

   FN - Handguns and Rifles
   5% off MSRP, MD, Limited

   Walther - Handguns
   5% off MSRP, MD, Limited

Alien Gear/Rapid Force - Holsters
15% off MSRP,MD, Lifetime

RTS Tactical - Ballistic Shields, Ballistic White Boards - Other Armor - IFAK Kits
19% off MSRP, MD, 2-5 years

Team Wendy - Ballistic and Bump Helmets
10% off MSRP, MD, 5-10 years
Slate Solutions - Body Armor, Ballistic Shields, Helmets, Hard Plates
10% off MSRP, MD, 5 years

Bergara - Precision Rifles
5% off MSRP, MD, Limited Lifetime

Precision Weapons Systems - Rifles
5% off MSRP, MD, Limited Lifetime

Under Armor - Apparel, Footwear
15% off MSRP, MD, Limited

ISBI – BALLISTIC GLASS
5% OFF MSRP

UTILITY – IN-CAR VIDEO/BODY CAM
5% OFF MSRP

LEER – TOPPERS
5% OFF MSRP

G9 Defense: Ammunition
12% off MSRP

North American Resue
5% off MSRP

Solar Tech
3% off MSRP

2. This agreement becomes effective August 8th, 2023.
3. Except as specifically amended hereby, the terms and conditions of this Contract shall continue in full force and effect.

In Witness Whereof the Bradford County Sheriff's Office and Contractor have caused this Amendment to Contract to be executed by the authorized representatives effective the date and year first written above.

Attest:

Kim Nichols

Bradford County Sheriff's Office

By: 5120

Major George Konkel

Witness as to Contractor

Dana Safety Supply, Inc.

By:

Sidney Wells, Regional GM

Gordon Smith, Sheriff

SHERIFF

Bradford County

October 23rd, 2023

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Amendment #3 to Contract No. BCSO2019-01

Dear Sir:

Enclosed are contract amendment documents for the above project which should be executed by your company and returned within five (5) consecutive calendar days from date of receipt.

Contracts must be executed by a corporate officer or an individual with signature authority. That signature should be properly attested or witnessed. Please indicate corporate position held by the individual executing the contract.

Please return signed contracts to the following address;

Bradford County Sheriff's Office
Attn: Major George Konkel
945-B North Temple Ave.
Starke, Fl. 32091

You will be furnished a fully executed copy of the document after all signatures have been affixed. If you have any questions or need assistance in completing the enclosed, please contact me at (904)966-6306.

Thanks,

Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306

Amendment to Contract No. BCSO2019-01

This Amendment to Contract is entered into this 23rd day of October, 2023, by and between the **Bradford County Sheriff's Office** and **Dana Safety Supply, INC.** hereinafter called the "Contractor".

Whereas, the Bradford County Sheriff's Office and the Contractor enter into a certain Contract dated this 12th day of July, 2019 relating to the furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment and other equipment not related to vehicle equipment (BCSO2019-01), hereinafter called the "Contract"; and,

Whereas, the parties now desire to amend the contract as set forth in this amendment;

Now, therefore, in consideration of the following mutual covenants and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. To add the following under the DSS Products and Services section;

   Zebra Products
   5% off MSRP, 1 year warranty

   Dakota / CM Truck / PJ Truck
   5% off MSRP, 4-10 year warranty depending on product

2. Change the following under the DSS Products and Services section;

   Whelen Emergency and Commercial Vehicle Lighting
   30% off MSRP (Reduced from 42%) warranty up to 5 years

3. This agreement becomes effective October 23rd, 2023.

4. Except as specifically amended hereby, the terms and conditions of this Contract shall continue in full force and effect.

In Witness Whereof the Bradford County Sheriff's Office and Contractor have caused this Amendment to Contract to be executed by the authorized representatives effective the date and year first written above.

Attest:

Trish Tucker

Bradford County Sheriff's Office

By: 5720

Major George Konkel

Witness as to Contractor

Dana Safety Supply, Inc.

By:

Sidney Wells, Regional GM

Gordon Smith, Sheriff

SHERIFF

Bradford County

June 18, 2024

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Extending term to Contract No. BCSO2019-01 (w/amendment)

To whom it may concern,

This letter shall serve as formal notice of the Bradford County Sheriff's Office extending the terms of contract BCSO2019-01 from July 15, 2024, to July 14th, 2029, as indicated in Section 3.0 of said contract.

The following amendments will also be effective beginning July 15, 2024.
-Install rate $90 an hour
-On-site install rate $120 an hour
-Vehicle pick-up and delivery: $1.50 per mile (Minimum $100)
- Kustom Signal Inc. 2% off MSRP

The Bradford County Sheriff's Office looks forward to continuing its excellent working relationship with Dana Safety Supply. Please provide a current Certificate of Insurance to cover the extension period.

In Witness Whereof the Bradford County Sheriff's Office and Contractor (Dana Safety Supply) have agreed to this Extension and Amendment to the contract to be executed by the authorized representatives effective the date and year indicated above.

Attest:
Angel Lovell

Witness as to Contractor

Bradford County Sheriff's Office

By: 5120
Major George Konkel

Dana Safety Supply, Inc.

By:
Sidney Wells, Regional GM

Gordon Smith, Sheriff

SHERIFF

Bradford County

August 14, 2024

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Amendment #4 to Contract No. BCSO2019-01

Dear Sir:

Enclosed are contract amendment documents for the above project which should be executed by your company and returned within five (5) consecutive calendar days from date of receipt.

Contracts must be executed by a corporate officer or an individual with signature authority. That signature should be properly attested or witnessed. Please indicate corporate position held by the individual executing the contract.

Please return signed contracts to the following address;

Bradford County Sheriff's Office
Attn: Major George Konkel
945-B North Temple Ave.
Starke, Fl. 32091

You will be furnished a fully executed copy of the document after all signatures have been affixed. If you have any questions or need assistance in completing the enclosed, please contact me at (904)966-6306.

Thanks,

5720

Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306

Amendment to Contract No. BCSO2019-01

This Amendment to Contract is entered into this 14th day of August, 2024, by and between the **Bradford County Sheriff's Office** and **Dana Safety Supply, INC.** hereinafter called the "Contractor".

Whereas, the Bradford County Sheriff's Office and the Contractor enter into a certain Contract dated this 12th day of July, 2019 (5 year extension 7/15/24) relating to the furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment and other equipment not related to vehicle equipment (BCSO2019-01), hereinafter called the "Contract"; and,

Whereas, the parties now desire to amend the contract as set forth in this amendment;

Now, therefore, in consideration of the following mutual covenants and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. To add the following under the DSS Products and Services section;

Peerless Handcuff Company – Handcuffs at a 10% Discount off MSRP

Shadow Systems – Handguns at a 5% Discount off MSRP

Custom Glass Solutions – Ballistic Glass at a 5% Discount off MSRP

C&H Precision - optic mounts and milling, 5% off MSRP, Dealer, 1 year warranty

Brixtel Defense - ammo: special, practice, and frangible, 5% off MSRP, Dealer, Limited warranty

Trijicon - Sights and Optics 5% off MSRP, Other, 1 year warranty

Orion - Flares, 5% off MSRP, Dealer, 1 year warranty

LOWA – Boots, 10% off MSRP, Dealer, 1 year warranty

Salomon - Boots, 10% off MSRP, Dealer, 1 year warranty

RIPP – Restraints, 5% off MSRP, Dealer, 1 year warranty

AVERT Industries - Breaching and Less Lethal Ammo, 5% off MSRP, Dealer, 5 year warranty

Force On Force - Marking Cartridges, Training Bolts, 10% off MSRP, Dealer, 5 year warranty

2. This agreement becomes effective August 14, 2024.

3. Except as specifically amended hereby, the terms and conditions of this Contract shall continue in full force and effect.

In Witness Whereof the Bradford County Sheriff's Office and Contractor have caused this Amendment to Contract to be executed by the authorized representatives effective the date and year first written above.

Attest:

Melissa Hewitt

Bradford County Sheriff's Office

By: 5120

Major George Konkel

Witness as to Contractor

Dana Safety Supply, Inc.

By:

Sidney Wells, Regional GM

Gordon Smith, Sheriff

SHERIFF

Bradford County

October 25, 2024

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Amendment #5 to Contract No. BCSO2019-01

Dear Sir:

Enclosed are contract amendment documents for the above project which should be executed by your company and returned within five (5) consecutive calendar days from date of receipt.

Contracts must be executed by a corporate officer or an individual with signature authority. That signature should be properly attested or witnessed. Please indicate corporate position held by the individual executing the contract.

Please return signed contracts to the following address;

Bradford County Sheriff's Office
Attn: Major George Konkel
945-B North Temple Ave.
Starke, Fl. 32091

You will be furnished a fully executed copy of the document after all signatures have been affixed. If you have any questions or need any assistance in completing the enclosed, please contact me at (904)966-6306.

Thanks,

5120

Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306

Amendment to Contract No. BCSO2019-01

This Amendment to Contract is entered into this 25th day of October, 2024, by and between the **Bradford County Sheriff's Office** and **Dana Safety Supply, INC.** hereinafter called the "Contractor".

Whereas, the Bradford County Sheriff's Office and the Contractor enter into a certain Contract dated this 12th day of July, 2019 relating to the furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment and other equipment not related to vehicle equipment (BCSO2019-01), hereinafter called the "Contract"; and,

Whereas, the parties now desire to amend the contract as set forth in this amendment;

Now, therefore, in consideration of the following mutual covenants and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. To add the following under the DSS Products and Services section;

   Kustom Signal Products
   3% off MSRP

2. This agreement becomes effective October 25th, 2024.

3. Except as specifically amended hereby, the terms and conditions of this Contract shall continue in full force and effect.

In Witness Whereof the Bradford County Sheriff's Office and Contractor have caused this Amendment to Contract to be executed by the authorized representatives effective the date and year first written above.

Amendment to Contract No. BCSO2019-01 (Oct. 25, 2024)

Attest:

Melissa Hewitt

Bradford County Sheriff's Office

By: 5120

Major George Konkel

Witness as to Contractor

Dana Safety Supply, Inc.

By:

Sidney Wells, Regional GM

Gordon Smith, Sheriff

SHERIFF

Bradford County

January 9, 2025

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Amendment #6 to Contract No. BCS02019-01

Dear Sir:

Enclosed are contract amendment documents for the above project which should be executed by your company and returned within five (5) consecutive calendar days from date of receipt.

Contracts must be executed by a corporate officer or an individual with signature authority. That signature should be properly attested or witnessed. Please indicate corporate position held by the individual executing the contract.

Please return signed contracts to the following address; Bradford County Sheriff's Office
Attn: Major George Konkel 945-B North Temple Ave. Starke, Fl. 32091

You will be furnished a fully executed copy of the document after all signatures have been affixed. If you have any questions or need assistance in completing the enclosed, please contact me at (904) 966-6306.

Thanks,

5120

Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904) 966-6306

Amendment to Contract No. BCSO2019-01

This Amendment to Contract is entered into this 9th day of January, 2025, by and between the **Bradford County Sheriff's Office** and **Dana Safety Supply, INC.** hereinafter called the "Contractor".

Whereas, the Bradford County Sheriff's Office and the Contractor enter into a certain Contract dated this 12th day of July, 2019 (5 year extension 7/15/24) relating to the furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment and other equipment not related to vehicle equipment (BCSO2019-01), hereinafter called the "Contract"; and,

Whereas, the parties now desire to amend the contract as set forth in this amendment;

Now, therefore, in consideration of the following mutual covenants and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. To add the following under the DSS Products and Services section;

Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Point Blank	Body armor (INCLUDING SHIELDS)	25%	MD	5 Years

2. This agreement becomes effective August 14, 2024.
3. Except as specifically amended hereby, the terms and conditions of this Contract shall continue in full force and effect.

In Witness Whereof the Bradford County Sheriff's Office and Contractor have caused this Amendment to Contract to be executed by the authorized representatives effective the date and year first written above.

Attest:

Lisa Hall

Witness as to Contractor

Bradford County Sheriff's Office

By: S120

Major George Konkel

Dana Safety Supply, Inc.

By:

Sidney Wells, Regional GM

Gordon Smith, Sheriff

SHERIFF
Bradford County

February 12, 2025

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Amendment #7 to Contract No. BCS02019-01

Dear Sir:

Enclosed are contract amendment documents for the above project which should be executed by your company and returned within five (5) consecutive calendar days from date of receipt.

Contracts must be executed by a corporate officer or an individual with signature authority. That signature should be properly attested or witnessed. Please indicate corporate position held by the individual executing the contract.

Please return signed contracts to the following address; Bradford County Sheriff's Office Attn: Major George Konkel 945-B North Temple Ave. Starke, Fl. 32091

You will be furnished a fully executed copy of the document after all signatures have been affixed. If you have any questions or need assistance in completing the enclosed, please contact me at (904) 966-6306.

Thanks,

5720

Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904) 966-6306

Amendment to Contract No. BCSO2019-01

This Amendment to Contract is entered into this 12th day of February, 2025, by and between the **Bradford County Sheriff's Office** and **Dana Safety Supply, INC.** hereinafter called the "Contractor".

Whereas, the Bradford County Sheriff's Office and the Contractor enter into a certain Contract dated this 12th day of July, 2019 (5 year extension 7/15/24) relating to the furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment and other equipment not related to vehicle equipment (BCSO2019-01), hereinafter called the "Contract"; and,

Whereas, the parties now desire to amend the contract as set forth in this amendment;

Now, therefore, in consideration of the following mutual covenants and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. To add the following under the DSS Products and Services section;
   - Silynx – 3% OFF MSRP
   - Federal Signal – 25% OFF MSRP
2. This agreement becomes effective February 12, 2025.
3. Except as specifically amended hereby, the terms and conditions of this Contract shall continue in full force and effect.

In Witness Whereof the Bradford County Sheriff's Office and Contractor have caused this Amendment to Contract to be executed by the authorized representatives effective the date and year first written above.

Attest:

Lisa Hall

Lisa Hall

Bradford County Sheriff's Office

By: 5720

Major George Konkel

Dana Safety Supply, Inc.

Rupal Wells

Witness as to Contractor

By:

Sidney Wells, Regional GM

EXHIBIT H

SECOND AMENDMENT TO AGREEMENT FOR CONTINUING CIVIL ENGINEERING CONSULTANT SERVICES

THIS SECOND AMENDMENT ("Amendment"), dated this 5th day of June 2025, *nunc pro tunc* to the 31 day of May 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
>
> **CONNECT ENGINEERING, LLC** a limited liability company 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, the Original Agreement expires on May 31, 2025; and, in accordance with RFQ #22-03 (the "RFQ"), the Parties seek to implement the first renewal term; 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 first renewal term provided for in the RFQ. This first renewal term shall commence on June 1, 2025 and shall expire on May 31, 2026.

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

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

Witnesses:

Christine Podala
(witness print name)

Natalie Monfiston
(witness print name)

DocuSigned by:
By: Geoffrey Jacobs
E71E54705D68433...
Geoffrey Jacobs, Mayor

By:
David Lynch, Town Manager

TOWN OF PEMBROKE PARK
DECEMBER 10 A.D. 1957
SEAL
BROWARD COUNTY, FLORIDA

ATTEST:

Municipal Clerk

Approved as to legal form by:
DocuSigned by:
Jacob Horowitz
A563A1DDEFD5417...
Jacob G. Horowitz, Town Attorney

Contractor
Connect Engineering, LLC

Witnesses:

RODNEY DEVERA
(witness print name)

Miguel Cuello
(witness print name)

By: _____
Name: Adrian Robaina
Title: PRESIDENT

(CORPORATE SEAL)
STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of [X] physical presence or

[ ] online notarization, this 24th day of July 2025, by ADRIAN ROBAINA of Connect Engineering, llc, a State of Florida corporation, on behalf of the corporation.

Angel D. Enriquez

NOTARY PUBLIC

X Personally Known OR

_____ Produced Identification

ANGEL DANIEL ENRIQUEZ
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH303122
MY COMMISSION EXPIRES AUG. 22, 2026

_____
Type of Identification Produced

{00571362 1 3399-0000000 }

EXHIBIT I

Docusign Envelope ID: EC5CC702-333C-4E26-96F3-730E5FBF6EF6

SECOND AMENDMENT TO AGREEMENT FOR CONTINUING CIVIL ENGINEERING CONSULTANT SERVICES

THIS SECOND AMENDMENT ("Amendment"), dated this 5th day of June 2025, *nunc pro tunc* to the 31 day of May 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
>
> **ENGENUITY GROUP, 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, the Original Agreement expires on May 31, 2025; and, in accordance with RFQ #22-03 (the "RFQ"), the Parties seek to implement the first renewal term; and

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

Docusign Envelope ID: EC5CC702-333C-4E26-96F3-730E5FBF6EF6

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 first renewal term provided for in the RFQ. This first renewal term shall commence on June 1, 2025 and shall expire on May 31, 2026.

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.

Docusign Envelope ID: EC5CC702-333C-4E26-96F3-730E5FBF6EF6

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

Docusign Envelope ID: EC5CC702-333C-4E26-96F3-730E5FBF6EF6

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

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

Witnesses:

Christine Portela
(witness print name)

Natalie Mcalister
(witness print name)

DocuSigned by:
By: Geoffrey Jacobs
E71F54705D68433...
Geoffrey Jacobs, Mayor

By: _____
David Lynch, Town Manager

TOWN OF PEMBROKE PARK
DECEMBER 10 A.D. 1957
SEAL
BROWARD COUNTY, FLORIDA

ATTEST:

_____
Municipal Clerk

Approved as to legal form by:

DocuSigned by:
Jacob Horowitz
A563A1DDEFD5417...
Jacob G. Horowitz, Town Attorney

Contractor
Engenuity Group, Inc.

Witnesses: _____

By: _____

_____

Name: Adam Swaney, P.E.

Title: Vice President/Director of Engineering

(witness print name)
Bria Webb

_____

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

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of [x] physical presence or

[ ] online notarization, this 23 day of July 2025, by Adam Swaney, P.E. of Engenuity Group, Inc , a State of Florida corporation, on behalf of the corporation.

_____

NOTARY PUBLIC

Notary Public State of Florida
Nury L Figueroa
My Commission
HH 167245
Exp. 8/19/2025

x Personally Known OR

_____ Produced Identification

_____

Type of Identification Produced

EXHIBIT J

SECOND AMENDMENT TO AGREEMENT FOR CONTINUING CIVIL ENGINEERING CONSULTANT SERVICES

THIS SECOND AMENDMENT ("Amendment"), dated this 5th day of June 2025, *nunc pro tunc* to the 31 day of May 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, the Original Agreement expires on May 31, 2025; and, in accordance with RFQ #22-03 (the "RFQ"), the Parties seek to implement the first renewal term; 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 first renewal term provided for in the RFQ. This first renewal term shall commence on June 1, 2025 and shall expire on May 31, 2026.

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

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

Witnesses:

Christine Portak
(witness print name)

Natalie Monfiston
(witness print name)

DocuSigned by:
By: Geoffrey Jacobs
E71F54705D68433
Geoffrey Jacobs, Mayor

By: _____
David Lynch, Town Manager

TOWN OF PEMBROKE PARK
DECEMBER 10 A.D. 1957
SEAL
BROWARD COUNTY, FLORIDA

ATTEST:

Municipal Clerk

Approved as to legal form by:
DocuSigned by:
Jacob Horowitz
A563A1DDEFD5417...
Jacob G. Horowitz, Town Attorney

{00571362 1 3399-0000000 }

Contractor
Craig A. Smith & Associates, LLC

By: _____
Name: STEPHEN C. SMITH
Title: PRESIDENT

Witnesses:
Liz Maxfield
EMaxfield
(witness print name)
Colleen Ennis
Colleen Ennis
(witness print name)

(CORPORATE SEAL)
STATE OF FLORIDA

COUNTY OF Broward

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

☐ online notarization, this 23 day of July 2025, by Stephen C. Smith of Craig A Smith & Assoc, a State of FLORIDA corporation, on behalf of the corporation.

_____
NOTARY PUBLIC

☑ Personally Known OR

☐ Produced Identification

ANDREA COLE
MY COMMISSION # HH 413340
EXPIRES: July 11, 2027

_____
Type of Identification Produced

{00571362 I 3399-0000000 }

EXHIBIT K

Docusign Envelope ID: AD7F4601-9062-4B5E-85F1-CC0C7359C248

SECOND AMENDMENT TO AGREEMENT FOR CONTINUING CIVIL ENGINEERING CONSULTANT SERVICES

THIS SECOND AMENDMENT ("Amendment"), dated this 5th day of June 2025, *nunc pro tunc* to the 31 day of May 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

KIMLEY-HORN 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, the Original Agreement expires on May 31, 2025; and, in accordance with RFQ #22-03 (the "RFQ"), the Parties seek to implement the first renewal term; 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 first renewal term provided for in the RFQ. This first renewal term shall commence on June 1, 2025 and shall expire on May 31, 2026.

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

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

Witnesses:

Christine Padilla
(witness print name)

Natalie Manfisten
(witness print name)

DocuSigned by:
By: Geoffrey Jacobs
E71F54705D68433...
Geoffrey Jacobs, Mayor

By: _____
David Lynch, Town Manager

TOWN OF PEMBROKE PARK
DECEMBER 10 A.D. 1957
SEAL
BROWARD COUNTY, FLORIDA

ATTEST:

_____
Municipal Clerk

Approved as to legal form by:
DocuSigned by:
Jacob Horowitz
A563A1DDEFD5417...
Jacob G. Horowitz, Town Attorney

Contractor
Kimley Horn

Witnesses:
Elysse Dallas
Elysse Dallas
(witness print name)
C. B.
Cavan Beem
(witness print name)
(CORPORATE SEAL)

By: Stewart E. Robertson
Name: Stewart E. Robertson
Title: Senior Vice President

STATE OF FLORIDA
COUNTY OF Broward.

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

☐ online notarization, this 17th day of June 2025, by Stewart E. Robertson. of Kimley-Horn and Associates, INC., a State of Florida corporation, on behalf of the corporation.

SHANDA SUTTON LAYNE
Notary Public - State of Florida
Commission # HH 243804
My Comm. Expires Apr 4, 2026
Bonded through National Notary Assn.

NOTARY PUBLIC

☑ Personally Known OR

☐ Produced Identification

Type of Identification Produced

{00571362 | 3399-0000000 }

EXHIBIT L

Docusign Envelope ID: 131B3754-C1BF-4293-8BA8-E6B688487AEB

SECOND AMENDMENT TO AGREEMENT FOR CONTINUING CIVIL ENGINEERING CONSULTANT SERVICES

THIS SECOND AMENDMENT ("Amendment"), dated this 5th day of June 2025, *nunc pro tunc* to the 31 day of May 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
>
> **BETA JONES GROP, 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, the Original Agreement expires on May 31, 2025; and, in accordance with RFQ #22-03 (the "RFQ"), the Parties seek to implement the first renewal term; and

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

Docusign Envelope ID: 131B3754-C1BF-4293-8BA8-E6B688487AEB

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 2. The Parties hereby agree to extend the Original Agreement for the first renewal term provided for in the RFQ. This first renewal term shall commence on June 1, 2025 and shall expire on May 31, 2026.

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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

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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:

Christine Portalla
(witness print name)

Natalie Manfuso
Natalie Manfuso
(witness print name)

DocuSigned by:
Geoffrey Jacobs
E71F54705D68433...
By: _____
Geoffrey Jacobs, Mayor

By: _____
David Lynch, Town Manager

ATTEST:

_____
Municipal Clerk

TOWN OF PEMBROKE PARK
DECEMBER 10 A.D. 1957
SEAL
BROWARD COUNTY, FLORIDA

Approved as to legal form by:

DocuSigned by:
Jacob Horowitz
A563A1DDEED5417...
Jacob G. Horowitz, Town Attorney

Witnesses:

Sonia Secharan

(witness print name)

William Hernandez

(witness print name)

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF Miami- Dade

Contractor

Beta Jones Group, Inc.

By:

Name: Luis A. Betalleluz

Title: Principal

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

☐ online notarization, this 16th day of June 2025, by Luis A. Betalleluz of The BetaJones Group, Inc, a State of Florida corporation, on behalf of the corporation.

MICHELLE LOPEZ
Notary Public
State of Florida
Comm# HH334347
Expires 1/15/2027

Michelle C. Lopez

NOTARY PUBLIC

X Personally Known OR

_____ Produced Identification

_____

Type of Identification Produced

EXHIBIT M

Docusign Envelope ID: DFFE0840-A77B-4662-A23A-39F03CC9E454

SECOND AMENDMENT TO AGREEMENT FOR CONTINUING CIVIL ENGINEERING CONSULTANT SERVICES

THIS SECOND AMENDMENT ("Amendment"), dated this 5th day of June 2025, *nunc pro tunc* to the 31 day of May 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
>
> **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."

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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:

Christine Portala
(witness print name)

Natalie Moulliston
Natalie Moulliston
(witness print name)

By: DocuSigned by: Geoffrey Jacobs E71F54705D68433...
Geoffrey Jacobs, Mayor

By: _____
David Lynch, Town Manager

TOWN OF PEMBROKE PARK DECEMBER 10 A.D. 1957 SEAL BROWARD COUNTY, FLORIDA

ATTEST:

_____
Municipal Clerk

Approved as to legal form by:
DocuSigned by: Jacob Horowitz A563A1DDEFD5417...
Jacob G. Horowitz, Town Attorney

Contractor
Craven Thompson & Associates, Inc.

Witnesses:
Jennifer MacDonald
Jennifer MacDonald
(witness print name)
Anita Gehring
Anita Gehring
(witness print name)

By:
Name: Patrick J. Gibney, P.E.
Title: Vice President, Engineering

(CORPORATE SEAL)

CRAVEN THOMPSON & ASSOCIATES, INC. CORPORATE SEAL 1962 FLORIDA

STATE OF FLORIDA

COUNTY OF Broward

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

☐ online notarization, this 16th day of June 2025, by Patrick J. Gibney, PE of Craven, Thompson & Associates, Inc., a State of Florida corporation, on behalf of the corporation.

Patricia A. Gilbert
NOTARY PUBLIC

PATRICIA A. GILBERT MY COMMISSION EXPIRES MARCH 23, 2026 #HH 201434 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

✓ Personally Known OR

_____ Produced Identification

_____
Type of Identification Produced

EXTERIOR PAINTING SERVES AGREEMENT

This Agreement (the "Agreement") is entered into by Michael Grant Painting, LLC, (the "Painter") and the property owner or representative. City of Pembroke Park (the "Owner")3150 SW 52nd Ave Pembroke Park FL 33023,On July 13,2025. and serves to record the agreed upon scope of services and other terms, as specifically defined below.

SCOPE OF WORK

- **Services Include:**
- **Repaint the exterior of 3150 SW 52nd Ave**
- **Prep all exterior surfaces**
- **Power wash all exterior surfaces**
- **Scrape any loose paint chips**
- **Patch any holes**
- **Caulk any cracks or gaps**
- **Repair any minor damages**
- **Apply one coat of latex primer**
- **Apply two coats of Sherwin-Williams paint**
-
-

COLOR and PRODUCTS

- Product sherwin-Williams pro block primer
- Sherwin-Williams super paint
- Colors to be chosen by customer two shades

Time Line:

3 weeks weather permitted

- Final Inspection:
  - The Owner will have an opportunity to review the completed services and a punch list will be created and agreed upon by both the Painter and the Owner. The punch list items shall be completed by the Painter within a reasonable amount of time. (3 days) if necessary.

PAYMENT TERMS and COSTS

- Total cost: $21,240
- **FIRST PAYMENT**: of $7080 will be due upfront to secure a spot in my schedule and to purchase materials.
- **SECOND PAYMENT:** of $7080 will be due once the building has been fully primed
-
- **FINAL PAYMENT**: $7080 will be due once the project has been completed

- Preferred payment methods:
  - Zelle: Phone # 786-449-0210 (Allison Grant)
  - Check or money order payable to Michael Grant painting LLC

Thank you for your business. Looking forward to working with you! My work comes with a 10 year warranty. That covers chipping, peeling, blistering, flaking, and unreasonable, fading

PROPERTY OWNER OR REPRESENTATIVE — DATE 7/22/25

DATE

_____

Michael Grant — 7/22/2025

MICHAEL GRANT — DATE

Florida Painting LLC

954-350-1412
flpaiting.ken@gmail.com

Proposal

Submitted on : 12/10/24

Name	Town Of Pembroke Park	**Project address**	
Address:	350 ZW 52 nd ave	Same	
	Pembroke Parks FL		
Phone:	(954)2901252	0larzabal@tppfl.gov	

Scop

A) Exterior Painting Of Town of Pembroke Park-Town Hall
1) Pressure clean all surfaces to be painted.
2) Repair all hairline cracks on the surface caulking windows,doors if neede
3) Apply primer sealer to all surface fo conditoning for painting.
4)Apply the final coat of Sherwin William Paint to all walls,
Paint included in the estimate is Sherwin William Super Paint.

Total price **$49,000.00**

A-Best Painting Contractors
2112 S.W. 58th Avenue - West Park, Florida 33023
Licensed & Insured
Broward: CC#20-PU-21964-X, Dade: CC#20BS00497
Phone: 954-987-6062 – Fax: 1954-628-5029
Web: www.abestpainting.com

------Proposal------

11/26/2024

Pembroke Park City Hall
3150 S.W. 52nd Ave. Pembroke Park, Fl. 33023
C/O: Manny Larzabal
Phone: 954-290-1252
Email: olarzabal@tppfl.gov

Project Description:

THREE-STORY CITY HALL BUILDING EXTERIOR PAINTING

Scope of work:

All Masonry Walls, Heavy Textured Walls, Brick Walls, Smooth Bands, Flashing, Pipes and Electrical Boxes

Seal all masonry surfaces using a top-of-the-line masonry sealer; finish using a top-of-the line Sherwin Williams Super Paint exterior acrylic latex wall paint in a desired color and finish.

6-Total Previously Painted Doors & Frames

Sand, putty and caulk as needed. Prime any rusted or peeling areas using appropriate primer/sealer; finish using a top-of-the line Sherwin Williams Super Paint exterior acrylic latex paint in a desired color and finish.

Standard preparation:

Sterilize All Mildew-using a bleach solution to kill mildew spores and to help prolong mildew return.
Pressure Clean-all areas being painted using a minimum of 3,000 pounds per square inch pressure.
Prepatory Work-scrape all loose paint. Caulk all windows and opening using a 55-year 100% acrylic caulking. Patch all cracks using an elastomeric waterproofing patching compound--bridge larger cracks using a fiberglass tape to help prevent reopening.

Solid coverage guaranteed on All surfaces

------Proposal------

Omit/Not included:
decks, roof, storage structure, curbs, parking lot stripping or signage, light fixtures, AC units, any major patching unless stated above and anything not listed.

Colors:
Per Customer's choice (additional charge will apply for more than 3 colors).

Schedule:
Approx. Starting Date:
Approx. Project Duration: **2-4 Weeks (weather permitting)**

Insurance:
Available upon request.

Service Warranty:
1-year Workmanship.

Total for all above Labor & Materials

Total	Deposit	Balance
$25,800.00	$12,900.00	$12,900.00

Payments to be made as follows: 50% deposit required, Balance due on completion.

Customer agrees to pay interest at the highest legal rate on any outstanding balance remaining after thirty (30) days from date of completion and further agrees to pay all costs of collection of any such balance including reasonable attorney's fees.

Most cities do not require permits for painting. This proposal does not include permit fees, condo fees, association fees and any additional unknown city requirements.
Does not include any asbestos removal, lead paint removal or lead restoration.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
NOTE: This proposal is deemed withdrawn by us if not accepted within 30 days from the date of this proposal.

Date:_____ **Signature:**_____

I have read and approved this order, it is non-cancellable.

_____

A-BEST Painting Contractors authorized representative

See next page for optional work quotes

------Proposal------

Optional (Not included in the above proposal):

Storage Structure's Walls, Columns, Wood & Beam Ceiling- **$2,790.00**

THE TOWN OF PEMBROKE PARK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
PH: (954) 966-4600
FAX: (954) 961-4760

PURCHASE ORDER

PO Number: 306327 **Date:** 07/21/2025

Requisition #: 306327 **Vendor #:** 99746

ISSUED TO:
Michael Grant Painting LLC
740 N.E. 207th Street
Miami, FL 33179
PH: (786) 449-0210
Email: allisongrant277@gmail.com

SHIP TO:
Town of Pembroke Park
Attn:Administration
3150 SW 52nd Avenue
Pembroke Park, FL 33023

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1		Town Hall Exterior Painting	001-530541-460060-00-00			21,240.00

SUBTOTAL:	21,240.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	21,240.00

Authorized by:

1. Original invoice plus one copy must be sent to: Pembroke Park, 3150 SW 52nd Avenue Pembroke Park, FL 33023.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the [City].
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The Park is exempt from all federal excise and state tax - ID# 59-0968454

Finance Department (954) 966-4600 Ext. 237 FAX (954) 961-4760

Agenda Item Report

Subject:	Consideration and approval of resolution to Rescind Resolution No. 2025-052 – Town Hall Exterior Restoration and painting project — Sponsored by Public Services Director Odoms and Interim Town Manager Sigerson **RESOLUTION NO: 2026-052** **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RESCINDING RESOLUTION 2025-052 AWARDING THE TOWN HALL EXTERIOR RESTORATION PROJECT TO QUICK PAINTING GROUP PURSUANT TO ITB NO. 25-04; DIRECTING THAT NO WORK PROCEED; AUTHORIZING STAFF TO ISSUE FORMAL NOTICE OF TERMINATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**
Meeting Date:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	Jeff Odoms, Public Services Director, David Sigerson, Town Manager
Dept/Group:	Public Services
Recommendation for Counsel to Consider:	
Background Information:	On September 29, 2025, the Town Commission adopted Resolution No. 2025-052 approving the award of bid for the Town Hall Exterior Restoration and Painting Project to Quick Painting Group, with a total project cost not to exceed $90,000. The Town is no longer proceeding with the project and

	therefore must formally rescind the previously adopted resolution.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 2026-052 Resolution
2. 2025-052 - Town Hall Exterior Restoration and Painting Project
3. Agenda Item Report - AIR-25-337

RESOLUTION NO. 2026-052

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RESCINDING RESOLUTION 2025-052 AWARDING THE TOWN HALL EXTERIOR RESTORATION PROJECT TO QUICK PAINTING GROUP PURSUANT TO ITB NO. 25-04; DIRECTING THAT NO WORK PROCEED; AUTHORIZING STAFF TO ISSUE FORMAL NOTICE OF TERMINATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park issued Invitation to Bid (ITB) No.25-04 for town hall exterior restoration and painting project; and

WHEREAS, following the competitive procurement process, the Town Commission awarded the project to Quick Painting Group; and

WHEREAS, upon further review, the Town Commission has determined that it is not in the best interest of the Town to proceed with the renovation project at this time; and

WHEREAS, the Town Commission desires to formally rescind the award, halt all work, and direct staff to issue appropriate written notice to Quick Painting Group;

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

Section 1. The Town Commission hereby rescinds its prior action awarding ITB No. 25-04 for town hall exterior restoration and painting project to Quick Painting Group. The award is declared null, void, and of no further force or effect.

Section 2. Quick Painting Group, Town staff, and any associated parties are directed to immediately cease all work related to the town hall exterior restoration and painting project. No further expenditure, obligations, or commitments shall be made unless expressly authorized by the Town Commission.

Section 3. Town staff is authorized and directed to issue a formal written notice to Quick Painting Group advising them of the Town's decision to rescind the award and discontinue the project.

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 portion of this Resolution is held invalid, the remaining portions shall continue in full force and effect.

Section 6. This Resolution shall take effect 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

Docusign Envelope ID: A12CEFA2-7451-415A-8AD0-D4F13C956005

RESOLUTION NO. 2025-052

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE AWARD OF BID FOR THE TOWN HALL EXTERIOR RESTORATION AND PAINTING PROJECT TO QUICK PAINTING GROUP; AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the stucco at Town Hall is being removed in preparation for exterior restoration and painting to preserve and enhance the building's structural integrity and appearance; and

WHEREAS, the Town issued a solicitation for bids, and three (3) bids were received on September 8, 2025; and

WHEREAS, after reviewing all bids and bidder responsiveness, Quick Painting Group was determined to be the lowest responsive and responsible bidder with a base bid of $89,500.00; and

WHEREAS, after reviewing all submissions and bidder responsiveness, staff recommend awarding the contract to Quick Painting Group and including a contingency in the amount for a total project cost not to exceed $90,000.00.

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

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Docusign Envelope ID: A12CEFA2-7451-415A-8AD0-D4F13C956005

Section 2. The Town Commission hereby approves the award of the Town Hall Exterior Restoration and Painting Project to Quick Painting Group not to exceed the amount of $90,000.

Section 3. The Town Manager is authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 29TH day of September 2025.

DocuSigned by:
Geoffrey Jacobs
E74F54705D68433...
MAYOR GEOFFREY JACOBS

ATTEST:
DocuSigned by:
Cynthia Garcia-Lima
410D02AC7D4A446...
CYNTHIA GARCIA-LIMA
Town Clerk

TOWN OF PEMBROKE PARK
DECEMBER 10 A.D. 1957
SEAL
BROWARD COUNTY, FLORIDA

Approved as to form and legal sufficiency:
DocuSigned by:
Jacob Horowitz
A563A1DDEFD5417...
JACOB G. HOROWITZ
Town Attorney

Agenda Item Report

Subject:	Consideration and Approval of a bid award for ITB 25-04 to Quick Painting Group for the town hall exterior restoration and painting project - Procurement Administrator Woodbury RESOLUTION NO.: 2025-052 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE AWARD OF BID FOR THE TOWN HALL EXTERIOR RESTORATION AND PAINTING PROJECT TO QUICK PAINTING GROUP IN THE AMOUNT OF $89,590.00; AUTHORIZING THE TOWN CLERK TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 29, 2025
Prepared For:	Town Commission
Staff Contact:	Stephanie Woodbury, Project Manager
Dept/Group:	Finance
Recommendation for Counsel to consider:	
Background Information:	The stucco at Town Hall is being removed to prepare the building for exterior restoration and painting. Solicitations were requested from qualified Bidders, and three (3) bids were received on September 8, 2025. The bids were as follows: MTD Builders - $275,800.00 Vittorium Design Group - $144,936.49 Quick Painting Group - $89,590.00
Staff Recommendations:	After reviewing all three (3) bids and Bidder's responsiveness for the project, I recommend awarding the project to the lowest bidder, Quick Painting Group, for $89,590.00
Procurement:	ITB 25-04
Financial Implications:	
Alternatives:	

ATTACHMENTS:

RESOLUTION NO 2025-052

Award Recommendation
Bid Package

	Status:
Jacob Horowitz, Town Attorney	Pending
David Lynch, Town Manager	None
Cynthia Garcia-Lima, Town Clerk	None

RESOLUTION NO. 2025-052

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE AWARD OF BID FOR THE TOWN HALL EXTERIOR RESTORATION AND PAINTING PROJECT TO QUICK PAINTING GROUP; AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the stucco at Town Hall is being removed in preparation for exterior restoration and painting to preserve and enhance the building's structural integrity and appearance; and

WHEREAS, the Town issued a solicitation for bids, and three (3) bids were received on September 8, 2025; and

WHEREAS, after reviewing all bids and bidder responsiveness, Quick Painting Group was determined to be the lowest responsive and responsible bidder with a base bid of $89,500.00; and

WHEREAS, after reviewing all submissions and bidder responsiveness, staff recommend awarding the contract to Quick Painting Group and including a contingency in the amount for a total project cost not to exceed $90,000.00.

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

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Town Commission hereby approves the award of the Town Hall Exterior Restoration and Painting Project to Quick Painting Group not to exceed the amount of $90,000.

Section 3. The Town Manager is authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 29TH day of September 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

Memorandum

TO: David Lynch, Town Manager

FROM: Stephanie Woodbury, Procurement Administrator

TITLE: ITB 25-04 Town Hall Stucco Removal – Award Recommendation

---

Background

The stucco at Town Hall is being removed to prepare the building for exterior restoration and painting.

Summary

Solicitations were requested from qualified Bidders, and three (3) bids were received on September 8, 2025. The bids were as follows:

MTD Builders	$275,800.00
Vittorium Design Group	$144,936.49
Quick Painting Group	$89,590.00

Recommendation

After reviewing all three (3) bids and Bidder's responsiveness for the project, I recommend awarding the project to the lowest bidder, Quick Painting Group, for $89,590.00

9. Contractor Responsibilities

- If on-site water is needed; the contractor is responsible for acquiring a temporary hydrant meter from the county or bring their own prefilled water tank.

TOWN will consider Bids only from responsible and responsive Bidder(s) licensed and qualified by experience to provide and do the work specified herein.

SECTION 6

TOWN FORMS

1. BID FORM

SCHEDULE OF BID PRICES

Bidder warrants, by virtue of bidding, that the Bid and the prices quoted in the Bid will be firm for acceptance by TOWN, and that the Bid prices will be in compliance with the Broward County Prevailing Wages.

(Please fill in all blanks and return with your Bid.)

NOTE: Bidder shall perform the work with its own organization, amounting to not less than 35 percent of the contract price.

Bidder agrees to perform all the work described in the contract documents for the following unit prices or lump sums. BIDS shall include shipping costs, sales tax, and all other applicable taxes. Bidder also understands that the extended total for each and every item is the result of multiplying the quantity times the unit cost. The unit cost shall prevail, if discrepancies between the unit and total costs are found.

Bid Prices Shall Be Based Pursuant to Specifications and Attachment A. Contractor Shall Calculate and Provide Quantity Required for Each Line Item.

In accordance with the Town's Invitation to Bid (ITB 25-04) and the specifications contained herein, the undersigned proposes the following Bid prices:

A. TOWN HALL STUCCO REMOVAL

Company Name				
ITEM #	**DESCRIPTION**	**QTY**	**UNIT**	**TOTAL COST ($)**
1.	Stucco removal	1	LS	$89,590.00
2.	**TOTAL**	$ 89,590.00		

Authorized Signatory:

(Signature)

Executed by: Andres Sanchez

(Type or Print Name)

Title: President

For (Company): Quick Painting Group

Company Name	Quick Painting Group			
ITEM #	DESCRIPTION	QTY	UNIT	TOTAL COST ($)

Address: 9867 S Orange Blossom Trl #109, Orlando, FL 32837

B. BID SIGNATURE PAGE

HOW TO SUBMIT BIDS: Bids must be submitted by hard copy. It is the sole responsibility of the Bidder to ensure that the Bid reaches the Town of Pembroke Park, Town Hall, Town Clerk's Office, 3150 SW 52nd Avenue, Pembroke Park, FL 33023, on or prior to the Bid due date and time listed. Bids submitted by fax or email will not be accepted.

The undersigned hereby agrees to furnish services subject to all instructions, terms, conditions, specifications, and addenda contained in the Invitation to Bid (ITB).

I have read the ITB, and all attachments including the specifications and fully understand what is required. By submitting this signed Bid, I understand any resulting Town contract will be subject to ITB instructions, terms, conditions, specifications, and addenda.

Andres Sanchez — 09/04/2025
Submitted by — Date

09/04/2025
Signature — Date

Andres Sanchez — President
Name Print — Title

Quick Painting Group
Company (Legal Registration)

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/).

9867 S Orange Blossom Trl #109
Address

Orlando, FL 32837
City — State — Zip

407-733-0401 — FAX No — info@quickpaintinggroup.com
Telephone No. — Email

Does your firm qualify for MBE or WBE status? MBE WBE

QUESTIONNAIRE

Quick Painting Group
Submitted by (*Company Name*):

x
Corporation Partnership Individual Joint Venture

Other Describe:

9867 S Orange Blossom Trl #109, Orlando, FL 32837
Office Location:

56
Number of people in your organization:

10 years
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?

YES *(attach a detailed explanation)* NO

BID ACKNOWLEDGMENT

The undersigned, having carefully read and considered the Invitation to Bid, ITB 25-04, Town Hall Stucco Removal 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: Quick Painting Group

Authorized Representative Signature:

Authorized Representative Name (Print): Andres Sanchez

Authorized Representative Title (Print): President

Address: 9867 S Orange Blossom Trl #109, Orlando, FL 32837

Date: 09/04/2025 Phone: 407-733-0401 Fax:

Email Address: info@quickpaintinggroup.com

Key Staff Member(s) Will Assign to Project: Jose Rengel - Project Manager

VENDOR/BIDDER DISCLOSURE

I, Andres Sanchez, 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: Quick Painting Group

Address: 9867 S Orange Blossom Trl #109, Orlando, FL 32837

FEIN: 47-4392503

State and date of incorporation Florida 06/23/2015

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
Andres Sanchez	10476 NW 61st Ln, Doral, FL 33178	50
Mario Sanchez	16955 Cedar Valley Cir, Clermont, FL 34711	25
Daniel Sanchez	4517 Small Creek Rd, Kissimmee, FL 34744	25

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

STATE OF FLORIDA)
)
COUNTY OF Miami-Dade)

By: _____ Date: 09/04/2025
Signature of Affiant

Andres Sanchez
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 4 day of

September 2025, by Andres Sanchez, he/she is personally known

to me or has presented _____ as identification.

_____
Notary Public, State of Florida at Large

Daniela Arrioja
Print or Stamp of Notary:

NOTARY PUBLIC STATE OF FLORIDA
DANIELA ARRIOJA
MY COMMISSION # HH 577504
EXPIRES: July 31, 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.			
2.			
3.			
4.			
5.			

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: Quick Painting Group

1. Company	City of Opa-Locka
Street Address	12950 NW 42nd Ave, Opa-locka, FL 33054
City, State & Zip	
Contact Person Name	King Leonard — Title: Building Maintenance Superintendent
Phone	305-953-2828 — Email: kleonard@opalockafl.gov
Describe Scope of Work and dates of project/service (start/end)	Stucco and Exterior painting of four (4) City owned Facilities 25,450 SqFt Stucco Removal, Resurfacing and Coating
2. Company	Palm Beach County Water Utilities Department
Street Address	12751 Hagen Ranch Road, Boynton Beach, FL 33437
City, State & Zip	
Contact Person Name	Daniel Jimenez — Title: Shop & Plant Maintenance Supervisor
Phone	561-449-5315 — Email: DJimenez@pbcwater.com
Describe Scope of Work and dates of project/service (start/end)	IFB #22-025/SM Tank, Digester, Painting Coating Services, One Time Project Concrete (Blasting, Resurfacing and Coating): 6,700 SqFt Approx / Metal (Blasting and Coating): 4,500 SqFt Approx
3. Company	Hialeah Housing Authority
Street Address	75 E 6th St, Hialeah, FL 33010
City, State & Zip	
Contact Person Name	Vanessa Rodriguez — Title: Assistant Development & Modernization Administrator
Phone	305-888-9744 ext. 1029 — Email: VRodriguez@hialeahhousing.org
Describe Scope of Work and dates of project/service (start/end)	Facade Renovations and Recoat at Palm Centre

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.

Acknowledged By:

Quick Painting Group

Firm Name:

Andres Sanchez — President

Printed Name: — Title:

09/04/2025

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.

Acknowledged By:

Quick Painting Group

Firm Name:

Andres Sanchez — President

Printed Name: — Title:

09/04/2025

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.

Acknowledged By:

Quick Painting Group

Firm Name:

Andres Sanchez — President

Printed Name: — Title:

09/04/2025

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

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: Quick Painting Group

Authorized Signature:

Print Name: Andres Sanchez

Title: President

Date: 09/04/2025

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

09/04/2025

Date

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: September 4th, 2025

ENTITY: Quick Painting Group

NAME: Andres Sanchez

TITLE: President

STATE OF FLORIDA
COUNTY OF Miami-Dade

SWORN TO (or affirmed) and subscribed before me by means of [x] physical presence or [___] online notarization, this 4 day of September 2025, by Andres Sanchez in his/her capacity as President for Quick Painting Group (name of Entity).

NOTARY PUBLIC

x Personally Known OR
___ Produced Identification

Type of Identification Produced

DANIELA ARRIOJA
MY COMMISSION # HH 577504
EXPIRES: July 31, 2028

DANIELA ARRIOJA
MY COMMISSION # HH 577504
EXPIRES: July 31, 2028

TOWN OF PEMBROKE PARK

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: Town Hall Stucco Removal
Project No.: ITB 25-04

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:	Quick Painting Group
Authorized Signature:	
Print Name:	Andres Sanchez
Title	President
Date:	09/04/2025
Phone:	407-733-0401

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization, this 4 day of September, 2025, by Andres Sanchez on behalf of Quick Painting Group. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Daniela Arrioja
(Name of Notary Typed, Printed or Stamped)

DANIELA ARRIOJA
MY COMMISSION # HH 577504
EXPIRES: July 31, 2028

Assistant Manager
Title or Rank

HH 577504
Serial number, if any

ADDENDUM II

Town Hall Stucco Removal – ITB # 25-04
Pre-Bid Meeting
August 19, 2025

SIGN-IN SHEET

COMPANY	CONTACT PERSON	EMAIL ADDRESS	PHONE #
MTD	Jorge Betancur	info@MTDcgc.com	954 9945970.
VITTORium Design	Luine Santana	info@VITTORiumDesign.com	954 687 8380
STAR GROUP	ED MOBLEY	ED@STARGROUPINC.COM	828 323-2429
Laporta Contracting	Angel Castaneda	Angel@laporta Contracting.com	239-658-4345
DANTO Builders	Mason Cartney	mason@dantobuilders.com	(954) 229-2000

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

ITB # 25-04 TOWN HALL STUCCO REMOVAL

ADDENDUM I

1.) What permits are required?
Response 1: Structural

2.) Are engineering drawings required?
Response 2: Yes

3.) Will water and power be available?
Response 3: Yes

4.) What are the days and hours of work?
Response 4: Monday – Friday from 8 a.m. to 5 p.m.

5.) Is pedestrian protection required?
Response 5: Yes, as needed.

- All debris must be cleared from the parking lot each day.
- Equipment can be stored overnight in the back parking lot at your discretion.
- Include unit pricing for all associated costs.
- Provide protection over air conditioning cooling tower and generator.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Quick Painting Group

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

9867 S Orange Blossom Trl Ste 109

Requester's name and address (optional)

6 City, state, and ZIP code

Orlando, FL 32837

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	7	–	4	3	9	2	5	0	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 09/04/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

QUICPAI-01 SAMPSONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/21/2025

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

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

PRODUCER	CONTACT NAME: Sharon Sampson
Insurance Office of America 1217 Kentucky Ave Saint Cloud, FL 34769	PHONE (A/C, No, Ext): (407) 998-5519 FAX (A/C, No): E-MAIL ADDRESS: Sharon.Sampson@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Specialty Builders Insurance Company	16826
INSURER B : Mercury Indemnity Company of America	11201
INSURER C : Insurance Company of the West	27847
INSURER D : Admiral Insurance Company	24856
INSURER E : Kinsale Insurance Company	38920
INSURER F :	

INSURED

Quick Painting Group Corp
9867 S. Orange Blossom Trail, Ste 109
Orlando, FL 32837

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GLP-0349354-02	5/18/2025	5/18/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			BA090000019087	5/18/2025	5/18/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ $ $ $ $	1,000,000 10,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			UMB-0349357-02	5/18/2025	5/18/2026	EACH OCCURRENCE AGGREGATE	$ $	2,000,000 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WFL506636403	7/1/2025	7/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	 1,000,000 1,000,000 1,000,000
D	Errors & Omissions			EO00006409401	10/1/2024	10/1/2025	Per Claim		2,000,000
E	Excess Liability			0100356984-1	5/18/2025	5/18/2026	Limit of Liability		3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Schedule of underlying for primary liability is attached. See form XS DEC 06 22.

Schedule of underlying for excess liability is attached. See form CAX1001 0224.

CERTIFICATE HOLDER

Ocala Housing Authority
1629 NW 4th Street
Ocala, FL 34475

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SANCHEZ, ANDRES E SR

QUICK PAINTING GROUP CORP
9867 S. ORANGE BLOSSOM TRAIL
STE 109
ORLANDO FL 32837

LICENSE NUMBER: CBC1265924

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/28/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida

Minority Business Certification

Quick Painting Group Corp

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

03/31/2025 to 03/31/2027

Pedro Allende
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DEVELOPMENT

Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd

Agenda Item Report

Subject:	Consideration and approval of selection of Exterior Paint Color for Town Hall building — Public Services Director Odoms and Interim Town Manager Sigerson - **ADDED ADDITIONAL SUPPORTING DOCUMENTS**
Meeting Date:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	Jeff Odoms, Public Services Director
Dept/Group:	Public Services
Recommendation for Counsel to Consider:	
Background Information:	Staff is requesting direction from the Town Commission regarding the selection of a new exterior paint color for the Town Hall building. The building is scheduled for repainting as part of ongoing maintenance and aesthetic improvements. Several color options have been prepared for Commission consideration.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Option A
2. Option B
3. Option C
4. Option D
5. Option E

6. Option F
7. Option G
8. Option H


3150
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TOWN
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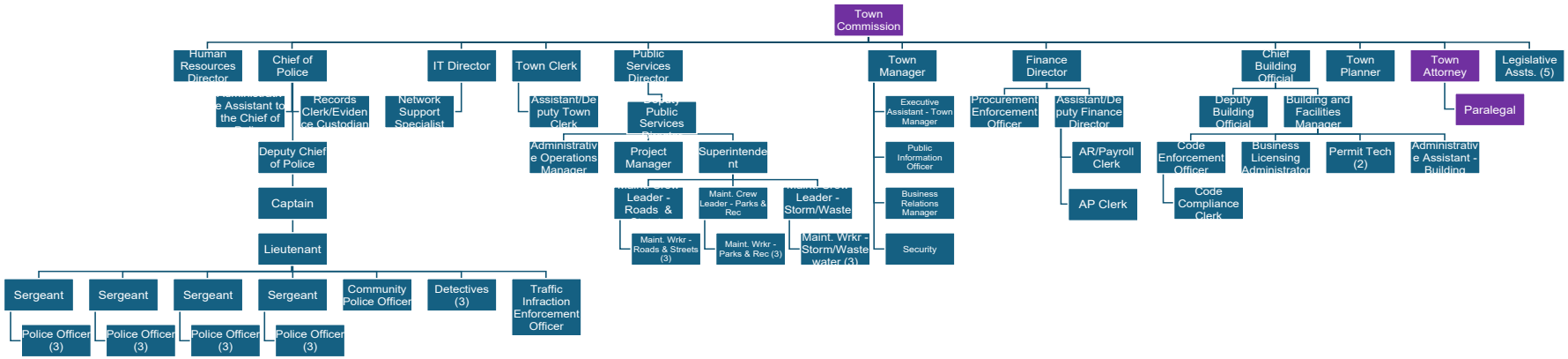

3150
PEMBROKE
PARK
TOWN
HALL

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:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Town Clerk
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. UPDATED (2) Organizational Chart - Pembroke Park


Town Commission
Human Resources Director
Chief of Police
IT Director
Town Clerk
Public Services Director
Town Manager
Finance Director
Chief Building Official
Town Planner
Town Attorney
Legislative Assts. (5)
Records Clerk/Evidence Custodian
Network Support Specialist
Assistant/Deputy Town Clerk
Executive Assistant - Town Manager
Procurement Enforcement Officer
Assistant/Deputy Finance Director
Deputy Building Official
Building and Facilities Manager
Paralegal
Deputy Chief of Police
Administrative Operations Manager
Project Manager
Superintendent
Public Information Officer
AR/Payroll Clerk
Code Enforcement Officer
Business Licensing Administrator
Permit Tech (2)
Administrative Assistant - Building
Captain
Leader - Roads &
Maint. Crew Leader - Parks & Rec
Leader - Storm/Waste
Business Relations Manager
AP Clerk
Code Compliance Clerk
Lieutenant
Maint. Wrkr - Roads & Streets (3)
Maint. Wrkr - Parks & Rec (3)
Maint. Wrkr - Storm/Waste water (3)
Security
Sergeant
Sergeant
Sergeant
Sergeant
Community Police Officer
Detectives (3)
Traffic Infraction Enforcement Officer
Police Officer (3)
Police Officer (3)
Police Officer (3)
Police Officer (3)

Agenda Item Report

Subject:	Motion to authorize the use of excess funds pursuant to Section 553.80 to fund scanning necessary for upgrades to technology, hardware and software in order to enhance service delivery for the Building Department — Sponsored by Commissioner Mohammed
Meeting Date:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	Ashira Mohammed, Commissioner
Dept/Group:	Commission
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

None

Agenda Item Report

Subject:	Discussion and possible action on the relocation of the Building Department, Architecture Plans for the Community Center, and technology improvements — Sponsored by Mayor Jacobs and Commissioner Mohammed
Meeting Date:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Commission
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Building Dept._Construction Contract Documents and Specifications
2. 97237 - A-1
3. Presentation4

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

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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 (l)(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_____ , 20_____
on

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

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BID NO. ITB 23-03
Built-Out Improvements for The Building Department

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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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DIVISION 1 - GENERAL REQUIREMENTS

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
01370 Schedule of Values
01505 Control of Work
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01710 Cleaning
01720 Project Record Documents
01730 Operating and Maintenance Data
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DIVISION 2 - SITEWORK (NOT USED)

DIVISION 3 – CONCRETE

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

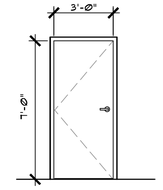
16000 General Requirements
16011 Codes and Standards
16050 Basic Wiring and Methods
16110 Raceway and Boxes
16120 Conductors
16160 Panelboards
16180 Safety Switches, Circuit Breakers & Fuses
16195 Electrical Identification
16450 Grounding
16500 Lighting

WINDOW SCHEDULE:

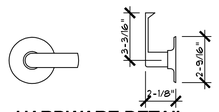
MARK	NOMINAL SIZE	MATERIAL	TYPE	REMARKS
W A	9'-10" x 6'-8"	ALUMINUM	FIXED INTERIOR	CATEGORY II INTERIOR WINDOW
W B	8'-7" x 6'-8"	ALUMINUM	FIXED INTERIOR	CATEGORY II INTERIOR WINDOW
W C	11'-6" x 6'-8"	ALUMINUM	FIXED INTERIOR	CATEGORY II INTERIOR WINDOW
W D	20'-0" x 6'-8"	ALUMINUM	FIXED INTERIOR	CATEGORY 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	FIRE-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	FIRE-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	FIRE-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	FIRE-HUNG WOOD FRAME	PAINT	NEW INTERIOR DOOR **WITH PRIVACY HARDWARE**
D 7	3'-0" x 6'-8"	1	WOOD	FIRE-HUNG WOOD FRAME	PAINT	NEW INTERIOR DOOR **WITH PRIVACY HARDWARE**
D 8	3'-0" x 6'-8"	1	WOOD	FIRE-HUNG WOOD FRAME	PAINT	NEW INTERIOR DOOR **WITH PRIVACY HARDWARE**
D 9	3'-0" x 6'-8"	1	WOOD	FIRE-HUNG WOOD FRAME	PAINT	NEW INTERIOR DOOR **WITH PRIVACY HARDWARE**
D 10	3'-0" x 6'-8"	1	WOOD	FIRE-HUNG WOOD FRAME	PAINT	NEW INTERIOR DOOR **WITH PRIVACY HARDWARE**
D 11	3'-0" x 6'-8"	1	WOOD	FIRE-HUNG WOOD FRAME	PAINT	NEW INTERIOR DOOR **WITH PRIVACY HARDWARE**
D 12	(2)3'-0" x 6'-8"	1	WOOD	FIRE-HUNG WOOD FRAME	PAINT	NEW INTERIOR DOOR **WITH PRIVACY HARDWARE**
D 13	(2)3'-0" x 6'-8"	1	WOOD	FIRE-HUNG WOOD FRAME	PAINT	NEW INTERIOR DOOR **WITH PASSAGE HARDWARE**
D 14	3'-0" x 6'-8"	1	WOOD	FIRE-HUNG WOOD FRAME	PAINT	NEW INTERIOR DOOR **WITH PASSAGE HARDWARE**
D 15	3'-0" x 6'-8"	1	WOOD	FIRE-HUNG WOOD FRAME	PAINT	NEW INTERIOR DOOR **WITH PRIVACY HARDWARE**



1 VIEW, DOOR TYPE #1
SCALE: NOT TO SCALE



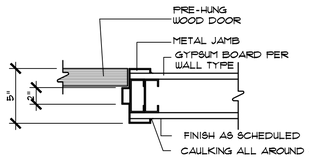
HARDWARE DETAIL
ACCESSIBILITY COMPLIANCE

(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

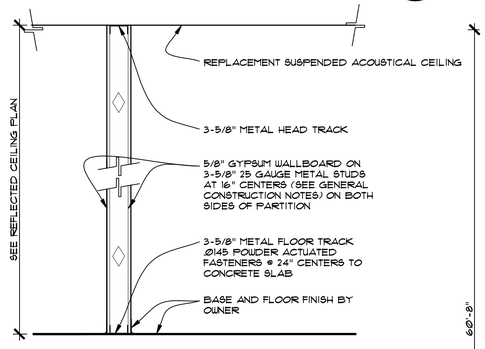
1. ALL DOORS SHALL BE FINISHED AS DIRECTED BY OWNER.
2. HARDWARE SELECTION SHALL BE BY OWNER.
3. ALL DIMENSIONS SHOWN ARE EITHER MASONRY OPENING OR ROUGH OPENING FOR DOOR.



INTERIOR DOOR DETAIL

7 / A-1

SCALE: NOT TO SCALE



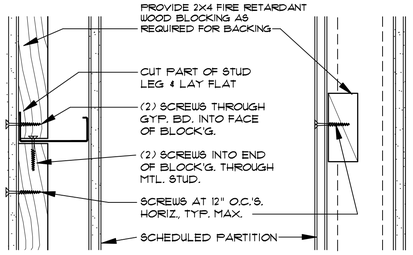
TYPICAL INTERIOR PARTITION

6 / A-1

SCALE: NOT TO SCALE (NON-BEARING, NON-FIRE-RATED)

GENERAL NOTE

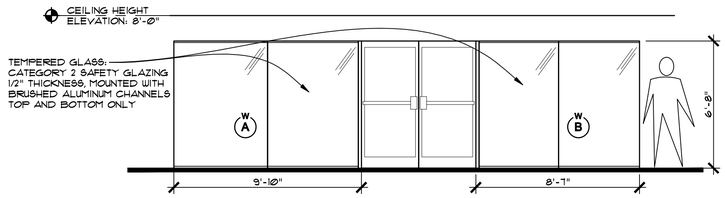
WHERE BACKING/BLOCKING IS REQUIRED WITHIN THE PROPOSED FIRE RATED PARTITIONS, DO NOT USE WOOD OR ANY COMBUSTIBLE MATERIALS. SUBSTITUTE 3-5/8" 20 GAUGE STUDS INSTALLED BETWEEN THE TYPICAL 22 GAUGE 6" VERTICAL STUDS AT 16" CENTERS. AFFIX THE BLOCKING STUD TO THE VERTICALS WITH MINIMUM (3) DRYWALL SCREWS EACH END.



TYPICAL BLOCKING

5 / A-1

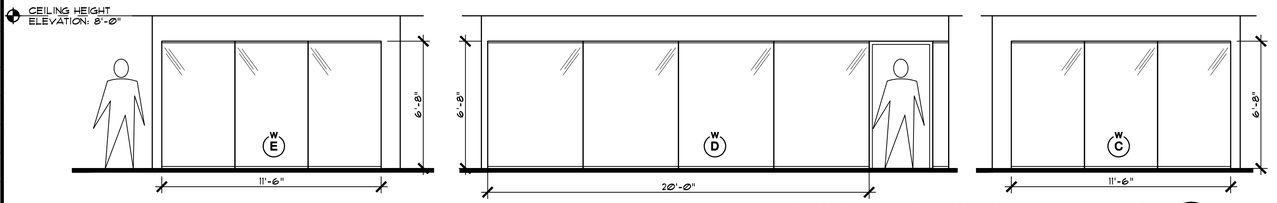
SCALE: NOT TO SCALE



WINDOWS 'A' & 'B' ELEVATION

2 / A-1

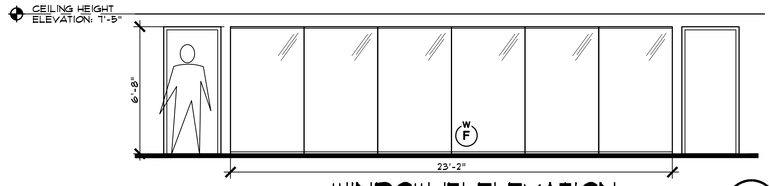
SCALE: 1/4" = 1'-0"



WINDOWS 'C', 'D' ,'E' ELEVATION

3 / A-1

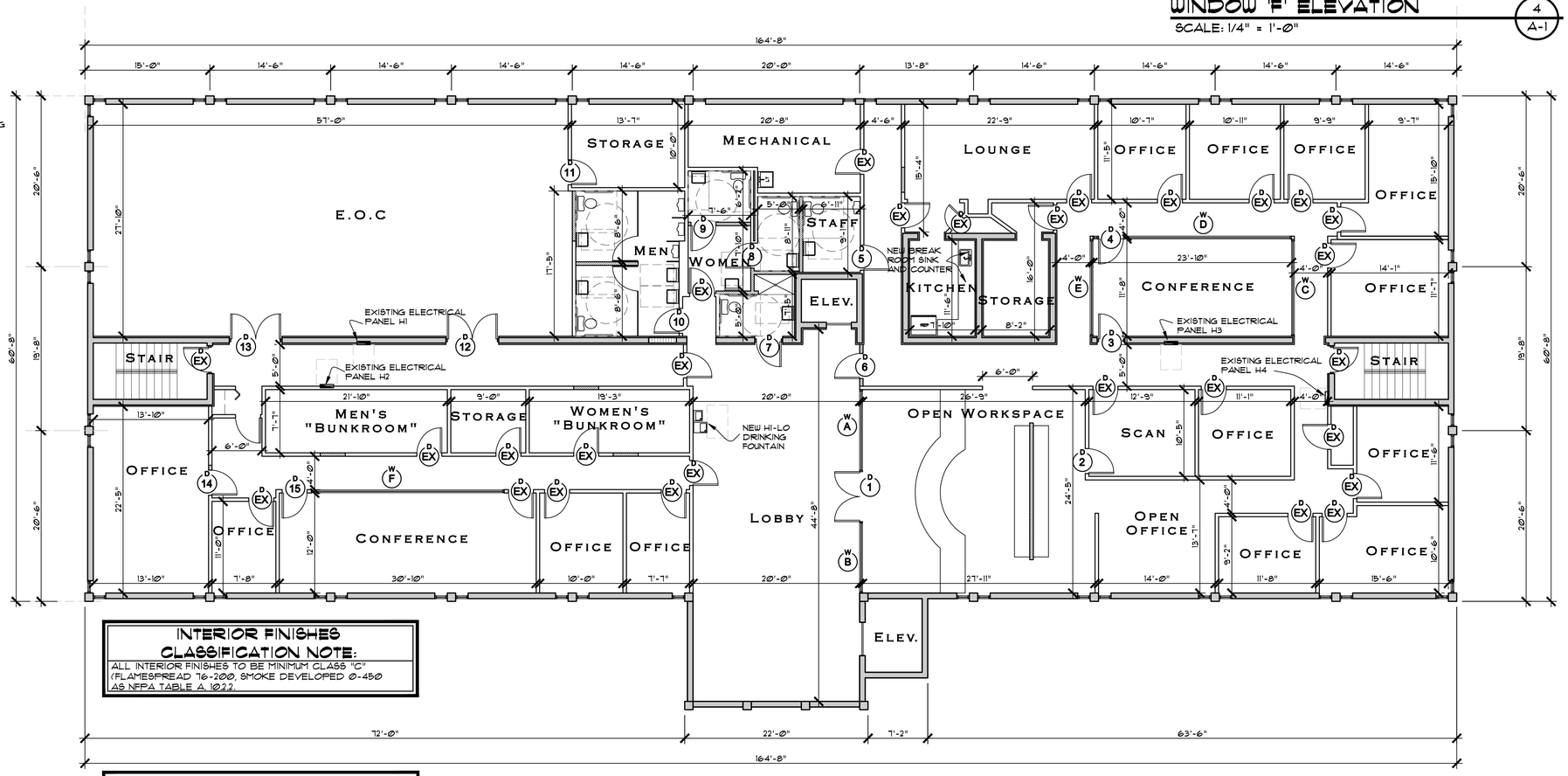
SCALE: 1/4" = 1'-0"



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

PEMBROKE PARK COMMUNITY & RESILIENCE CENTER

One Building. Limitless Opportunity.

SERVE TODAY, PREPARE TOMORROW.



Town of Pembroke Park

Building a Stronger, Smarter, More

EXECUTIVE SUMMARY

The Pembroke Park Community & Resilience Center is a multi-purpose facility that brings together essential government services, recreation, education, business support, and community programs under one roof. It creates a year-round hub for residents, strengthens our local economy, and ensures continuity of operations during emergencies.



WHY NOW?

July 1 Funding Obligation

Potential use of Building Department reserves must be determined.

Aging & Inadequate Facilities

Our current spaces cannot meet today's or tomorrow's needs.

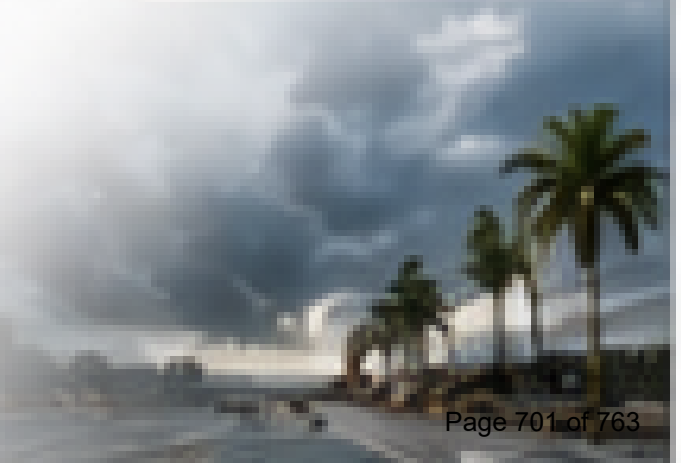
Community Growth

More residents, more demand for services and programs.

Resilience & Preparedness

We need a dedicated EOC and continuity of operations space.

Act now to maximize funding eligibility, grants, and community impact.



OUR VISION

Create a world-class, multi-generational center that empowers our community through services, wellness, learning, economic opportunity, and resilience.

A place where everyone can connect, grow, and thrive.



COMMUNITY FOCUSED



RESILIENT BY DESIGN



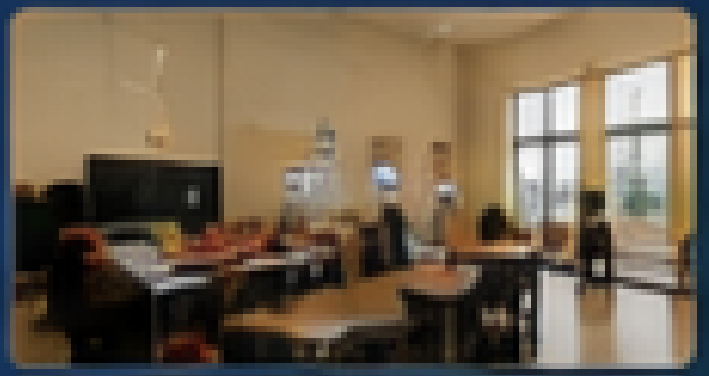
SUSTAINABLE & SMART

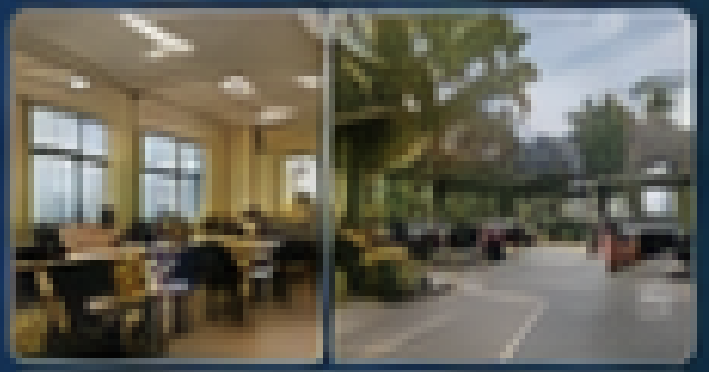


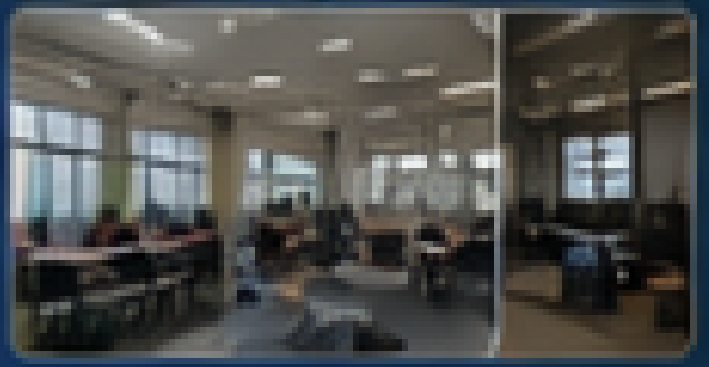
INCLUSIVE FOR ALL

EXISTING DEFICIENCIES

- ✕ No dedicated EOC or continuity of operations
- ✕ No expansion space for Building Department
- ✕ No public library
- ✕ Limited aftercare & youth program space
- ✕ No indoor gym or walking track
- ✕ No senior center
- ✕ No marketplace or business incubators
- ✕ Inadequate storage and support spaces







4

EVERYTHING IN ONE BUILDING

A COMPLETE COMMUNITY ECOSYSTEM



RECREATION & WELLNESS

YOUTH & FAMILY

LEARNING & CULTURE

BUSINESS & WORKFORCE

GOVERNMENT SERVICES

RESILIENCE & SAFETY

One destination. Endless opportunities.

Stronger together.

PROGRAM DISTRICTS OVERVIEW

RECREATION & WELLNESS

Gym, track, fitness, locker rooms, dance, wellness

YOUTH & FAMILY

Aftercare, summer camp, teen center, STEM lab, play spaces

LEARNING & CULTURE

Library, museum, media lab, classrooms, arts & history

BUSINESS & WORKFORCE

Incubators, co-working, training labs, career center

GOVERNMENT SERVICES

DMV, passports, voting, tax, public meeting rooms

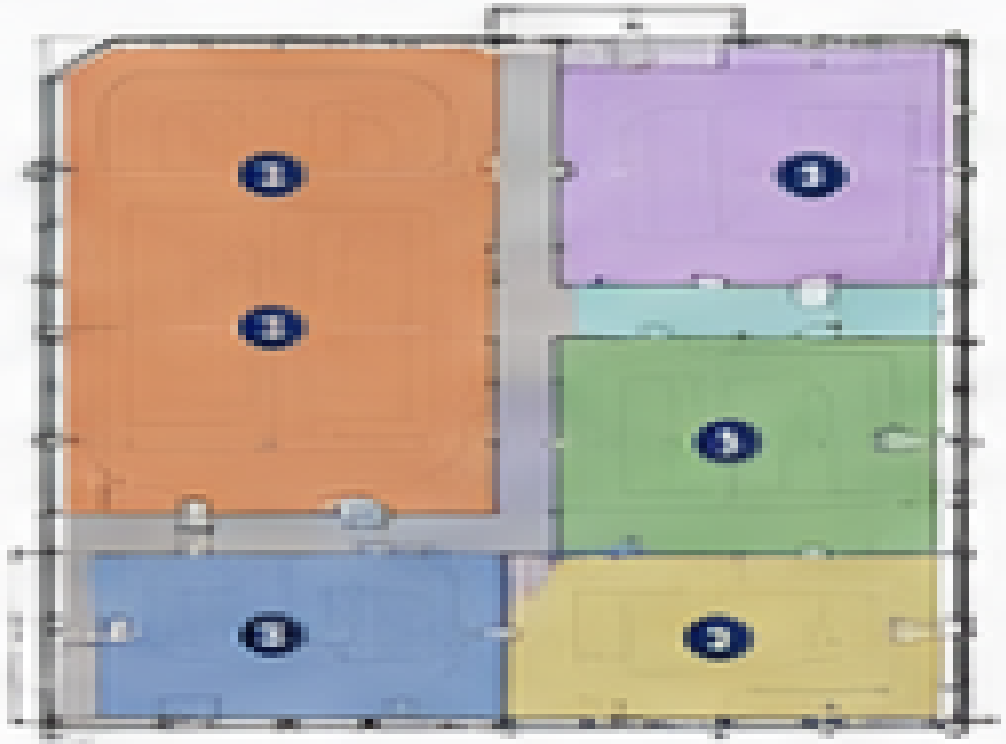
RESILIENCE & SAFETY

Building Dept, EOC, police quarters, server & security

PRELIMINARY FLOOR CONCEPT – FLOOR 1

MOVE • PLAY • YOUTH • MARKETPLACE

1. Gymnasium (2 courts)
2. Walking / Running Track
3. Fitness Center
4. Locker Rooms
5. Dance / Multi-Purpose Studios
6. Youth Aftercare & Camp
7. Teen Center
8. Marketplace Hall
9. Teaching Kitchen
10. Commercial Kitchen
11. Community Garden Access



PRELIMINARY FLOOR CONCEPT – FLOOR 2

LEARN • CONNECT • GROW

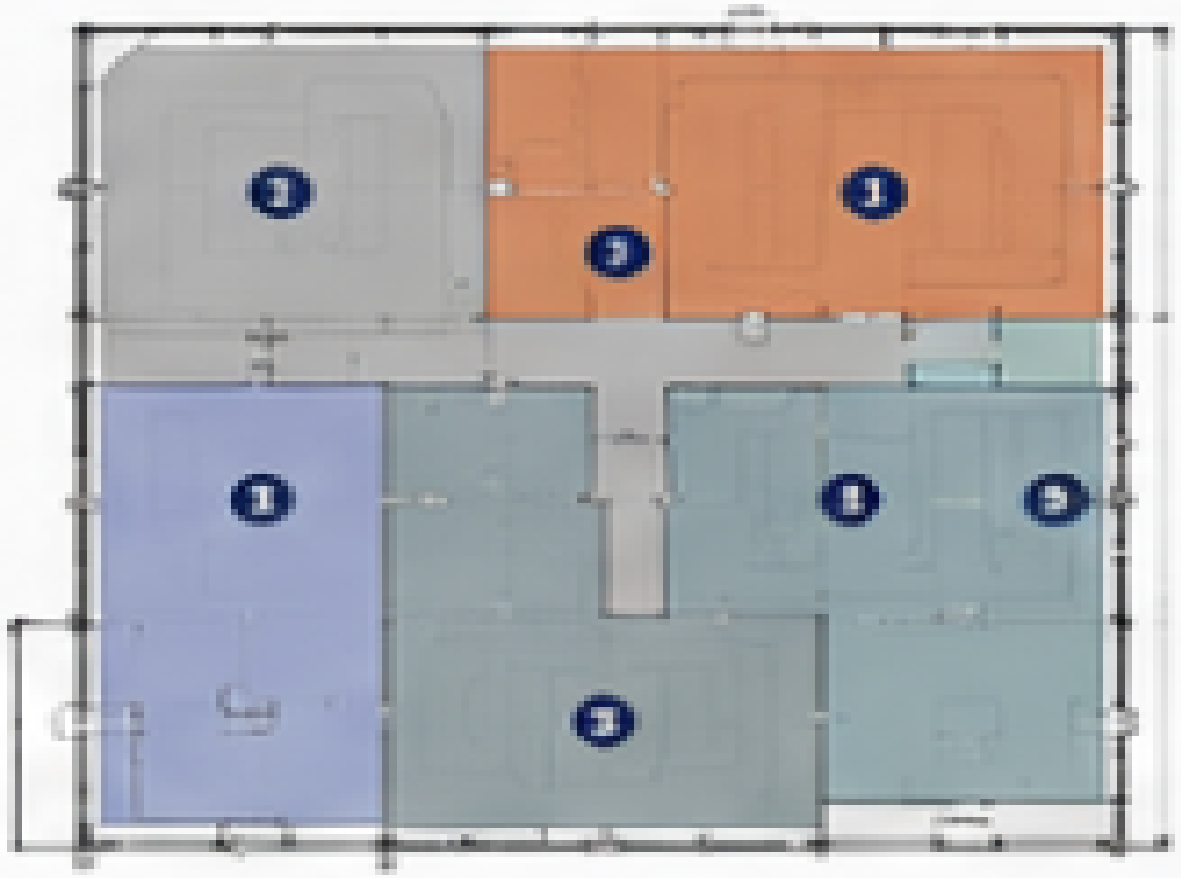
1. Library & Learning Commons
2. Museum / Cultural Gallery
3. Media Lab / Podcast Studio
4. Workforce Training Center
5. Computer Labs
6. Senior Center
7. Multipurpose Classrooms
8. Co-Working / Incubator Offices
9. DMV / Passport / Voting
10. Community Meeting Rooms



PRELIMINARY FLOOR CONCEPT – FLOOR 3

GOVERN • RESPOND • PROTECT

1. Building Department Permit Center
2. Code Enforcement
3. Plan Review / Conference
4. EOC / Emergency Operations Center
5. Emergency Management
6. Police / Essential Personnel Quarters
7. Server / IT / Security Ops
8. Training / Briefing Room
9. Public Meeting / Commission Chamber



ROOFTOP & FUTURE RESERVE

REVENUE • RELAX • RESTORE

1. Rooftop Event Terrace
2. Banquet & Wedding Pavilion
3. Outdoor Kitchen & Bar
4. Future Therapy Pool Reserve
5. Outdoor Lounge Areas
6. Urban Garden / Green Roof



BUILDING DEPARTMENT FUNDING JUSTIFICATION

Core Building Department functions are integral to the design of this facility, including:

- Permitting & plan review operations
- Code enforcement deployment
- Post-disaster damage assessment
- Recovery permitting & inspections
- Contractor staging & training
- GIS mapping & records management
- Public code education & training
- Continuity of operations / EOC integration

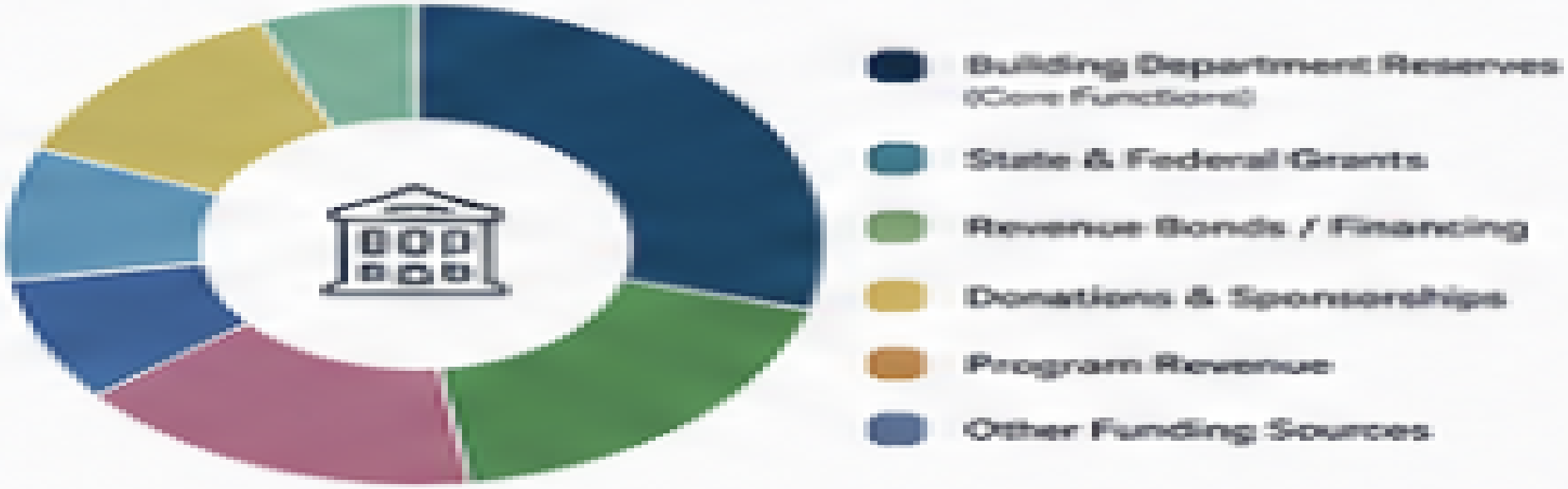


12

These functions support eligibility for the use of Building Department reserves.

FUNDING STACK

A BLENDED FINANCING STRATEGY



13

REVENUE ENGINES

SUSTAINABLE. DIVERSE. RELIABLE.

REVENUE SOURCE	ESTIMATED ANNUAL REVENUE
Marketplace Hall (Vendor Leases)	$75,000 – $150,000
Banquet & Event Space (Incl. Rooftop)	$150,000 – $300,000
Fitness Center Memberships	$75,000 – $150,000
Kitchen Rentals & Culinary Classes	$50,000 – $100,000
Incubator Offices & Co-Working	$60,000 – $120,000
Gym Rentals / League / Tournaments	$100,000 – $300,000
Program Fees (Youth, Seniors, Classes)	$50,000 – $100,000
TOTAL POTENTIAL ANNUAL REVENUE	**$560,000 – $1,220,000+**

SPORTS COMPLEX MONETIZATION

YEAR-ROUND OPPORTUNITIES

- Basketball Tournaments
- Volleyball Leagues
- AAU Tournaments
- Cheer & Dance Competitions
- Boxing Events & Training
- Corporate Events & Conferences
- Trade Shows & Expos
- Graduations & Ceremonies
- Community Events & Festivals
- Emergency Shelter (When Needed)

Maximize Use. Maximize Impact. Maximize Revenue.

GRANT OPPORTUNITIES

MULTIPLE FUNDING PATHWAYS

- Library Services & Technology Act (LSTA)
- Florida Public Library Construction Grants
- Florida Recreation Development Assistance Program
- Economic Development Administration (EDA)
- Workforce Innovation & Opportunity Act (WIOA)
- Community Development Block Grants (CDBG)
- FEMA Hazard Mitigation Grant Program
- Department of Homeland Security Grants
- Arts & Culture & Humanities Grants
- Health & Wellness Grants



PHASING STRATEGY

BUILT IN PHASES. DESIGNED FOR THE FUTURE.

PHASE 1
FOUNDATION

- Building Department
- Permit Center
- EOC / Emergency Ops
- Core Infrastructure

Years 1 – 2

PHASE 2
EXPANSION

- Library & Learning
- Marketplace Hall
- Youth & Senior Center
- Workforce Center

Years 3 – 5

PHASE 3
FUTURE GROWTH

- Rooftop Pavilion
- Therapy Pool
- Additional Programs
- Outdoor Enhancements

Years 6+

COMMUNITY IMPACT

GENERATIONS OF BENEFITS



Improved Quality of Life

Economic Growth & Jobs

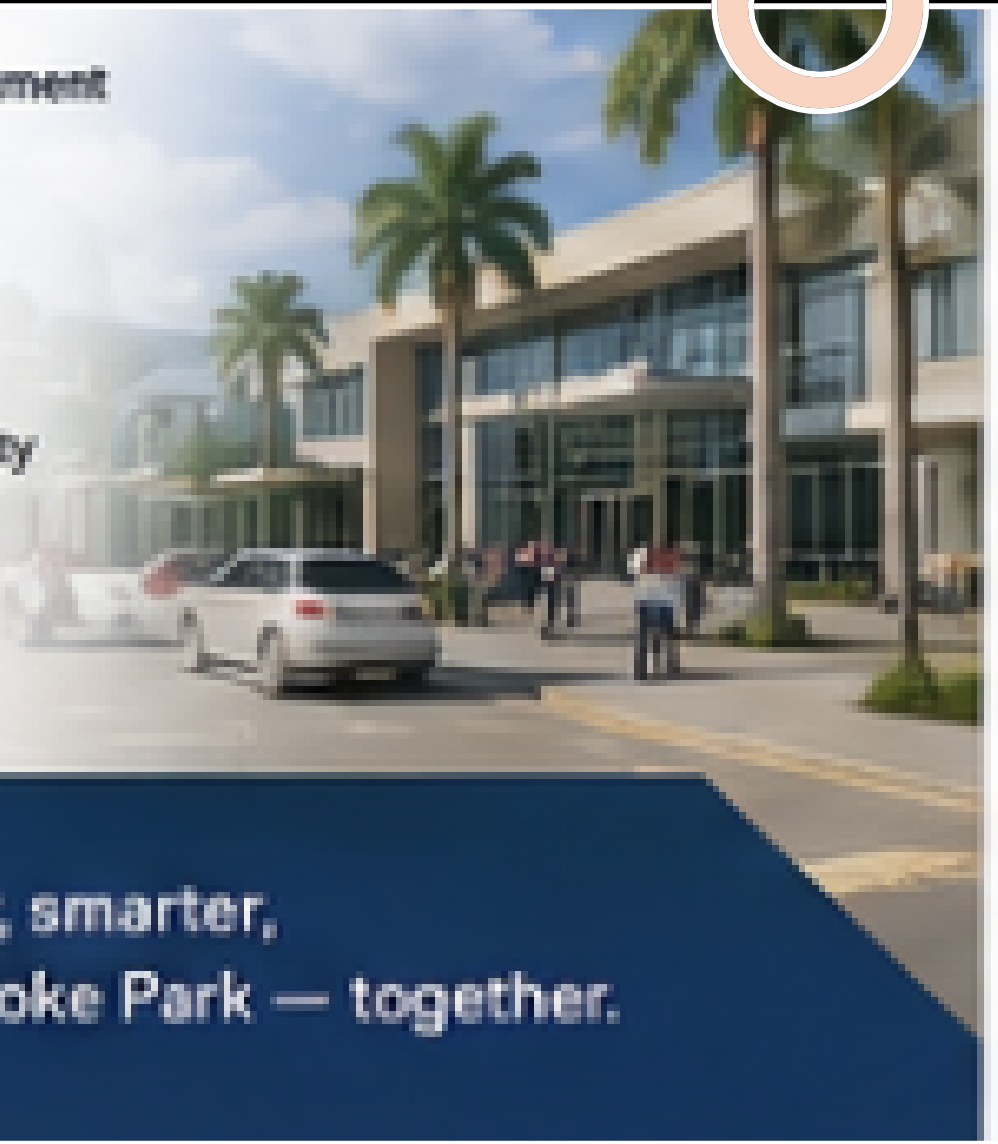
Stronger Community Connections

Safer, More Resilient City

Investing in Our Future


Pembroke Park
Community &
Resilience Center
Serve. Connect. Learn. Play. Grow. Respond.
PEMBROKE PARK
The Small Town that Means Big Business
FLORIDA
PEMBROKE PARK
COMMUNITY &
RESILIENCE CENTER

- Confirm eligibility of Building Department reserves for core functions
- Pursue all applicable grants & funding opportunities
- Engage stakeholders & the community
- Return with final costs, phasing, and implementation plan



Let's build a stronger, smarter, more resilient Pembroke Park — together.

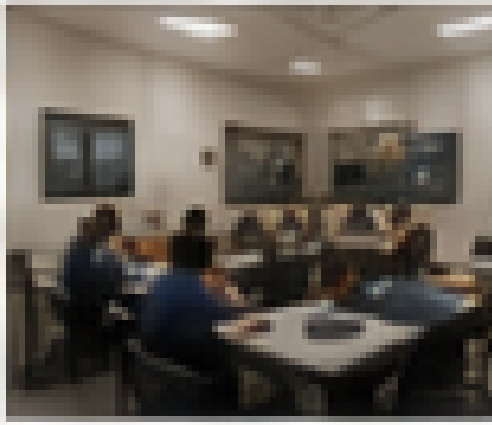
FLOOR 3 – GOVERN & RESPOND



ing Department
rmit Center



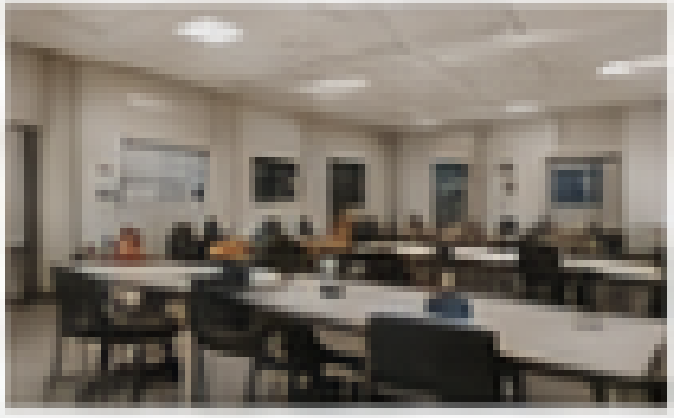
EOC / Emergency
Operations Center



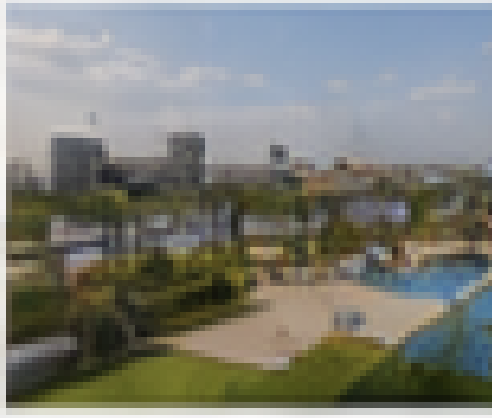
Police / Security
Operations



nquet Hall /
vents Center



Conference /
Training Rooms



Roof Access &
Terrace

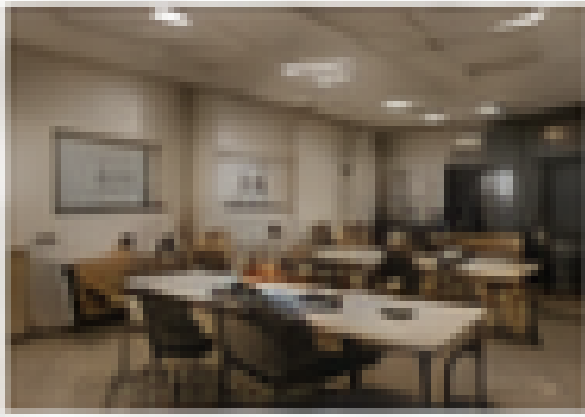
GROUND LEVEL – OPERATIONS & SUPPORT



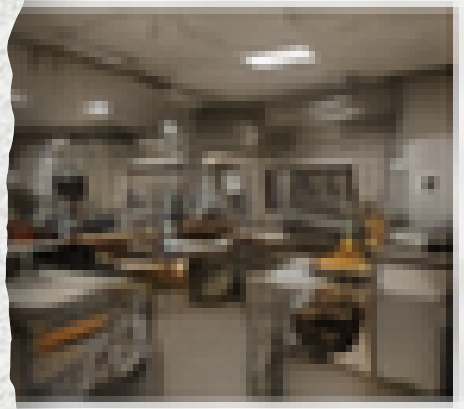
elcome Lobby
Information



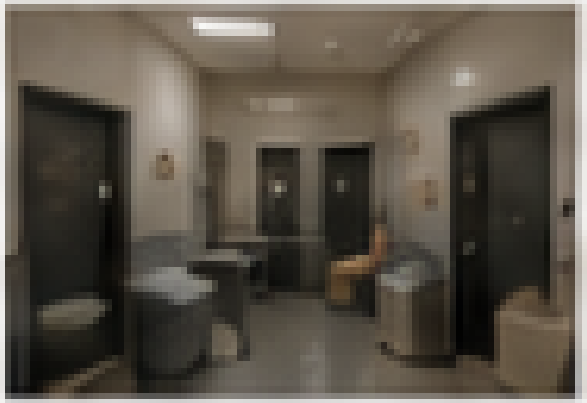
Food Distribution
& Logistics



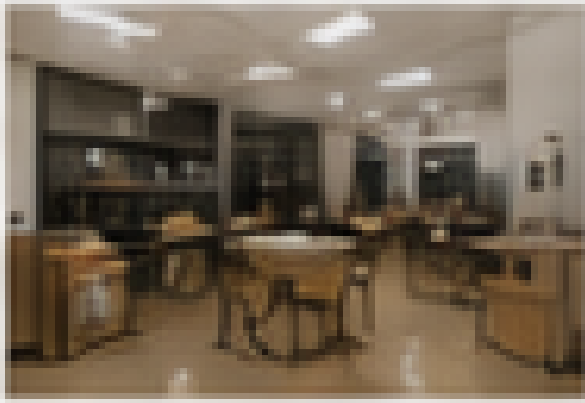
Multi-Purpose
Rooms



mercial Kitchen
& Storage



Restrooms &
Showers



Storage &
Support Spaces

- Children's Area
- Extensive Book Collections
- Meeting Rooms
- Study Rooms
- Digital Media Lab
- Tech Lab

FLOOR 3 – TWO LEVEL LIBRARY

FLOOR 1 – TEACHING KITCHEN & KITCHEN CLASSES



TEACHING KITCHEN – DEMONSTRATION AREA



KITCHEN CLASSROOMS – HANDS ON LEARNING

- Culinary Classes
- Youth Cooking
- Community Events
- Nutrition Education
- Healthy Living Programs
- Incubator Food Business Prep

Agenda Item Report

Subject:	Discussion on feasibility study — Sponsored by HR Director Frishman
Meeting Date:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Human Resources
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Grant Writing Feasibility Study

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

Date: June 3, 2026

To: Town Commission

CC: David Sigerson, Interim Town Manager
Jacob Horowitz, Town Attorney

From: Bradley Frishman, Human Resources & Risk Management Director

Subject: Grant Writing Feasibility Study 2026: Town of Pembroke Park, FL

The Town of Pembroke Park can feasibly sustain and optimize a professional grant writing and legislative consulting structure through its contract with DC Strategies LLC. Operating as a small municipality in Broward County with a permanent population of roughly 6,700 residents, Pembroke Park faces unique infrastructure pressures—particularly given its high concentration of seasonal winter residents and mobile home communities.

This feasibility study analyzes the structural progression from the 2022 Contractual Agreement ($61,600/year) to the reformed 2025 Professional Services Agreement ($110,000/year). It evaluates the return on investment (ROI), operational demands, and strategic alignments required for municipal success.

Municipal Profile & Operational Baseline

- **Population Size:** ~6,700 permanent residents (doubling during winter months).
- **Footprint & Demographics:** Small 1.7 square-mile area with 17 mobile home parks and a 32% homeownership rate, leading to a constrained property tax base.
- **Staffing Reality:** With roughly 75 municipal employees, the Town lacks a dedicated, internal, full-time grant writing department. Outsourcing this function is highly feasible and cost-effective compared to funding multiple in-house salaries and benefits.

This study assumes a standard operational baseline of ~52 unsworn employees operating with basic administrative functions; however, actual oversight reviews paint a far more difficult picture:

- **Inadequate Financial Controls**: The Broward County Office of the Inspector General (OIG) has previously issued scathing reports regarding the Town of Pembroke Park's lack of adequate internal controls.
- **The "Staff Bottleneck" is Underestimated**: Because the OIG historically found systemic issues, the risk of the Town failing to deliver clean, audited financial reports to DC Strategies LLC in time to meet strict federal grant deadlines is extremely high.

Comparative Analysis of Contract Evolution
The contract restructuring reflects a shift from a basic, piece-rate grant acquisition model to an integrated municipal development strategy:

Evaluation Metric	2022 Original Agreement	2025 Reformed Agreement	Strategic & Feasibility Impact
Annual Compensation	$61,600.00 ($5,134/month)	$110,000.00 ($9,166.67/month capped)	78.5% budget increase; justified by expanded service scope.
Grant Capacity	Grant Procurement & Procedure	Unlimited Research, Assembly, & Application Writing	Removes volume barriers; allows the Town to aggressively apply for concurrent federal, state, and county funds.
Legislative Scope	Representation before State & Federal Agencies	Expanded to include County Agencies + Legislative Budget Requests	Enables the consultant to lobby for direct state appropriations (earmarks) in addition to competitive grants.
Staffing & Advisory Duties	None specified	Full development and staffing of Economic Development and Parks & Rec Advisory Committees	Directly links community advisory priorities to grant blueprints, increasing application win rates.
Travel Logistics	Reimbursed upon evidence	Capped $5,000.00 travel allowance included	Predictable expense forecasting for representation at the Florida League of Cities (FLC) and Legislative Fly-ins.

Financial Feasibility & Return on Investment (ROI)
To justify a $110,000 annual expenditure for an independent contractor, the Town must target a minimum 3x to 5x return in secured grant funding ($330,000 – $550,000 annually). This target is highly achievable given the scope of work and the specific funding landscapes available to small Florida municipalities:

Key Mitigation of Success Contingencies
- **No Percentage Fees:** Crucially, the fee structure notes that the *"Contractor does not charge a percentage of any grant funding successfully secured."*
- **Funding Contingency:** Section 3.2 protects the Town's fiscal safety by stating the contract remains in effect *only as long as funds are appropriated annually* by the Town Commission, rendering it safe against mid-year budget crises.

Operational Feasibility & Risk Assessment
Strengths & Facilitators
- **Integrated Committee Alignment:** Per Section 6.5 and 6.6, the contractor assists a third-party consultant in building the Town's Parks Master Plan and implements the Economic Development Feasibility Study. Grantors favor applications that tie directly into adopted municipal master plans, significantly boosting success probability.
- **Sovereign Immunity & Indemnity:** The 2025 contract securely protects the Town by maintaining its sovereign immunity rights under §768.28, Fla. Stat., while forcing the Consultant to fully indemnify the Town against third-party errors, omissions, or intellectual property claims.

Potential Risks & Vulnerabilities
- **Staff Bottlenecks:** Section 6.3 notes that the Town must submit required documents to the Contractor in a timely manner. With only ~75 town employees, staff may struggle to provide financial data, project specs, or

environmental clearances fast enough to hit tight grant deadlines.

- **Match Funding Exposure:** The Town remains solely responsible for all application fees and match funding requirements. A high-volume grant pipeline could inadvertently strain the Town's cash reserves if multiple matching grants are won simultaneously.

Feasibility Conclusions & Recommendations

The professional services agreement with DC Strategies LLC is highly feasible and structurally optimized for a municipality of Pembroke Park's size. It solves the town's lack of internal manpower while capping financial exposure.

The contract expansion from $61,600 to $110,000 is conceptually feasible because the Town cannot hire an internal grant director, compliance manager, and federal lobbyist for $110k total not including any applicable benefits.

However, practically, the feasibility hinges entirely on political stability. If the Town Commission does not strictly clean up internal financial documentation protocols, the external grant writer will miss federal windows due to late data retrieval, dropping the actual ROI to zero.

To maximize the feasibility of this arrangement, the Town should consider implementing some of the following controls:

1. **Establish a Capital Match Reserve:** Set aside a dedicated line item in the annual budget specifically for "Grant Matching Funds" so that won grants do not cannibalize the general funds.
2. **Build an Active Pipeline Tracker:** Maintain a quarterly dashboard measuring *Applications Submitted vs. Grants Awarded* to continuously audit the contract's actual fiscal ROI.

Regards,



Bradley Frishman
Human Resources & Risk Management Director
(754)232-1622
hr@tppfl.gov
3150 SW 52nd Ave
Pembroke Park, FL 33023

Agenda Item Report

Subject:	Motion to approve the repayment and recovery agreement between the Town and Commissioner Hodgkins providing for the repayment of payroll advances, consistent with the recommendation of Forvis Mazar — Sponsored by Interim Town Manager Sigerson and Town Attorney Horowitz – **UPDATED TITLE**
Meeting Date:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Administrative
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Repayment and Recovery Agreement (Hodgkins) 4896-6203-3330 1

REPAYMENT AND RECOVERY AGREEMENT REGARDING DISPUTED PUBLIC-FUND DISBURSEMENTS

THIS REPAYMENT AND RECOVERY AGREEMENT ("Agreement") is entered into this _____ day of_____**,** 2026, by and between the Town of Pembroke Park, Florida ("Town"), and Commissioner Bill Hodgkins ("Recipient").

RECITALS

WHEREAS, on or about December 17, 2024, the former interim Town Manager, at the request of the Recipient, approved a payroll advance payment in the amount of $1,663.26; and

WHEREAS, additional requests for payroll advances from the Recipient were subsequently approved by the former Town Manager and processed by the Town's professional staff; and

WHEREAS, between December 17, 2024 and March 10, 2026, Recipient received pre-tax payroll advances from the Town totaling $84,461.58 (collectively, the "Payroll Advances"); and

WHEREAS, the Recipient affirms that at all times when Payroll Advance requests were made, the Town's professional staff possessed the authority, discretion and opportunity to deny, defer, or escalate such requests for further review, and that such requests were nonetheless approved and processed by the Town staff without objection or condition; and

WHEREAS, on December 24, 2024, the Recipient began repaying the Payroll Advances through deductions of his regular salary as a Town Commissioner; and

WHEREAS, through June 9, 2026, the Recipient had repaid the Town $20,799.00 as the Recipient has continued to make repayments to the Town through the date of the execution of this Agreement through deductions of his regular salary as a Town Commissioner; and

WHEREAS, as of the date of execution of this Agreement, the Recipient owes the Town $72,763.89, which is inclusive of paid taxes and processing fees associated with the Payroll Advances; and

WHEREAS, the Town Commission was unaware of, and did not authorize, the Payroll Advances, and it now seeks to memorialize the terms and conditions of the Recipient's repayment to the Town; and

WHEREAS, the Town Commission further disputes the legality, validity, and authorization of the underlying advance payroll disbursements and expressly reserves all rights regarding the circumstances surrounding such transactions; and

WHEREAS, the Town desires to secure return of public funds and mitigate any continuing financial exposure without ratifying, approving, validating, confirming, waiving, settling, or curing the underlying conduct; and

WHEREAS, Recipient desires to establish a mechanism for repayment of disputed funds while acknowledging that repayment may not resolve any legal, ethical, administrative, or other issues that may arise from the underlying conduct.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties agree as follows:

Sec. 1. Purpose and Scope of Agreement

1.1 Collection Device Only. This Agreement is intended solely as a collection and recovery mechanism designed to facilitate repayment and protection of public funds.

1.2 No Ratification or Validation. Execution of this Agreement shall not constitute, and shall not be construed as: (a) approval of the underlying disbursements; (b) ratification; (c) validation; (d) confirmation; (e) adoption; (f) waiver; (g) cure; (h) settlement; (i) release; (j) compromise; or (k) accord and satisfaction of the Payroll Advances.

The Town Commission expressly maintains its position that the underlying disbursements were unauthorized unless and until lawfully determined otherwise. The Town Commission further affirms that it is in the best interests of the citizens and residents of the Town to ensure the repayment of all unauthorized disbursements of public funds in accordance with the terms and conditions set forth herein.

Sec. 2. Acknowledgement of Disputed Amount.

2.1 Recipient acknowledges that the Town asserts that public funds were disbursed in an amount presently calculated as:

Outstanding Amount Claimed by Town: **$72,763.89**.

Pre-tax Payroll Advance Breakdown:

Advance Payment -	$84,461.58
Repayment (6/9) -	$20,799.00
Payment Outstanding -	$63,662.58
FICA -	$6,461.31
ADP Processing -	$2,640.00
Total owed to Town:	**$72,763.89**

2.2 Recipient's execution of this Agreement shall not constitute an admission regarding legality, fault, misconduct, intent, or liability beyond acknowledgment that the Town seeks recovery of the stated amount.

2.3 No admission of wrongdoing. Nothing in this Agreement shall be construed as an admission of wrongdoing, fault, liability or misconduct by either Party. The Town's execution of this Agreement does not constitute an acknowledgement that any person acted improperly in

process the Payroll Advances, and the Recipient's execution of this Agreement does not constitute an admission that the Recipient acted improperly in requesting them. Both Parties acknowledge that that Town's professional staff could have denied the Recipient's requests for the Payroll Advances.

Sec 3. Repayment Terms

3.1 Recipient agrees to repay the amount asserted by the Town through a deduction in the amount of $1,000 per paycheck from the regular salary Recipient receives as a member of the Town Commission. At the Recipient's request, the Town may enter into an alternate payment plan to ensure satisfaction of the repayment obligation, subject to the approval of the Town's Finance Director and Town Manager.

3.2 Payments may continue to be deducted from the Recipient's regular salary as a member of the Town Commission; however, Recipient and Town acknowledge that the Recipient's repayment obligation may extend beyond the Recipient's current term as a member of the Town Commission. Recipient's obligation to repay the Town shall survive his current term of office, and nothing contained herein shall release Recipient from the obligation to repay the Town in full. The Recipient further agrees that the Town has the right to pursue repayment from the Recipient's estate, heirs or assigns, including the recovery through the Recipient's life insurance policy, until the Payroll Advances are repaid and satisfied in full, if necessary.

Sec. 4. Reservation of Rights

4.1 Reservation of All Claims. The intent of this Agreement is to ensure the full repayment of the Payroll Advances, including any related costs or expenses. Without waiving any action available now or later discovered, the Town affirms that it does not intend to pursue any further recourse against the Recipient upon full repayment and satisfaction of all Payroll Advances.

4.2 Repayment Does Not Resolve Claims. Repayment, whether partial or complete, shall not: (a) prevent investigation; (b) terminate existing investigations (c) preclude referral to oversight agencies (d) resolve ethical issues; (e) extinguish legal claims; (f) bar disciplinary proceedings; (g) prevent audit findings; or (h) limit future remedies.

Sec. 5. Separation from Investigations

5.1 Repayment under this Agreement is entirely independent of any criminal, ethics, administrative, oversight, audit, or investigative process. The Parties further agree to cooperate with any third-party agencies investigating the Payroll Advances.

5.2 No repayment obligation shall be conditioned upon: (a) dismissal of complaints; (b) withdrawal of referrals; (c) cessation of investigations; (d) cooperation restrictions; or (e) any agreement that the matter "goes away."

Sec. 6. Record Preservation

Recipient shall preserve and not destroy, alter, conceal, or delete any records potentially related to the underlying transactions, including but not limited to: (a) payroll records; (b) salary advance forms; (c) electronic communications; (d) directives; (e) text messages; (f) accounting records; (g) metadata; (h) repayment records; and (i) audit materials.

Sec. 7. Default

Recipient shall be in default if: (a) payment is not timely made; (b) material information is intentionally concealed; (c) records are intentionally destroyed; or (d) any representation materially affecting repayment proves false.

Upon default, the Town, at the direction of the Town Commission, may pursue any legal or equitable remedies available without further notice.

Sec. 8. No Waiver

No action by the Town, including acceptance of payments, delay in enforcement, negotiations, or communications, shall constitute waiver of any right or remedy.

Sec. 9. No Release

Nothing in this Agreement releases any claims, defenses, investigations, liabilities, or proceedings.

Sec. 10 Governing Law

This Agreement shall be governed by the laws of the State of Florida.

Sec. 11. Entire Agreement and Review by Counsel

This Agreement represents the entire agreement concerning repayment mechanics only and does not alter the Town's legal position regarding the underlying conduct. Both Parties acknowledge that they have had the opportunity to review this Agreement with legal counsel, should they choose to do so.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

TOWN OF PEMBROKE PARK

By: _____

Name: _____

Title: _____

Approved as to legal form:

_____
Jacob G. Horowitz, Town Attorney

Date: _____

RECIPIENT

William Hodgkins

Signature: _____

Date: _____

ATTEST:

_____
Town Clerk

Agenda Item Report

Subject:	Discussion on Fire Fee and Milage Rate — Sponsored by Mayor Jacobs
Meeting Date:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Commission
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. 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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Fire Assessment Funding Requirement 7

Incident Data Distribution by Land Use 8

Fire Assessment Cost Allocation 10

Property Units 11

Calculated Fire Assessment Rate Schedule 11

Appendices:

Appendix A: Pembroke Park Fire Rescue Incident Data

Appendix B: Property Code Classifications

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.

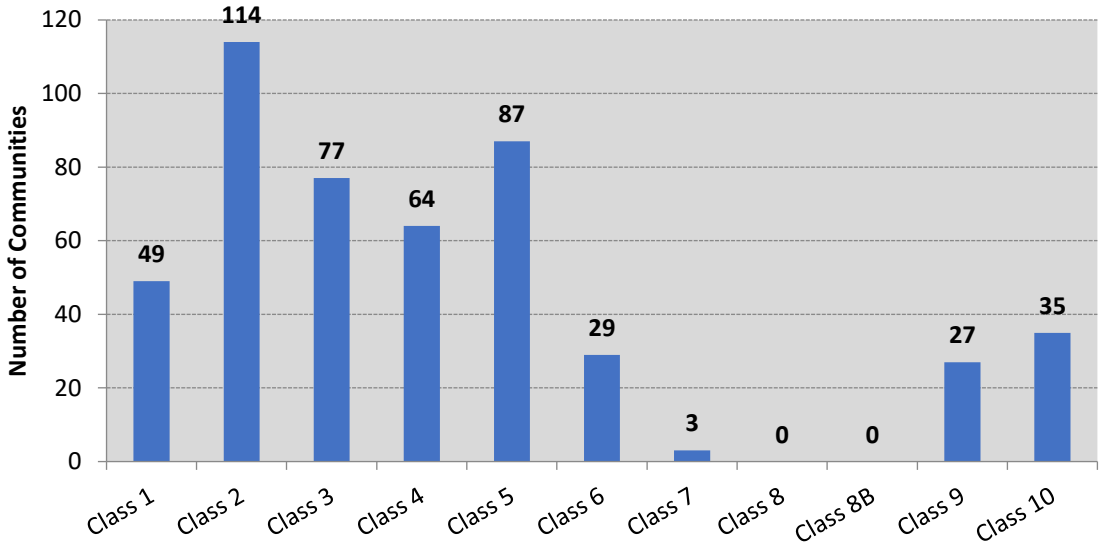
Measurement of a community's fire protection services is provided through the Insurance Services Office (ISO), which collects information on municipal fire protection efforts throughout the United States. Ratings by the ISO are accepted by the insurance industry and by fire departments nationwide as 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 on attorney fees and possible action for reimbursement on the matter of Babette Friedman v Town of Pembroke Park — Sponsored by Mayor Jacob
Meeting Date:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	Geoffrey Jacobs, Mayor
Dept/Group:	Commission
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

None

Agenda Item Report

Subject:	Consideration and approval to sponsor a package for the Broward County AFL-CIO Labor Ball — Sponsored by Commissioner Mohammed
Meeting Date:	Regular Commission Meeting - June 10, 2026
Prepared For:	Town Commission
Staff Conact:	
Dept/Group:	Commission
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

None