



Agenda

Special Commission Meeting

1:00 PM - Monday, June 29, 2026
Commission Chambers

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. DELETIONS OR WITHDRAWALS TO THE AGENDA
5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
6. NEW BUSINESS
 - 6.1 Consideration and authorization for the Town to execute the Second Amendment to the Interlocal Agreement establishing the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County - Acting Clerk Commissioner Morrissette
RESOLUTION NO: 2026-060
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FL, APPROVING THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; AUTHORIZING THE APPROPRIATE OFFICIAL TO EXECUTE THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT; AUTHORIZING THE TOWN CLERK TO PROVIDE A COPY OF THIS RESOLUTION AND THE EXECUTED SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
 - 6.2 Consideration and approval of Budget Amendment — Sponsored by Interim Town Manager Sigerson
RESOLUTION NO: 2026-061
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.

- 6.3 Discussion and possible action to change work order for improvements to the Third Floor Conference room — Sponsored by Interim Town Manager Sigerson and IT Director Pakula
RESOLUTION NO: 2026-062
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A CHANGE WORK ORDER FOR THE THIRD FLOOR MANAGER’S CONFERENCE ROOM IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED \$50,000 PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.
- 6.4 Consideration and approval of Work Order – Phase 1 Conceptual Design Services for the New Multi-Purpose Community Center — Sponsored by Interim Town Manager Sigerson
RESOLUTION NO: 2026-063
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A WORK ORDER WITH CPH CONSULTING, LLC FOR PHASE 1 CONCEPTUAL DESIGN SERVICES FOR THE NEW MULTI-PURPOSE COMMUNITY CENTER ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.
- 6.5 Discussion and direction regarding scheduling the Health Fair currently set for November 8, 2026 - Sponsored by Commissioner Mohammed

7. COMMISSIONER COMMENTS

8. ATTORNEY COMMENTS

9. TOWN MANAGER COMMENTS

10. ANNOUNCEMENTS

- 10.1 Special Magistrate Hearing, Wednesday, July 15, 2026 at 9:00 a.m.
 Workshop Commission meeting, Wednesday, August 26, 2026 at 6:00 p.m.
 Regular Commission meeting, Wednesday, September 9, 2026 at 7:00 p.m.

SPECIAL EVENTS

Food Giveaways:

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

11. 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:	<p>Consideration and authorization for the Town to execute the Second Amendment to the Interlocal Agreement establishing the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County - Acting Clerk Commissioner Morrissette</p> <p>RESOLUTION NO: 2026-060</p> <p>A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FL, APPROVING THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; AUTHORIZING THE APPROPRIATE OFFICIAL TO EXECUTE THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT; AUTHORIZING THE TOWN CLERK TO PROVIDE A COPY OF THIS RESOLUTION AND THE EXECUTED SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.</p>
Meeting Date:	Special Commission Meeting - June 29, 2026
Prepared For:	Special Commission
Staff Contact:	David Sigerson, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to Consider:	

Background Information:	The Solid Waste authority has requested the town enter second amendment to the interlocal agreement.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Attachments:

1. Second Amendment to ILA
2. 2026-060 Resolution Approving Second Amendment Solid waste
3. 2026-041 - Amendment to Interlocal Agreement for solid waste disposal

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

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

RECITALS

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

B. The ILA became effective on August 16, 2023 (“ILA Effective Date”). It requires the adoption of a Facilities Amendment within thirty-six (36) months of the ILA Effective Date as part of the Formation Conditions. A Facilities Amendment, as defined in Section 3.3 of the ILA (“Facilities Amendment”), is currently being considered by the Parties pursuant to that requirement.

C. Section 3.3 of the ILA provides that, to be effective, a Facilities Amendment must be approved by the Broward County Board of County Commissioners and by the governing bodies of municipalities representing at least eighty percent (80%) of the total population of the Municipal Parties to the ILA. Any Municipal Party that fails to deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment by August 15, 2026, will be deemed to have withdrawn from the Authority and ILA.

D. The Parties have requested a further amendment to the ILA, to be effective after the Facilities Amendment is effective, that will provide for two options to withdraw from the ILA, one within 45 days after the Executive Committee recommends the award of contracts resulting from the RFP process for yard trash processing, recyclable material processing and municipal solid waste disposal, and the other on August 16, 2048.

E. Those Parties, including the County, that timely deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment are hereinafter referred to as the “Remaining Parties.”

F. The ILA provides in Section 16.1.3., that any amendment to the ILA that substantively modifies any of the provisions, or that concerns any of the subjects listed in such section, will not be

effective unless approved by every Party's elected body. Section 16.1.3.2 lists Article 4 (Duration) as one of the provisions that require approval of every Party to the ILA.

G. The Parties intend for this Second Amendment to be effective after the Facilities Amendment is effective, and thus requires approval by the elected bodies of all of the Remaining Parties, including the County.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the ILA.
2. Section 4.1 of the ILA entitled "Effective Date and Initial Term" is hereby amended as follows (with such deletions set as ~~strikethroughs~~ and such additions set as underlines):

4.1. Effective Date and Initial Term. This Agreement will be effective on the first business day after it has been executed by: (a) Municipal Parties representing at least seventy-five percent (75%) of the population of Broward County; and (b) County ("Effective Date"). This Agreement begins on the Effective Date and continues for a period that ends forty (40) years after the Effective Date ("Initial Term"). Subject to Articles 3 and 17, and except as otherwise provided in this Section 4.1, no Party may terminate or otherwise withdraw from this Agreement during the Initial Term.

4.1.1. Notwithstanding anything to the contrary contained herein, any Municipal Party and the County (solely as to obligations relating to System Waste generated within the unincorporated areas within Broward County, but not with regard to its other rights and obligations under this Agreement and the Facilities Amendment) may withdraw from this Agreement if that governing body adopts a resolution approving the withdrawal of such Party from the Agreement and it is delivered to the Authority within 45 days after the Executive Committee recommends the award of contracts resulting from the RFP process for yard trash processing, recyclable material processing and municipal solid waste disposal, which recommendations shall be made no earlier than October 1, 2027 and no later than November 15, 2027 (which dates may be extended by majority vote of the Governing Board).

4.1.2. Notwithstanding anything to the contrary contained herein, any Municipal Party and the County (solely as to obligations relating to System Waste generated within the unincorporated areas within Broward County, but not with regard to its other rights and obligations under this Agreement and the Facilities Amendment) may withdraw from this Agreement on the date that is twenty-five (25) years after the Effective Date (August 16, 2048), provided that such withdrawing Party's governing body adopts a resolution approving the withdrawal of such Party from the Agreement and it is delivered to the Authority prior to August 16, 2047.

4.1.3. Except for provisions that survive expiration or termination of this Agreement (and with regard to the County’s rights and obligations under this Agreement and the Facilities Amendment other than with regard to commitment of System Waste generated within the unincorporated areas of Broward County, all of which rights and obligations survive County withdrawal from this Agreement), a Party that withdraws from this Agreement pursuant to Section 4.1.1 or 4.1.2 will have no further rights, duties, or obligations hereunder, including, without limitation, that such Party will not have any representative on the Governing Board or the Executive Committee. Notwithstanding the foregoing, any Party that withdraws pursuant to this section will not be prevented from rejoining at a later date pursuant to Section 5.2. If Municipal Parties representing more than 20% of the total population of all of the Municipal Parties withdraw, and the Governing Board determines, by majority vote, that the Authority should no longer continue in existence, then this Agreement will terminate on a date set by the Governing Board and the provisions of Article 21 relating to Wind Down of Authority will be followed.

3. All other provisions of the ILA, as amended by the Facilities Amendment, remain in full force and effect.

4. **Second Amendment Effective Date; Counterparts and Multiple Originals.** This Second Amendment will be deemed effective on the later of August 17, 2026, or the first business day after it has been executed and delivered to the Authority by all of the Remaining Parties as of August 16, 2026, including the County (“Second Amendment Effective Date”). This Second Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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

[SIGNATURE PAGES OF PARTIES TO FOLLOW]

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

MUNICIPAL PARTY

MUNICIPALITY: _____

ATTEST:

By: _____

MUNICIPAL MAYOR

MUNICIPAL CLERK

Print Name

____ day of _____, 20__

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

Municipal Attorney

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

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 20__

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

By _____
Attorney's Name (Date)
Senior Assistant County Attorney

By _____
Attorney's Name (Date)
Deputy County Attorney

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

JOINDER BY AUTHORITY

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

RESOLUTION NO. 2026-060

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

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

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

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

WHEREAS, in order for the Facilities Amendment to be effective, it must be approved by the elected bodies of: (a) Municipal Parties representing at least eighty percent (80%) of the total population of the Municipal Parties; and (b) the County by August 15, 2026;

WHEREAS, the Town Commission of the Town of Pembroke Park has approved the Facilities Amendment;

WHEREAS, the Executive Committee and Governing Board have each unanimously also recommended this further amendment to the ILA, to be effective after the Facilities Amendment is effective, that would provide for two separate options for Parties to withdraw from the ILA, the first option to be exercised by the governing body of the Party adopting a resolution approving the withdrawal of such Party from the ILA and it is delivered to the Authority within 45 days after the Executive Committee recommends the award of contracts resulting from the RFP process for yard trash processing, recyclable material processing and municipal solid waste disposal, which recommendations shall be made no earlier than October 1, 2027 and no later than November 15, 2027 (which dates may be extended by majority vote of the Governing Board) and a second option for Parties to withdraw on the date that is twenty-five (25) years after the Effective Date (August 16, 2048), provided that such withdrawing Party’s governing body adopts a resolution approving the withdrawal of such Party from the ILA and it is delivered to the Authority prior to August 16, 2047;

WHEREAS, those Parties, including the County, that timely deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment are hereinafter referred to as the “Remaining Parties”;

WHEREAS, the ILA provides in Section 16.1.3. that any amendment to the ILA that substantively modifies any of the provisions, or that concerns any of the subjects listed in such section, will not be effective unless approved by every Party’s elected body;

WHEREAS, Section 16.1.3.2 lists Article 4 (Duration) as one of the provisions that require approval of every Party to the ILA;

WHEREAS, the Parties intend for the Second Amendment to be effective after the Facilities Amendment is effective and thus requires approval by the elected bodies of all of the Remaining Parties, including the County; and

WHEREAS, the Town Commission of the Town of Pembroke Park, deems it to be in the best interest of the Town to support providing two separate options for Parties to withdraw from the ILA, that would provide for two separate options for Parties to withdraw from the ILA, the first option to be exercised by the governing body of the Party by adopting a resolution approving the withdrawal of such Party from the ILA and it is delivered to the Authority within 45 days after the Executive Committee recommends the award of contracts resulting from the RFP process for yard trash processing, recyclable material processing and municipal solid waste disposal, which recommendations shall be made no earlier than October 1, 2027 and no later than November 15, 2027 (which dates may be extended by majority vote of the Governing Board) and a second option for Parties to withdraw on the date that is twenty-five (25) years after the Effective Date (August 16, 2048), provided that such withdrawing Party’s governing body adopts a resolution approving the withdrawal of such Party from the ILA and it is delivered to the Authority prior to August 16, 2047.

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

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

SECTION 2. The Second Amendment attached hereto as Exhibit “A” is approved.

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

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

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

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

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

PASSED AND ADOPTED this 29th 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. 2026-041

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

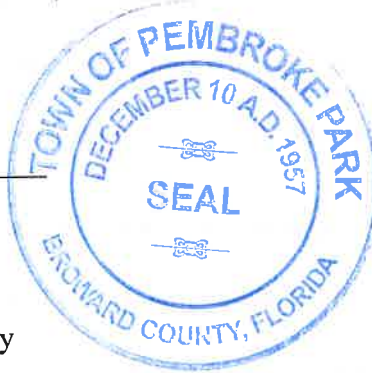
Signed by:
Geoffrey Jacobs
E71F54705D88433

MAYOR GEOFFREY JACOBS

ATTEST:

Signed by:
Cynthia Garcia-Lima
410D02AC7D4A446...

CYNTHIA GARCIA-LIMA
Town Clerk



Approved as to form and legal sufficiency

DocuSigned by:
Jacob Horowitz
A563A1DDEFD5417

JACOB G. HOROWITZ
Town Attorney

EXHIBIT A



Agenda Item Report

Subject:	<p>Consideration and approval of Budget Amendment — Sponsored by Interim Town Manager Sigerson RESOLUTION NO: 2026-061</p> <p>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.</p>
Meeting Date:	Special Commission Meeting - June 29, 2026
Prepared For:	Special Commission
Staff Contact:	David Sigerson, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	The funds will be transferred from the reserves and placed in the non-departmental account.
Alternatives:	

Attachments:

1. 2026-061 - Reso (Budget Amendment FY2025-2026) - third amendment
2. Exhibit A

RESOLUTION NO. 2026-061

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, on June 10, 2026, the Town Commission adopted Resolution No. 2026-055, 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 29th 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

Town of Pembroke Park General Fund Expenditures

Exhibit A
Budget Amendment #4 FY 2026
 This budget amendment is an estimated amount to have available funds to be able to make budget transfers within the General fund (001)

Budget Amendment 4	
Additional Funding from unassigned fund balance	Amount
To fund unbudgeted items for FY2026	300,000
Total budget amendment request for non departmental	300,000
Total budget amendment request for non departmental	300,000

001-510519-340900-00-0000-Other Contractual 300,000.00

Revenue / Source of Funds:	Account Number	Description	Current budget	Amendment
	001-000000-271001-00-0000	Fund Balance	0	300,000.00
	001-510519-340900-00-0000	Other Contractual	0	300,000.00

Prepared by: Lisette Rodriguez

Approved by: David Sigerson



Agenda Item Report

Subject:	<p>Discussion and possible action to change work order for improvements to the Third Floor Conference room — Sponsored by Interim Town Manager Sigerson and IT Director Pakula</p> <p>RESOLUTION NO: 2026-062</p> <p>A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A CHANGE WORK ORDER FOR THE THIRD FLOOR MANAGER’S CONFERENCE ROOM IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED \$50,000 PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.</p>
Meeting Date:	Special Commission Meeting - June 29, 2026
Prepared For:	Special Commission
Staff Contact:	David Sigerson, Town Manager, Mark Pakula, IT Director
Dept/Group:	Administrative
Recommendation for Counsel to Consider:	
Background Information:	Approval is requested for a Change Work Order to complete additional improvements required for the Third Floor Manager’s Conference Room. The requested authorization is not to exceed \$50,000. This change is necessary to address scope adjustments.
Staff Recommendations:	
Procurement:	

Financial Implications:	The total cost of the proposed change work order shall not exceed \$50,000. Funding is available within the existing project budget allocation for capital improvements.
Alternatives:	

Attachments:

1. 2026-062 - change order for third floor conference
2. Agreement_Headway_Construction_FULLY EXECUTED

RESOLUTION NO. 2026-062

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A CHANGE WORK ORDER FOR THE THIRD FLOOR MANAGER’S CONFERENCE ROOM IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED \$50,000 PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission has previously approved the renovation and improvement of the Third Floor Manager’s Conference Room to support operational, technological, and meeting-space needs; and

WHEREAS, prior to the commencement of the project, additional work was identified, including interior finish modifications, and adjustments, which were not included in the original project scope; and

WHEREAS, these changes are necessary to ensure the conference room meets current functional, safety, and performance requirements; and

WHEREAS, staff recommends approval of a Change Work Order to complete the additional work, with additional total expenditures not to exceed \$50,000; and

WHEREAS, sufficient funding is available within the approved improvement budget.

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 approves the Change Work Order for the Third Floor Manager’s Conference Room in an additional amount not to exceed \$50,000 and authorizes the appropriate Town officials to execute all necessary documents and take all actions required to implement this resolution.

Section 3. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

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

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

PASSED AND ADOPTED this 29th day of June, 2026.

MAYOR GEOFFREY JACOBS

ATTEST:

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

JACOB HOROWITZ
Town Attorney

AGREEMENT

THIS IS AN AGREEMENT (the “Agreement”), dated this ____ day of 10/21/2025
2025 by and between:

THE TOWN OF PEMBROKE PARK, FLORIDA, a municipal
corporation organized and existing under the laws of the State of
Florida, (hereinafter referred to as "TOWN");

and

HEADWAY CONSTRUCTION, LLC, a Florida Limited Liability
Company, (hereinafter "CONTRACTOR").

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, TOWN and CONTRACTOR agree as follows:

SECTION 1 PREAMBLE

1.1 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 herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based. TOWN has obtained a proposal from CONTRACTOR to construct the following project:

3rd Floor Renovations (ARPA) ITB # 25-03
(hereinafter “Project”)

SECTION 2 SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies, equipment, and labor necessary to perform all of the work described in **Exhibit “A”** attached hereto (“Proposal”).

2.2 CONTRACTOR hereby represents to TOWN, with full knowledge that TOWN is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the proper licenses, professional expertise, experience, product supply, labor, equipment, and resources to perform the services to be provided by CONTRACTOR pursuant to the terms and timeframe of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good construction practice. The CONTRACTOR shall warrant and correct any defective or faulty work for one (1) year after completion of the Project, provided that Town gives written notice to Contractor of any such defective or faulty work in a timely manner. This warranty shall survive expiration or termination of the Agreement.

2.4 CONTRACTOR hereby agrees to commence work under this contract within ten (10) calendar days of the Commencement Date specified in the written "Notice to Proceed," and to achieve Substantial Completion without interruption within sixty (60) calendar days thereafter and to achieve Final Completion without interruption within fifteen (15) calendar days thereafter.

2.5 Time is the essence of the contract. In the event the CONTRACTOR shall fail to timely commence the work following Notice to Proceed or fail in the performance of the work specified and required to be performed within the time line set forth in the contract, after due allowance for any extension or extensions of time made in accordance with the Contract, the CONTRACTOR shall be liable to the TOWN, as liquidated damages, the amount stipulated herein below for each and every calendar day that the CONTRACTOR shall be in default of achieving certification of Substantial Completion or Final Completion.

2.6 CONTRACTOR shall obtain written approval from the TOWN of all subcontractors CONTRACTOR shall notify the Project Manager in writing of any change in the names and addresses of each subcontractor proposed for principal parts of work, and any changes in subcontractors from those proposed in CONTRACTOR's bid proposal, and for such others as the Project Manager may direct, and shall not employ any that TOWN may, within a reasonable time, object to as incompetent or as unfit.

2.7 CONTRACTOR shall pay promptly, before final settlement, any and all claims or liens by subcontractors or material suppliers, incurred in and about this work, provided that Town has paid Contractor any and all sums due Contractor so that Contractor has the ability to pay any and all such claims thereto.

2.8 CONTRACTOR shall remove and clean up all rubbish, debris, excess material, temporary structures, tools and equipment from streets, alleys, parkways and adjacent property that may have been used or worked on by the CONTRACTOR in connection with the Project promptly as such section or portion is completed and ready for use, leaving the same in a neat and presentable condition.

2.9 CONTRACTOR shall observe and comply with the provisions of the charter, ordinances, codes and regulations of the TOWN.

2.10 The CONTRACTOR will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof and will be required to make good at its own cost any damage or injury occurring from any cause resulting from its acts or omissions, or the acts or omissions of their subcontractors or suppliers.

2.11 The CONTRACTOR represents that the CONTRACTOR, subcontractors, material and equipment suppliers have compared Phasing, Demolition, Architectural, Structural, Mechanical, Electrical, Plumbing, Civil and Site Drawings and Specifications, if applicable, and have compared and reviewed all general and specific details on the Drawings, and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge base of a licensed general contractor, subcontractors, trades persons, manufacturers or other parties required to carry out the Project involved in this Agreement, have been either corrected or clarified prior to execution of this Agreement.

SECTION 3 SITE CONDITIONS

CONTRACTOR shall have the sole responsibility of satisfying itself concerning the nature and location of work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability, quantity and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities as depicted on contract documents, and through verification with local utility companies and the TOWN, physical conditions of existing construction, topography and ground surface conditions; subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; the nature of the ground water conditions; equipment and facilities needed preliminary to and during performance of the Agreement; and all other matters which can in any way affect performance of the Agreement, or the cost associated with such performance. The failure of CONTRACTOR to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Agreement.

SECTION 4 DIFFERING SITE CONDITIONS

4.1 CONTRACTOR shall notify TOWN, within seventy-two (72) hours of discovery, in writing and before proceeding with any work which CONTRACTOR believes constitutes a differing site condition with respect to: (1) subsurface or latent physical conditions at the jobsite differing materially from those indicated in this Agreement; (2) unknown physical conditions at the jobsite, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, or (3) any other conditions on the site which differ from those as either contracted for or as represented by TOWN to the CONTRACTOR.

4.2 TOWN will, as promptly as practicable, investigate such conditions, and if it is determined that such conditions do materially differ and cause an increase or decrease in CONTRACTOR's cost of or the time required for performance of any part of any work under this Agreement, an equitable adjustment will be made and the Agreement modified in writing accordingly through a Field Change Directive. No claim of CONTRACTOR under this clause will be allowed unless CONTRACTOR has given the required written notice.

SECTION 5 CONTRACT SUM

5.1 The TOWN hereby agrees to pay CONTRACTOR the amount not to exceed Fifty-Five Thousand Six Hundred and Six 38/100 Dollars (\$55,606.38) for the faithful performance of this Agreement as provided for herein and in the Proposal.

SECTION 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Agreement, the CONTRACTOR shall protect the TOWN'S property and properties adjoining the work sites from all damage whatsoever, including vehicles, driveways, streets, grass, landscape, etc., on account of the work being carried on pursuant

to this Agreement. CONTRACTOR will preserve from damage all property along the line of work or which is in the vicinity or is in any way affected by the work.

6.2 The CONTRACTOR shall erect and maintain all necessary barricades, suitable and sufficient lights if needed, danger signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public.

6.3 The TOWN reserves the right to issue a stop work order to the CONTRACTOR for unsatisfactory performance of any obligations of this Agreement at any time the TOWN determines the CONTRACTOR is not meeting the expectations of this Agreement, or any breaches by CONTRACTOR of its obligation to protect property pursuant to this Section 6, provided, however, that Town shall give proper written notice of its intention to issue a stop work order pursuant to the terms and conditions of this Agreement which shall provide to CONTRACTOR a ten (10) day period with which to remedy and/or correct TOWN's claims as stated in their written notice to CONTRACTOR thereto.

SECTION 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the TOWN, its elected and appointed officials, officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, its employees, servants, agents, and Subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of CONTRACTOR, or any of the CONTRACTOR's agents, servants, or employees during the performance of the work before the estimates have become due under this Agreement, the TOWN may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the TOWN as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

7.2 Nothing in this clause shall preempt any claims for gross negligence, recklessness, or intentional wrongful misconduct of TOWN, its employees, servants, agents, and other contractors and TOWN shall agree to protect, defend, indemnify, and hold harmless CONTRACTOR, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the conditions of the site, to the extent caused by the gross negligence, recklessness, or intentional wrongful misconduct of TOWN, its employees, servants, agents, and other contractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or

workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. TOWN further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any gross negligence of TOWN, or any of TOWN'S agents, servants, or employees during the performance of the work before the estimates have become due under this Agreement. Notwithstanding anything contained herein to the contrary, the liability of TOWN is limited to the amounts provided for under section 768.28, Florida Statutes.

7.3 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the Parties to this Agreement herein and that Section 725.06, Florida Statutes, requires a specific consideration be given thereof. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to each, respective party's responsibility to indemnify.

7.4 This Section 7 shall survive expiration or termination of this Agreement.

SECTION 8 INSURANCE

8.1 The CONTRACTOR shall provide and maintain in force at all times during the Agreement with the TOWN such insurance, including Workers' Compensation, Employer's Liability, Comprehensive General Liability Insurance, and Automobile Liability Insurance as will assure to the TOWN the protection contained in the foregoing indemnification undertaken by the CONTRACTOR, including the following:

- a. Workers' Compensation Statutory limits.
- b. Employer's Liability \$100,000.00.
- c. Commercial General Liability Insurance (combined Bodily Injury/Property Damage. Exposures to be covered are: premises; operations; products/completed operations and certain contracts) with limits of no less than \$1,000,000.00, including TOWN as an additional insured.
- d. Automobile 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 \$300,000.00 per occurrence.

8.2 CONTRACTOR shall ensure that its Insurance provides adequate coverage consistent with its obligations under this Agreement.

8.3 A Certificate of Insurance acceptable to the TOWN shall be provided listing the above coverages and providing thirty (30) days prior written notice (or such other notice as is required by the Policy of Insurance) to the TOWN in the case of cancellation or change of insurer. Should CONTRACTOR permit any required coverage to lapse, TOWN may, but is not required to, immediately terminate this Agreement. The TOWN shall be named as an additional insured on the Liability Policies with a waiver of subrogation on the Workers' Compensation/Employees.

8.4 CONTRACTOR is advised to require all of its' Subcontractors to provide the aforementioned coverage as well as any other coverages that the Agreement may consider necessary, and any deficiency in the coverages or policy limits of any Subcontractors will be the sole responsibility of the CONTRACTOR. CONTRACTOR shall provide proof of coverage by its Subcontractors upon TOWN'S request.

SECTION 9 WARRANTIES AND ATTORNEYS FEES

CONTRACTOR warrants that its services are to be performed within the limits prescribed by the TOWN with the usual thoroughness and competence of the construction trade. 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 paralegal fees at both the trial and appellate levels, to the extent permitted by law.

SECTION 10 INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that CONTRACTOR is an independent contractor under this Agreement and not the TOWN's employee for any 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. CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with TOWN, Broward County, State of Florida or Federal policies, rules or regulations. CONTRACTOR agrees that it is a separate and independent enterprise from the TOWN, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between CONTRACTOR and the TOWN and the TOWN will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

SECTION 11 MISCELLANEOUS

- a. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.
- b. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

- c. If any portions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such provisions had not been included.
- d. In accordance with the Public Records Law, CONTRACTOR agrees to permit TOWN to examine all records and grants TOWN the right to audit any books, documents and papers that were generated during the course of administration of this Agreement.
- e. Public Records. The TOWN is public agency subject to Chapter 119, Florida Statutes. CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:
 - 1. Keep and maintain public records required by the TOWN to perform the service;
 - 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;
 - 3. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after CONTRACTOR transfers the records in its possession to the TOWN; and
 - 4. Upon completion of the contract, CONTRACTOR shall transfer to the TOWN, at no cost to the TOWN, all public records in CONTRACTOR's possession. All records stored electronically by CONTRACTOR 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.
 - 5. The failure of CONTRACTOR to comply with the provisions set forth in the Agreement shall constitute a default and breach of the Agreement, for which, the TOWN may terminate the Agreement. **Failure to comply with said statutory requirements may subject VENDOR to penalties under 119.10, Florida Statutes, as amended.**

IF 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:

**TOWN CLERK
3150 S.W. 52ND AVENUE
PEMBROKE PARK, FLORIDA 33023
(954) 966-4600
TOWNCLERK@TPPFL.GOV**

- f. CONTRACTOR shall comply with the provisions of Sections 2-58(v), 2-59(b) and 2-60 of the Pembroke Park Code of Ordinances. CONTRACTOR shall require that all subcontractors comply with Section 2-59 (b) of the Pembroke Park Code of Ordinances. CONTRACTOR shall comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of such classes or in retaliation for or opposition to any such practices against any employee of, any TOWN employee working with, or applicant for employment or any other factor which cannot be lawfully used as a basis for service delivery.

- g. Domestic Partnership Benefits. VENDOR shall comply with the provisions of Section 2-58(v) of the Pembroke Park Code of Ordinances which establishes a Domestic Partner Benefits Requirement.

- h. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the applicable requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.
 - (a) CONTRACTOR and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor.
 - (b) If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the CONTRACTOR with an affidavit stating 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.
 - (c) 1. If the TOWN, CONTRACTOR, or subcontractor has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.
 - 2. If the TOWN has a good faith belief that a subcontractor knowingly violated this subsection, but the CONTRACTOR otherwise complied with this subsection, shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor.
 - 3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If the TOWN terminates a contract with a CONTRACTOR under this paragraph, the CONTRACTOR may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A CONTRACTOR is liable for any additional costs incurred by the TOWN as a result of the termination of a contract, pursuant to the terms and conditions as stated in this contract.
 - (d) The TOWN, CONTRACTOR, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 30 calendar days after the date on which the contract was terminated.

- i. Scrutinized Companies. CONTRACTOR, 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: Any amount of, 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 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: 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 is engaged in business operations in Syria.

j. Compliance with Foreign Entity Laws. The undersigned, on behalf of the CONTRACTOR, hereby attests under penalty of perjury as follows:

1. CONTRACTOR is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
2. The government of a foreign country of concern does not have a controlling interest in CONTRACTOR.
3. CONTRACTOR is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
4. CONTRACTOR is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
5. CONTRACTOR is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
6. CONTRACTOR is not a foreign principal, as defined in Section 692.201, Florida Statutes.
7. CONTRACTOR is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

k. Compliance With Anti-Human Trafficking Laws. In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the CONTRACTOR, hereby attests under penalty of perjury as follows:

1. The CONTRACTOR does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
1. CONTRACTOR is hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the TOWN will not request documentation of or consider a contractor’s social, political, or ideological interests when determining if the contractor is a responsible contractor. Contractors are further notified that the TOWN’s governing body may not give preference to a Contractor based on the Contractor’s social, political, or ideological interests.

- m. Sovereign Immunity. Nothing contained the Agreement, nor contained herein is intended nor shall be construed to waive TOWN's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.
- n. Access to Records. Upon request and reasonable notice, TOWN shall have access and the right to examine any books, documents, accounting records, data, logs, reports and other records directly pertinent to payments made pursuant to the Agreement during the term of the Agreement during normal business hours, until the expiration of five (5) years after final payment hereunder unless all records are transferred to TOWN upon termination of Agreement.
- o. TOWN hereby waives the requirement that CONTRACTOR provide a Public Construction Bond pursuant to Section 255.05(1)(d) Fla. Stat.
- p. CONTRACTOR shall, without additional expense to TOWN, be responsible for obtaining any necessary licenses and for complying with any and all applicable federal, state, county and municipal laws, codes and regulations in connection with the performance of the services specified herein. CONTRACTOR shall be responsible for all damage to persons and/or property that occur as a result of CONTRACTOR actions or negligence.
- q. Waiver of Jury Trial. The Parties hereby waives trial by jury in any action, proceeding or counterclaim brought by any party against another party on any matter arising out of or in any way connected with this Agreement. The provisions of this Section q. shall survive any termination or expiration of this Agreement.
- r. Preparation of this Agreement has been a joint effort of TOWN and CONTRACTOR, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.
- s. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of TOWN, which consent may be withheld in the TOWN's sole discretion.
- t. 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 by both Parties to this Agreement with the same formality and of equal dignity herewith.
- u. This Agreement, and any documents referenced herein, embody the entire agreement between TOWN and CONTRACTOR and supersede all other writings, oral agreements, or representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
- v. Compliance with Laws. CONTRACTOR hereby warrants and agrees, that at all times material to the Agreement, CONTRACTOR shall perform its obligations in compliance with all applicable federal, state, local laws, rules and regulations. Non-compliance may constitute a material breach of the Agreement.

- w. Public Entity Crime Act. CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to TOWN, may not submit a bid on a contract with TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to TOWN, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with TOWN, and may not transact any business with TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from TOWN’S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a “public entity crime” 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 CONTRACTOR has been placed on the convicted vendor list.
- x. Iron and Steel Products. If this Contract is for a “public works project” as defined in Section 255.0993, Florida Statutes, then any iron or steel product permanently incorporated in the project must be produced in the United States, unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

SECTION 12 TERM AND TERMINATION

12.1 CONTRACTOR agrees to complete the work pursuant to the schedule set forth in paragraph 2.4 of this Agreement. The Town Manager may extend the time based on circumstances beyond the control of the CONTRACTOR, or for the convenience of the TOWN.

12.2 It is expressly understood and agreed that the TOWN may terminate this Agreement at any time for unsatisfactory performance, provided that TOWN gives written notice to CONTRACTOR of any such unsatisfactory performance and that CONTRACTOR has a “Cure Period” of Thirty (30) Days to cure the issue or problem as noticed to CONTRACTOR by TOWN. In the event, CONTRACTOR fails to cure the issue or problem as noticed to CONTRACTOR by TOWN, the TOWN’s sole obligation to the CONTRACTOR shall be payment for services for work previously authorized and performed and accepted by TOWN. Such payment shall be determined on services provided as specified in **Exhibit “A,”** and/or the percentage of work performed by the CONTRACTOR up to the time of termination. Upon such termination, the TOWN may, without penalty or other obligation to the CONTRACTOR, elect to employ other persons to perform the same or similar services.

SECTION 13 NOTICES

Whenever the TOWN desires to give notice unto the CONTRACTOR, it must be given by written notice, sent by certified mail, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective place for giving of notice, to-wit:

For TOWN: Town of Pembroke Park
Attention: Town Manager
3150 S.W. 52nd Avenue
Pembroke Park, Florida 33023
Telephone: 954-966-4600

Copy to: Town Attorney
Goren, Cherof, Doody and Ezrol, P.A.
3099 East Commercial Blvd. Suite 200
Fort Lauderdale, Florida 33308
Telephone: 954-771-4500
Facsimile: 954-771-4923

For CONTRACTOR: Headway Construction LLC
12586 79th Court North
West Palm Beach, FL 33412
Telephone: 786-718-3074

SECTION 14 DEFAULT

In the event the CONTRACTOR fails to comply with the provisions of this Agreement, the TOWN may declare the CONTRACTOR in default and notify it in writing, giving a reasonable time to cure the default, but in no event shall this time period exceed thirty (30) calendar days unless otherwise agreed to by the parties. In such event, the CONTRACTOR shall only be compensated for any services completed as of the date written notice of default is served.

SECTION 15 LIQUIDATED DAMAGES

Time is of the essence of this Agreement. Upon failure of CONTRACTOR to complete the Project within the time specified for completion (plus approved extensions if any), CONTRACTOR shall pay to TOWN the sum of ONE HUNDRED AND 00/100 (\$100.00) for each and every calendar day that the completion of the work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty. Liquidated 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 TOWN as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Project on time. TOWN shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to CONTRACTOR, the amount of such liquidated damages

and if the amount retained by TOWN is insufficient to pay in full such liquidated damages, the CONTRACTOR shall pay in full such liquidated damages.

SECTION 16 REMEDY FOR DELAY

16.1 In the event of any delay in the Project caused by any act or omission of the TOWN, its agents or employees, by the act or omission of any other party other than the CONTRACTOR, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to CONTRACTOR shall be by extension of the time allocated to complete the Project.

16.2 NO MONETARY DAMAGES SHALL BE CLAIMED OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY DELAY IN THE PROJECT CAUSED BY AN ACT OR OMISSION OF THE TOWN, ITS AGENTS OR EMPLOYEES. CONTRACTOR ACKNOWLEDGES THIS LIMITATION ON RECOVERY AND ASSUMES ALL MONETARY RISK ASSOCIATED WITH THIS LIMITATION.

CONTRACTOR hereby acknowledges that it has read and understands the above provision. INITIALS: _____

16.3 Failure on the part of CONTRACTOR to timely process a request for an extension of time to complete the work shall constitute a waiver by CONTRACTOR and CONTRACTOR shall be held responsible for completing the work within the time allocated by this contract.

16.4 All requests for extension of time to complete the work shall be made in writing within ten (10) calendar days after the event giving rise to the request for extension of time.

SECTION 17 CONTRACT INTERPRETATION

17.1 All claims of CONTRACTOR and all questions the CONTRACTOR may have concerning interpretation or clarification of this Agreement or its acceptable fulfillment shall be submitted immediately in writing to TOWN for resolution.

17.2 TOWN will render its determination in writing within seven (7) calendar days concerning such resolution, which determination shall be considered final and conclusive unless CONTRACTOR files a written protest.

17.3 CONTRACTOR is solely responsible for requesting instructions or interpretations and is solely liable for any costs and/or expenses arising from its failure to do so. CONTRACTOR's failure to protest TOWN's determinations, instructions, clarifications or decisions within ten (10) calendar days, after receipt thereof, shall constitute a waiver by CONTRACTOR of all its rights to further protest, judicial or otherwise.

SECTION 18 SUBSTANTIAL COMPLETION

18.1 The date of Substantial Completion is the date established by the TOWN at the time of issuing the Notice to Proceed. Substantial Completion is defined as that point that the Project is

sufficiently complete to permit the TOWN to use it for its intended purpose. The decision as to whether a Project has reached Substantial Completion is the sole judgment of the TOWN.

18.2 The CONTRACTOR shall notify the TOWN in writing when the CONTRACTOR considers the Project Substantially Complete. The CONTRACTOR shall attach a comprehensive "punch list" of outstanding or incomplete work and items needing correction with dates indicating when the items listed will be completed.

18.3 Once the TOWN has received notice from the CONTRACTOR, the TOWN'S Project Manager, along with the CONTRACTOR will perform a Substantial Completion inspection of the work. The Project Manager may refuse to complete the Substantial Completion inspection of the work if the work is obviously not substantially complete or when the CONTRACTOR's "punch list" is incomplete.

18.4 As a condition preceding the CONTRACTOR's request for Substantial Completion walkthrough, the Project site shall be cleared of the CONTRACTOR's excess materials, equipment, storage shacks, trailers, and/or building supplies. All temporary construction shall be removed.

18.5 If Substantial Completion is not obtained at the inspection, called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be the responsibility of the CONTRACTOR and shall be assessed against the final Application for Payment.

18.6 Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within thirty (30) calendar days and prior to any request for Final Inspection, Testing and Acceptance. If the Substantial Completion punch list items have not been corrected by the CONTRACTOR within the thirty (30) calendar day period, at the discretion of the TOWN, Liquidated Damages, as described in the Agreement may be applied, provided however, that CONTRACTOR may apply for an extension of the punch list completion period upon reasonable cause shown thereto and TOWN shall not unreasonably withhold consent to such an extension request by CONTRACTOR thereof.

18.7 Within twenty (20) business days after the list is created, the TOWN must pay the CONTRACTOR the remaining contract balance that is due and owing that includes all retainage previously withheld by the TOWN less an amount equal to 150 percent of the estimated cost to complete the items on the punch list.

SECTION 19 FINAL INSPECTION, TESTING, AND ACCEPTANCE

19.1 When the CONTRACTOR considers that all work under the Agreement is complete, CONTRACTOR shall inform TOWN in writing. In addition, when items on the punch list as recorded at the Substantial Completion inspection have been corrected, and all "system" or equipment functional testing has been completed and accepted by the TOWN and the TOWN is satisfied that all work under the Agreement is completed and is in accordance with the requirements of this Agreement, the TOWN's Project Manager shall issue the Certificate of Final Acceptance to CONTRACTOR for work under this Agreement.

19.2 After receipt of a Final Application For Payment, the TOWN will make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Agreement, including the following items, for which a Change Order will be issued:

19.2.1 Liquidated Damages, as applicable; and

19.2.2 At the discretion of the TOWN, two (2) times the value of outstanding items, corrective work, or “punch list” items indicated on the Certificate of Substantial Completion, “final punch list”, or any other “punch list” as being yet uncompleted or uncorrected, as applicable.

All such work shall be completed or corrected to the satisfaction of the TOWN within the time stated on the Certificate of Substantial Completion, or on the “final punch list”, or any other “punch list”, otherwise the CONTRACTOR does hereby waive any and all claims to all monies withheld by the TOWN to cover the value of all such uncompleted or uncorrected items.

19.3 Neither final acceptance of the work, nor payment therefore, nor any provision of the Agreement shall relieve the CONTRACTOR of responsibility of correction of defective or deficient materials or work. If, within one (1) year after completion of the Project, any of the work is found to be defective, deficient or not in accordance with the Agreement, the CONTRACTOR shall rectify, remove and replace it promptly after receipt of a written notice from the CITY and correct and pay for any damage to other work as a result thereof, pursuant to the terms and conditions of this Agreement.

19.4 CONTRACTOR shall provide “Release of Liens” from all subcontractors to the TOWN prior to final payment.

SECTION 20 FEDERAL CONDITIONS

This project will be funded by the American Rescue Plan Act of 2021 (ARPA) and as such, the parties hereby acknowledge and agree that the following required federal contract provisions are incorporated into this Agreement:

- A. Funds for this project are derived from federal grants and therefore CONTRACTOR shall comply with federal guidelines. The federal funds appropriated by the applicable federal agency may be administered through the State of Florida. **In the event of a conflict between the Federal and State of Florida statutory requirements listed in this section and other provisions of the Invitation to Bid or the Original Agreement, the following Federal and State statutory requirements will govern and prevail in connection with this Agreement.**
- B. CONTRACTOR shall comply with the following federally required laws and provisions as may be applicable to CONTRACTOR’s performance under this Agreement:
 - a. **Equal Employment Opportunity.** During performance of this Agreement, CONTRACTOR agrees to comply with Executive Order 11246 of September

24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and supplemented in Department of Labor Regulations (41 CFR chapter 60). During the performance of the contract, the CONTRACTOR agrees as follows:

- (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR 's legal duty to furnish information.
- (4) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (6) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. The CONTRACTOR further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The CONTRACTOR agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CONTRACTOR further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- b. **State Energy Policy and Conservation Act.** CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).
- c. **Clean Air Act and Federal Water Pollution Control Act.** CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act, as amended (42 USC 7401-7671q), and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387).
- d. **Copeland Anti-Kickback Act.** CONTRACTOR shall comply with the Copeland Anti-Kickback Act (40 USC 3145 and 18 USC 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- e. **Contract Work Hours and Safety Standards Act.** CONTRACTOR shall comply with the Contract Work Hours and Safety Standards Act 40 USC 3701-3708, as supplemented by Department of Labor Regulations (29 CFR Part 5) where applicable. CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.
 - i. **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless

such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- ii. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (i) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.
- iii. **Withholding for Unpaid Wages and Liquidated Damages.** Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section
- iv. **Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this section
- f. **Rights to Inventions.** Pursuant to 37 CFR 401, CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.
- g. **Access to Records.** In accordance with 2 CFR §§200.334, 200.337, and Chapters 119 and 257, Florida Statutes,

- i. The CONTRACTOR agrees to provide the Town, State, applicable administering federal agency, and the Comptroller General of the United States or any of their authorized representatives' access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions. The CONTRACTOR agrees to provide the foregoing authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.
 - ii. The CONTRACTOR agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case CONTRACTOR agrees to maintain same until the Town, the State, applicable administering federal agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- h. **No Obligation by the Federal Government.** The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.
- i. **Procurement of Recovered Materials.** The Town and CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- j. **Prohibition on Contracting for Covered Telecommunications Equipment or Services.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

i. Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 CFR § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in paragraph (2) of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - a. Procure or obtain 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 of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain 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 of any system;
 - c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, 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.

ii. Exceptions.

1. This clause does not prohibit CONTRACTOR from providing:
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that are not used as a substantial or essential component of any system and are not used as critical technology of any

system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

iii. Reporting Requirements.

1. In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONTRACTOR is notified of such by a subcontractor at any tier or by any other source, the CONTRACTOR shall report the information to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2. The CONTRACTOR shall report the required information:

a. Within one (1) business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within ten (10) business days of reporting the information provided for in section a. above: any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

k. **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage

through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- l. **Affirmative Socioeconomic Steps.** If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 CFR § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
- m. **DHS Seal, Logo, and Flags.** CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.
- n. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.
- o. **Fraudulent Statements.** CONTRACTOR acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to CONTRACTOR’s actions pertaining to this Agreement.
- p. **Suspension and Debarment.** If the Agreement is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000, CONTRACTOR is required to verify that none of the CONTRACTOR’s agents, principals (defined at 2 CFR § 180.995), or affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
 - i. CONTRACTOR must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by Town. If it is later determined that CONTRACTOR did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to State and City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - ii. The CONTRACTOR agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
 - iii. This certification is a material representation of fact relied upon by Town. If it is later determined that the CONTRACTOR did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C in addition to remedies available to City, the federal government may

pursue available remedies, including but not limited to suspension and/or debarment.

- iv. The CONTRACTOR agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

q. **Byrd Anti-Lobbying Amendment.** CONTRACTOR shall file the required certification pursuant to 31 USC 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

i. Certification Regarding Lobbying (44 CFR Part 18). The undersigned CONTRACTOR certifies, to the best of their knowledge and belief 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 section 1352, Title 31, USC. 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. CONTRACTOR 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 USC Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

SECTION 21 FACSIMILE OR ELECTRONIC SIGNATURE DEEMED ORIGINAL

The Agreement and any addendum thereto, may be executed and distributed by facsimile or electronically by pdf and a copy of the Agreement executed and distributed by facsimile or electronically by pdf shall be deemed an original for all purposes.


SECTION 22 ACCEPTANCE OF AGREEMENT

Execution of this Agreement by both parties signifies Agreement with all the terms and conditions and serves as a notice to proceed.

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

ATTEST:


TOWN OF PEMBROKE PARK

Signed by:

416D02AC7D4A446...
CYNTHIA GARCIA-LIMA
TOWN CLERK

DocuSigned by:

BY: 
E71E54705D68433...
GEOFFREY JACOBS, MAYOR

APPROVED AS TO FORM

DocuSigned by:

A563A1DDEFB5417...
JACOB HOROWITZ
TOWN ATTORNEY

10/29/2025
DATE

WITNESSED BY:

Yiranis Diaz
YIRANIS DIAZ
Print Name

HEADWAY CONSTRUCTION LLC, a
Florida Limited Liability Company

BY: [Signature]
Manuel Diaz, President

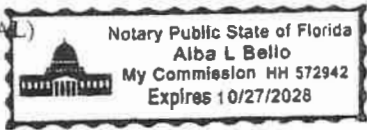
Print Name

STATE OF Florida
COUNTY OF Madison

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 16 day of October, 2025 by Manuel Diaz as
Managing Member of HEADWAY CONSTRUCTION, LLC a Florida Limited Liability Company,
 who is personally known to me or has produced _____ as identification.

SWORN TO AND SUBSCRIBED BEFORE ME this 16 day of October,
2025.

(SEAL)



[Signature]
NOTARY PUBLIC

Exhibit "A"



Agenda Item Report

Subject:	<p>Consideration and approval of Work Order – Phase 1 Conceptual Design Services for the New Multi-Purpose Community Center — Sponsored by Interim Town Manager Sigerson</p> <p>RESOLUTION NO: 2026-063</p> <p>A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A WORK ORDER WITH CPH CONSULTING, LLC FOR PHASE 1 CONCEPTUAL DESIGN SERVICES FOR THE NEW MULTI-PURPOSE COMMUNITY CENTER ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.</p>
Meeting Date:	Special Commission Meeting - June 29, 2026
Prepared For:	Special Commission
Staff Contact:	David Sigerson, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to Consider:	
Background Information:	<p>Staff requests approval of a Work Order authorizing CPH Consulting, LLC to perform Phase 1 – Due Diligence and Conceptual Design Services for the Town’s new Multi-Purpose Community Center, located at 3115 SW 52nd Avenue. The total amount of the Work Order is not to exceed \$150,000, consistent with the funding allocation approved by Commission motion on June 10, 2026.</p>

On June 10, 2026, the Town Commission approved funding for the development of conceptual plans for a new multi-purpose Community Center. The Town's existing Parks Department building on the site is planned for demolition, and the new facility is envisioned as a 3–4-story building of approximately 8,000 square feet per floor. The Town has an existing continuing services agreement with CPH Consulting, LLC, making them eligible to provide architectural and engineering services for this phase of work.

The proposal submitted by CPH on June 25, 2026, outlines the full scope of Phase 1 conceptual planning, including due diligence, programming, conceptual floor plans, conceptual site plans, renderings, community outreach, and a preliminary cost estimate.

Scope of Work:

The Work Order includes the following major tasks, as detailed in the proposal:

- Site Due Diligence – Review zoning, code requirements, utilities, and site constraints.
- Boundary & Topographic Survey – Full survey of the 3.39-acre parcel.
- Stakeholder Programming Meetings – Up to two days of in-person workshops.
- Building Program Development – Space needs, square footage allocations, and functional relationships.
- Conceptual Floor Plans – Up to three alternatives.
- Conceptual Site Plans – Up to two alternatives.
- Conceptual Visualizations – Up to three color renderings.
- Community Outreach – One public meeting.
- Preliminary Opinion of Probable Construction Cost – Planning-level cost estimate.
- Final Concept Plan & Commission Presentation – Consolidated package and Commission presentation.

Staff Recommendations:	Staff recommends that the Town Commission approve the Work Order with CPH Consulting, LLC for Phase 1 conceptual design services for the new Multi-Purpose Community Center, in an amount not to exceed \$150,000, and authorize the Town Manager to execute the Work Order.
Procurement:	
Financial Implications:	The total cost for Phase 1 services is \$150,000.
Alternatives:	

Attachments:

1. 2026-063 - work order for conceptual drawings community center
2. WORK ORDER_CPH Consulting
3. Exhibit A

RESOLUTION NO. 2026-063

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A WORK ORDER WITH CPH CONSULTING, LLC FOR PHASE 1 CONCEPTUAL DESIGN SERVICES FOR THE NEW MULTI-PURPOSE COMMUNITY CENTER ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park (“Town”) intends to develop a new multi-purpose Community Center located at 3115 SW 52nd Avenue, adjacent to Raymond P. Oglesby Preserve Park; and

WHEREAS, the Town Commission, on June 10, 2026, approved funding for the preparation of conceptual plans for the Community Center; and

WHEREAS, the Town has an existing continuing architectural and engineering services agreement with CPH Consulting, LLC (“CPH”), making CPH eligible to perform the required professional services; and

WHEREAS, CPH submitted a proposal dated June 25, 2026, attached hereto as Exhibit A, outlining the scope of Phase 1 – Due Diligence and Conceptual Design, including site due diligence, boundary and topographic survey, stakeholder programming meetings, building program development, conceptual floor plans, conceptual site plans, conceptual visualizations, community outreach, preliminary opinion of probable construction cost, and preparation of the final concept plan and Commission presentation; and

WHEREAS, the total cost for Phase 1 services is not to exceed \$150,000,

consisting of \$149,000 in professional services and \$1,000 in reimbursable expenses; and

WHEREAS, the Town Commission finds that approval of this Work Order is in the best interest of the Town and necessary to advance the Community Center project.

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Commission hereby approves the Work Order with CPH Consulting, LLC for Phase 1 Conceptual Design Services for the new Multi-Purpose Community Center, in an amount not to exceed \$150,000 as set forth in Exhibit A.

Section 3. The Town Manager is authorized to execute the Work Order and all necessary documents to implement this Resolution.

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

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

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PASSED AND ADOPTED this 29th 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



WO No.: Project No.: PO No.:

TOWN OF PEMBROKE PARK

WORK ORDER No. _____

NAME OF PROJECT: Multi-Purpose Community Center

THIS TASK ORDER is made and entered into as of this ____ day of _____ 20__, between the Town of Pembroke Park, a political subdivision of the State of Florida, having its principal office 3150 SW 52 Avenue Pembroke Park, FL 33023 hereinafter referred to as the (“TOWN), and _____, organized and existing under the laws of the State of Florida, having its principal address at _____, (hereinafter referred to as the (“CONSULTANT”), and pursuant to the terms and conditions of RFQ 26-01-Architectural & Engineering through Continuing Contracts”, hereinafter referred to as the (“WORK ORDER AGREEMENT”).

1.0 PROJECT DESCRIPTION

(Describe in the space below why the project was initiated and the problems and needs that will be addressed once the project has been implemented).

(Provide a description of the project below. This is a narrative containing a more detailed explanation of the project’s goals and objectives. Provide accurate and specific information to explain the objectives, desired outcome and implementations methods of your future project. This paragraph may also include a brief description of the project boundaries, etc.)

2.0 GENERAL REQUIREMENTS

2.1 DESIGN STANDARDS

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

2.2 QUALITY CONTROL

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the TOWN the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the TOWN. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The TOWN shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the TOWN with a marked up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

2.3 PROJECT SCHEDULE

The CONSULTANT shall submit a preliminary project schedule as an exhibit of this task order. The schedule shall be prepared in GANTT chart format, and shall utilize an estimated Notice-to- Proceed (NTP), based on best available information.

The CONSULTANT shall submit a final project schedule to the TOWN, for approval, within 10 business days after receiving the NTP and prior to beginning work. No work shall commence without an approved schedule. The final schedule shall include design, permitting activities, submittal review timeframes, and other project activities as required to complete the work. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

2.4 PERMITTING

The CONSULTANT shall coordinate with the TOWN, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require permits for this project. The CONSULTANT shall provide an estimate of fees and duration associated with the permitting process. Some of the regulatory or permitting agencies associated with this project include, but are not limited to:

- South Florida Water Management District (SFWMD)
- U.S. Army Corps of Engineers (USACE)
- Broward County Department of Environmental Assessment and Remediation (EAR)
- Town of Pembroke Park Building Permit
- Florida Department of Health Broward County
- Florida Department of Transportation (FDOT)
- Florida Department of Environmental Protection (FDEP)

2.5 PROJECT MEETINGS

The Consultant shall include items in their scope of services for regular meetings with the Town's PM and other personnel to discuss issues and provide regular updates on the project. The Consultant will provide meeting minutes for each regular meeting.

3.0 SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT shall be as follows:

SCOPE OF SERVICES

TASK 1.0 – Site and Building Due Diligence Report

CPH will initiate the project by conducting one virtual kickoff meeting with Town staff to establish project goals, review available background information, confirm the project schedule, discuss the vision for the proposed facility, establish communication protocols, and identify key stakeholders who will participate in the programming process. CPH will commence with a comprehensive review of the proposed project site and applicable regulatory requirements that may influence development of the Town's new multi-purpose facility. This effort will establish the framework for planning and conceptual design by identifying opportunities and constraints associated with the site, including zoning and development regulations, building code requirements, parking, building height limitations, utility availability, and permitting considerations.

CPH will coordinate with Town staff and applicable agencies to confirm development criteria and evaluate special considerations associated with municipal offices, community gathering spaces, emergency shelter functions, and a potential Emergency Operations Center (EOC). Findings will be summarized in a Code and Development Criteria Memorandum to guide subsequent programming and conceptual design activities.

TASK 2.0 – Boundary and Topographic Survey

CPH shall prepare a Boundary and Topographic Survey of approximately 3.39± acres, to include Parcel Identification Number 514230130470 (Broward County Property Appraiser website) as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida. Scope of survey work includes:

- Recover/set property corners.
- 100' topographic grid of site with a 5' overlap on adjoining boundary lines where accessible.
- Location of existing visible above ground improvements & visible utilities within scope.
- Location of trees with measured at diameter at breast height (dbh) within scope. Size and common name only, a Certified Tree Survey is not included as part of this scope.
- The project coordinate system will be based horizontally on the North American Datum 83(1990) (NAD 83/90).
- The project will be based vertically on the North American Vertical Datum of 1988 (NAVD 88).
- Signed and Sealed Survey.

TASK 3.0 – Stakeholder Programming Meetings

CPH will conduct up to two days of in-person stakeholder meetings with representatives identified by the Town to define operational requirements, space needs, functional relationships, security considerations, and future growth opportunities. Through collaborative workshops, CPH will develop a comprehensive understanding of the facility's intended uses while identifying opportunities to maximize flexibility and long-term value for the Town. Meetings will be summarized in a report and delivered to the Town for their records.

TASK 4.0 – Building Program Development

Information obtained during stakeholder engagement will be used to develop a comprehensive Building Program identifying proposed spaces, preliminary square footage allocations, operational relationships, and special functional requirements. CPH will prepare a draft Building Program, conduct one virtual review meeting with Town staff, incorporate one round of comments, and prepare the Final Building Program for use during conceptual design.

TASK 5.0 – Conceptual Floor Plan Development

Using the approved Building Program, CPH will prepare up to three conceptual floor plan alternatives illustrating different approaches to organizing the proposed facility. The concepts will evaluate circulation, departmental adjacencies, public access, municipal operations, community functions, and overall project feasibility to provide the Town with meaningful alternatives.

TASK 6.0 – Conceptual Site Planning

CPH will prepare up to two conceptual site plans illustrating building placement, vehicular circulation, parking, pedestrian connectivity, utility considerations, open space opportunities, and future expansion potential. The site plan will demonstrate how the preferred building concept can be successfully integrated within the project site. Tasks 5 and 6 will be delivered together to the Town for review. Scope includes one meeting with the Town to review and refine concept plans, with up to two rounds of revisions to accommodate comments or requests.

TASK 7.0 – Conceptual Visualizations

CPH will prepare up to three color conceptual renderings depicting the proposed architectural character, massing, and material palette of the facility. These presentation-quality graphics will support stakeholder engagement, public outreach, and Town Commission presentation.

TASK 8.0 – Community Outreach

CPH will participate in one public outreach meeting to present the conceptual plans and renderings, obtain community feedback, and document feedback. Information received during the meeting will be evaluated with Town staff to refine the preferred concept prior to presentation to the Town Commission.

TASK 9.0 – Preliminary Opinion of Probable Construction Cost

Following selection of a preferred concept, CPH will prepare a planning-level Opinion of Probable Construction Cost. The estimate will evaluate the financial implications of major programmatic decisions, including optional Emergency Operations Center and emergency shelter functions, and assist the Town in establishing a realistic project budget.

TASK 10.0 – Final Concept Plan and Commission Presentation

CPH will prepare one Final Concept Plan package incorporating the preferred building program, conceptual floor plan, conceptual site plan, renderings, preliminary cost estimate, and conceptual project schedule. CPH will attend one Town Commission meeting to present the recommended concept and respond to questions. The approved Final Concept Plan will establish the basis for a future Phase 2 architectural and engineering design scope of services. Upon completion of the Phase 1 conceptual planning, CPH will submit a scope of services for the design and permitting of the Final Concept Plan.

2.0 SCOPE OF WORK CLARIFICATIONS

The scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case-by-case basis and may be cause for additional services billed at the Hourly Billing Rate per continuing services agreement or as an approved negotiated lump sum.

Any work not specifically indicated in this proposal is excluded from the scope, including but not limited to the following:

- Final Design, Permitting, Construction Observation (Phase 2)
- Geotechnical Study (Phase 2)
- Traffic Study
- Rezoning
- Title Work

4.0 PROJECT ASSUMPTIONS

- TOWN shall provide access to site.
- TOWN shall provide existing electronic CAD files, if available. It is the CONSULTANTS responsibility to verify accuracy.
- It is the CONSULTANT's responsibility to verify existing geometry is acceptable to all permitting agencies.

5.0 ADDITIONAL SERVICES

If authorized in writing by the TOWN, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the WORK ORDER AGREEMENT. The TOWN, as indicated in the WORK ORDER AGREEMENT, will pay for these services.

6.0 PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified as indicated in attachment with a time of completion of 14 weeks from notice to proceed.

7.0 PROJECT FUNDING

Performance of this project is at the TOWN's discretion and may be contingent upon the TOWN receiving funding and work shall not begin until the TOWN provides a Notice to Proceed to CONSULTANT.

8.0 METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the TOWN for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on Exhibit A attached hereto and made a part hereof. Pay application requests shall be prepared on the TOWN's approved pay application request form. The CONSULTANT shall submit the pay application request to the TOWN's Project Manager for review and approval. Pay application requests shall be submitted monthly.

8.1 TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed Amounts:

Task 1 – Site & Bldg. Due Diligence Report	\$ 5,000.00
Task 2 – Boundary & Topographic survey	\$ 13,500.00
Task 3 – Stakeholder Programming meetings	\$ 9,500.00
Task 4 – Building Program Development	\$ 21,000.00
Task 5 – Conceptual Floor Plan	\$ 45,000.00
Task 6 – Conceptual Site Planning	\$ 10,500.00

Task 7 – Conceptual Visualizations	\$ 13,500.00
Task 8 – Community Outreach	\$ 9,000.00
Task 9 – Preliminary OPCC	\$ 7,000.00
Task 10 – Final Concept Plan	\$ 15,000.00
Expenses (NTE)	\$ 1,000.00
Project Total	\$ 150,000.00

9.0 TOWN OF PEMBROKE PARK PROJECT MANAGER

All other correspondence and submittals should be directed to the attention of Name of Jeff Odoms, Public Services Director, via email at jodoms@tppfl.gov Please be sure that all correspondence refers to the TOWN project number and title as stated above.

10.0 CONSULTANT CONTACTS

All other correspondence and submittals should be directed to the attention of Kyle Bechtelheimer, P.E. at Kbechtelheimer@cphcorp.com


SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

TOWN OF PEMBROKE PARK:

CONSULTANT:

**CYNTHIA GARCIA-LIMA,
TOWN CLERK**



SIGNATURE

Kyle Bechtelheimer, P.E.
CPH Consulting, LLC
Municipal Market Director

JACOB HOROWITZ, TOWN ATTORNEY

GEOFFREY JACOBS, MAYOR

EXHIBIT A – WORK BREAK DOWN FEE SCHEDULE

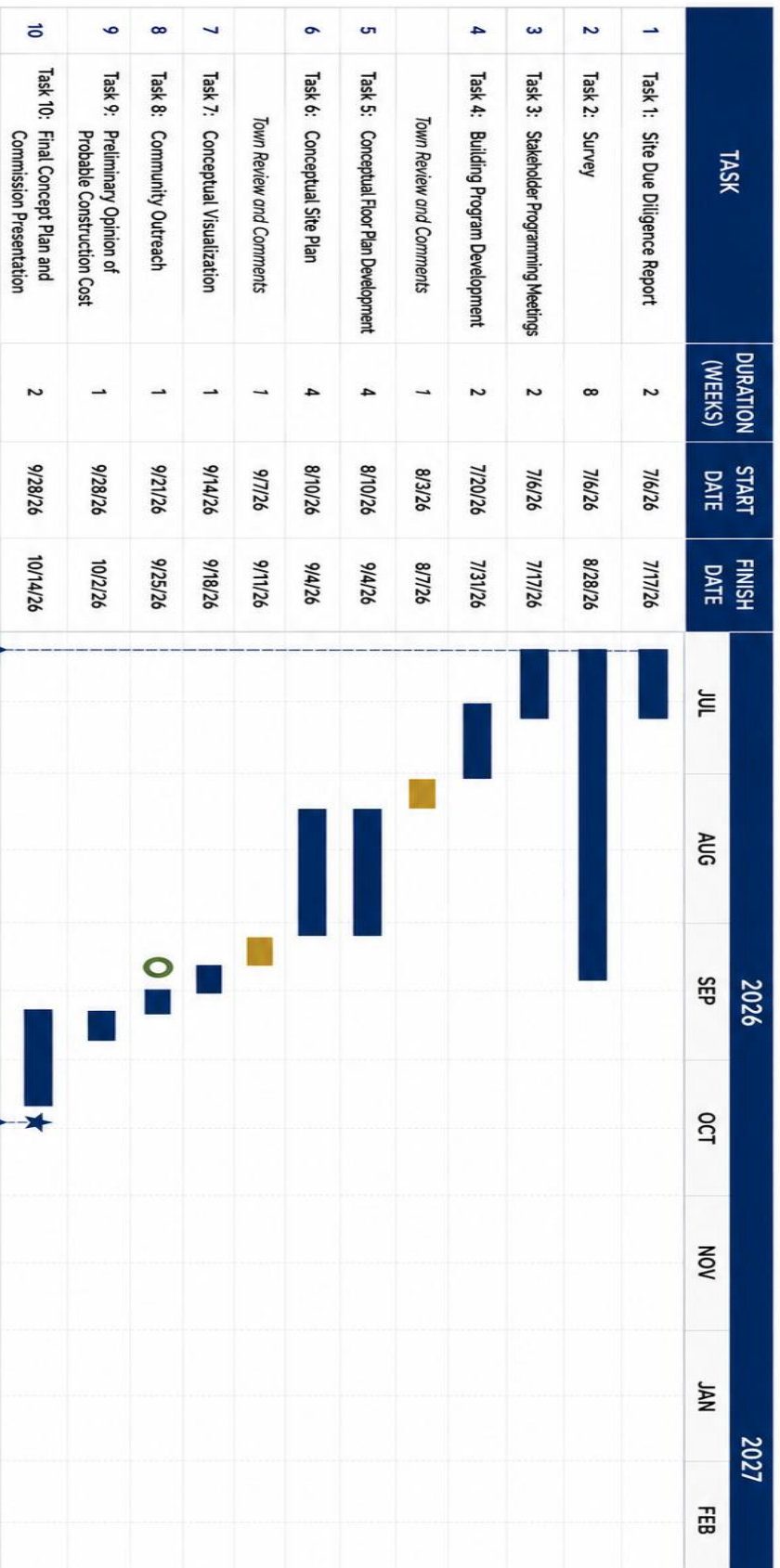
Town of Pembroke Park Multi-Purpose Community Center Phase 1 - Conceptual Planning		
TASK	DESCRIPTION	Cost by Task
1	Site and Building Due Diligence Report	\$ 5,000.00
2	Boundary and Topographic Survey	\$ 13,500.00
3	Stakeholder Programming Meetings	\$ 9,500.00
4	Building Program Development	\$ 21,000.00
5	Conceptual Floor Plan Development	\$ 45,000.00
6	Conceptual Site Planning	\$ 10,500.00
7	Conceptual Visualizations	\$ 13,500.00
8	Community Outreach	\$ 9,000.00
9	Preliminary OPCC	\$ 7,000.00
10	Final Concept Plan and Commission Presentation	\$ 15,000.00
PROJECT SUB-TOTAL		\$ 149,000.00
EXPENSES (NTE)		\$ 1,000.00
PROJECT TOTAL		\$ 150,000.00

EXHIBIT B – LOCATION MAP

TOWN OF PEMBROKE PARK
NEW MULTI-PURPOSE COMMUNITY CENTER

PROJECT SCHEDULE
 CPH PROJECT NO. 2600740

PHASE 1 – DUE DILIGENCE AND CONCEPTUAL DESIGN



CPH WORK PERIOD
 TOWN REVIEW PERIOD
 COMMUNITY OUTREACH MEETING
 TOWN COMMISSION PRESENTATION

TOTAL DURATION: 14 WEEKS
 PROJECTED COMPLETION: OCTOBER 14, 2026

Note: Schedule reflects anticipated durations and is subject to change based on Town review timelines and availability of information.

EXHIBIT C – PROJECT TENTATIVE SCHEDULE

**PROPOSAL FOR PROFESSIONAL SERVICES
BETWEEN
CPH CONSULTING, LLC.
AND
TOWN OF PEMBROKE PARK
FOR
MULTI-PURPOSE COMMUNITY CENTER**



June 25, 2026

This Proposal is for the Professional Architectural and Engineering Services for the Town of Pembroke Park's proposed multi-purpose Community Center. Whereas the Town of Pembroke Park herein after referred to as the "Town", and CPH Consulting, LLC. herein after referred to as "CPH". This work falls under the contract between the Town and CPH for continuing architectural services. The scope of work includes the conceptual design of a new facility to serve the community and Town. This proposal consists of two parts: Part I as the Project Details and Part II as the Scope of Services.

PART I:

PROJECT DETAILS

PROJECT DESCRIPTION

The Town proposes to construct a new multi-purpose Community Center. The site is located at 3115 SW 52nd Ave, Pembroke Park, FL 33023, adjacent to Raymond P. Oglesby Preserve Park. The proposed building is currently estimated to be up to 8,000 SF per story, with 3 to 4 stories total. The site currently contains a building for the Parks Department, which will be demolished as part of the planned construction of the new community building. This project will be phased based upon available funding at the Town's discretion, with the first phase of design consisting of conceptual level design and planning for the Community Center.

TOWN-FURNISHED INFORMATION

It is understood that CPH will perform services under the sole direction of the Town. The Town shall guarantee access to and make provisions for CPH to enter Town-owned properties as required by CPH to perform their work under this Agreement. The Town shall provide CPH with project-related information including, but not limited to, the following:

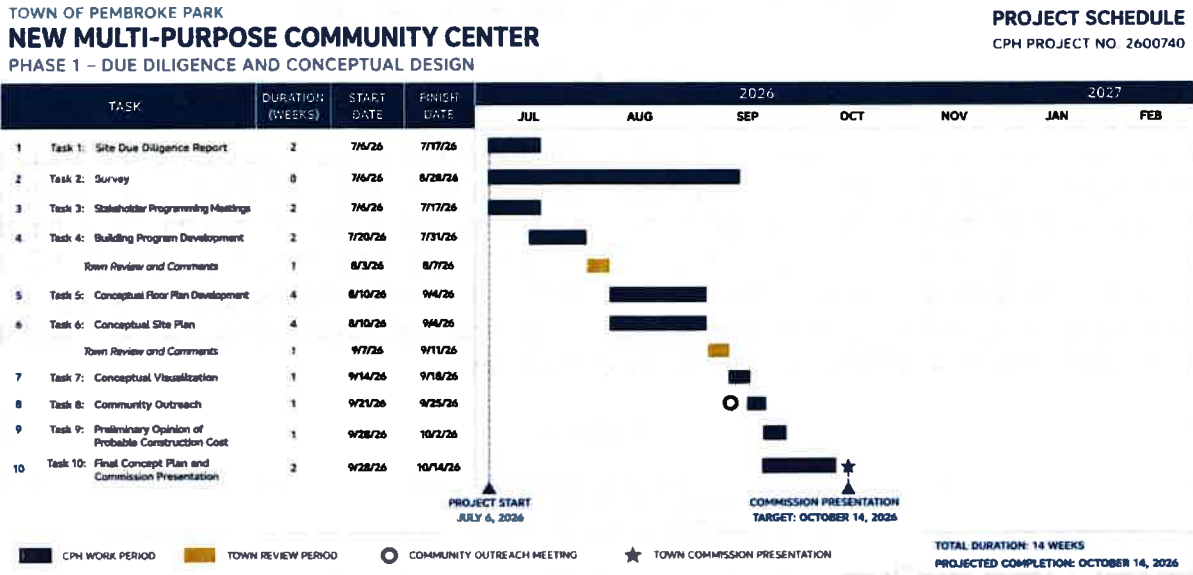
- As-builts / GIS data as available
- Easements or Encumbrances (Title) which may impact the site
- Payment of all required fees including, but not limited to, application fees, impact fees, permit fees, re-submittal fees, etc.
- Any documents, agreements, plans, investigations and/or pertinent information concerning this project or project site to which the Town may have access.

CPH will rely upon the accuracy and completeness of Town-furnished information in connection with the performance of services under this Agreement.

CPH will begin performance of the above services upon receipt of the executed Agreement.

PROJECT SCHEDULE

The proposed project schedule is provided below and a full-sized schedule attached to end of proposal. This schedule is dependent on the Town providing all required information and reviews in a timely manner. Extensions to the project duration will be reviewed on a case-by-case basis.



There will be a one-week Town review period at the end of Tasks 4 and 6. CPH will make earnest effort to complete contracted services in accordance with project schedule. Town acknowledges that completion of certain tasks is dependent on factors beyond the control of CPH including, but not limited to, the Town’s review period, response from agencies/utilities, jurisdictional process, Town requests, Town contract processing, Town payment delays, and unforeseen site conditions. CPH will notify the Town if duration to complete certain tasks will fall beyond project schedule timeframes with backup information documenting reasoning, and make-up schedule if feasible. Town agrees that extended durations will not be considered a breach of Agreement provided CPH has made earnest effort to complete tasks as scheduled and/or appropriate notification of delay has been provided to Town.

COMPENSATION

Labor

CPH will perform the Scope of Services contained in this Agreement as identified on each task. The following fee summary provides the overall fee by Task.

Progress invoices will be submitted based on CPH’s estimate of the percent of work complete at the time of invoicing for Lump Sum scope. Services requested by Town, that are not included in the Scope of this Agreement (as may be amended), shall be deemed additional services and will be negotiated prior to start of additional scope.


Reimbursable Expenses

In addition to the labor compensation outlined above, CPH shall be reimbursed directly for project specific expenditures and subconsultant contract administration as follows:

- Vehicular mileage
- Expenses for airfare, hotel, car rental, and meals will be invoiced as a reimbursable expense without markup
- A markup of 10% shall be added to costs charged to CPH by others outside of CPH, to include but not be limited to FedEx/Delivery Services, Courier Services, Application Fees, Review Fees, and Permit Fees
- A markup of 10% shall be added to all subconsultant invoices

Town of Pembroke Park Multi-Purpose Community Center Phase 1 - Conceptual Planning		
TASK	DESCRIPTION	Cost by Task
1	Site and Building Due Diligence Report	\$ 5,000.00
2	Boundary and Topographic Survey	\$ 13,500.00
3	Stakeholder Programming Meetings	\$ 9,500.00
4	Building Program Development	\$ 21,000.00
5	Conceptual Floor Plan Development	\$ 45,000.00
6	Conceptual Site Planning	\$ 10,500.00
7	Conceptual Visualizations	\$ 13,500.00
8	Community Outreach	\$ 9,000.00
9	Preliminary OPCC	\$ 7,000.00
10	Final Concept Plan and Commission Presentation	\$ 15,000.00
PROJECT SUB-TOTAL		\$ 149,000.00
EXPENSES (NTE)		\$ 1,000.00
PROJECT TOTAL		\$ 150,000.00

CPH CONSULTING, LLC AUTHORIZATION

By: 

 Kyle Bechtelheimer, P.E.
 Municipal Market Director
 June 25, 2026

TOWN OF PEMBROKE PARK
NEW MULTI-PURPOSE COMMUNITY CENTER
 PHASE 1 – DUE DILIGENCE AND CONCEPTUAL DESIGN

PROJECT SCHEDULE
 CPH PROJECT NO. 2600740



Note: Schedule reflects anticipated durations and is subject to change based on Town review timelines and availability of information.

PART II:

SCOPE OF SERVICES

TASK 1.0 – Site and Building Due Diligence Report

CPH will initiate the project by conducting one virtual kickoff meeting with Town staff to establish project goals, review available background information, confirm the project schedule, discuss the vision for the proposed facility, establish communication protocols, and identify key stakeholders who will participate in the programming process. CPH will commence with a comprehensive review of the proposed project site and applicable regulatory requirements that may influence development of the Town's new multi-purpose facility. This effort will establish the framework for planning and conceptual design by identifying opportunities and constraints associated with the site, including zoning and development regulations, building code requirements, parking, building height limitations, utility availability, and permitting considerations.

CPH will coordinate with Town staff and applicable agencies to confirm development criteria and evaluate special considerations associated with municipal offices, community gathering spaces, emergency shelter functions, and a potential Emergency Operations Center (EOC). Findings will be summarized in a Code and Development Criteria Memorandum to guide subsequent programming and conceptual design activities.

TASK 2.0 – Boundary and Topographic Survey

CPH shall prepare a Boundary and Topographic Survey of approximately 3.39± acres, to include Parcel Identification Number 514230130470 (Broward County Property Appraiser website) as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida. Scope of survey work includes:

- Recover/set property corners.
- 100' topographic grid of site with a 5' overlap on adjoining boundary lines where accessible.
- Location of existing visible above ground improvements & visible utilities within scope.
- Location of trees with measured at diameter at breast height (dbh) within scope. Size and common name only, a Certified Tree Survey is not included as part of this scope.
- The project coordinate system will be based horizontally on the North American Datum 83(1990) (NAD 83/90).
- The project will be based vertically on the North American Vertical Datum of 1988 (NAVD 88).
- Signed and Sealed Survey.

TASK 3.0 – Stakeholder Programming Meetings

CPH will conduct up to two days of in-person stakeholder meetings with representatives identified by the Town to define operational requirements, space needs, functional relationships, security considerations, and future growth opportunities. Through collaborative workshops, CPH will develop a comprehensive understanding of the facility's intended uses while identifying opportunities to maximize flexibility and long-term value for the Town. Meetings will be summarized in a report and delivered to the Town for their records.

TASK 4.0 – Building Program Development

Information obtained during stakeholder engagement will be used to develop a comprehensive Building Program identifying proposed spaces, preliminary square footage allocations, operational relationships, and special functional requirements. CPH will prepare a draft Building Program, conduct one virtual review meeting with Town staff, incorporate one round of comments, and prepare the Final Building Program for use during conceptual design.

TASK 5.0 – Conceptual Floor Plan Development

Using the approved Building Program, CPH will prepare up to three conceptual floor plan alternatives illustrating different approaches to organizing the proposed facility. The concepts will evaluate circulation, departmental adjacencies, public access, municipal operations, community functions, and overall project feasibility to provide the Town with meaningful alternatives.

TASK 6.0 – Conceptual Site Planning

CPH will prepare up to two conceptual site plans illustrating building placement, vehicular circulation, parking, pedestrian connectivity, utility considerations, open space opportunities, and future expansion potential. The site plan will demonstrate how the preferred building concept can be successfully integrated within the project site. Tasks 5 and 6 will be delivered together to the Town for review. Scope includes one meeting with the Town to review and refine concept plans, with up to two rounds of revisions to accommodate comments or requests.

TASK 7.0 – Conceptual Visualizations

CPH will prepare up to three color conceptual renderings depicting the proposed architectural character, massing, and material palette of the facility. These presentation-quality graphics will support stakeholder engagement, public outreach, and Town Commission presentation.

TASK 8.0 – Community Outreach

CPH will participate in one public outreach meeting to present the conceptual plans and renderings, obtain community feedback, and document feedback. Information received during the meeting will be evaluated with Town staff to refine the preferred concept prior to presentation to the Town Commission.

TASK 9.0 – Preliminary Opinion of Probable Construction Cost

Following selection of a preferred concept, CPH will prepare a planning-level Opinion of Probable Construction Cost. The estimate will evaluate the financial implications of major programmatic decisions, including optional Emergency Operations Center and emergency shelter functions, and assist the Town in establishing a realistic project budget.

TASK 10.0 – Final Concept Plan and Commission Presentation

CPH will prepare one Final Concept Plan package incorporating the preferred building program, conceptual floor plan, conceptual site plan, renderings, preliminary cost estimate, and conceptual project schedule. CPH will attend one Town Commission meeting to present the recommended concept and respond to questions. The approved Final Concept Plan will establish the basis for a future Phase 2 architectural and engineering design scope of services. Upon completion of the Phase 1 conceptual planning, CPH will submit a scope of services for the design and permitting of the Final Concept Plan.

2.0 SCOPE OF WORK CLARIFICATIONS

The scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case-by-case basis and may be cause for additional services billed at the Hourly Billing Rate per continuing services agreement or as an approved negotiated lump sum.

Any work not specifically indicated in this proposal is excluded from the scope, including but not limited to the following:

- Final Design, Permitting, Construction Observation (Phase 2)
- Geotechnical Study (Phase 2)
- Traffic Study
- Rezoning
- Title Work

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This ensures transparency and allows for easy verification of the data. The text also mentions that regular audits are necessary to identify any discrepancies or errors in the accounting system.

Furthermore, it highlights the need for a clear and concise chart of accounts. This chart should be designed in a way that is easy to understand and use. It should include all the accounts that are used in the business, and it should be updated regularly to reflect any changes in the accounting system.

The second part of the document focuses on the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This ensures transparency and allows for easy verification of the data. The text also mentions that regular audits are necessary to identify any discrepancies or errors in the accounting system.

CONCLUSION

In conclusion, the importance of maintaining accurate records of all transactions cannot be overstated. It is the foundation of a successful accounting system and is essential for the long-term success of any business. By following the guidelines outlined in this document, businesses can ensure that their accounting records are accurate, complete, and easy to understand.

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Agenda Item Report

Subject:	Discussion and direction regarding scheduling the Health Fair currently set for November 8, 2026 - Sponsored by Commissioner Mohammed
Meeting Date:	Special Commission Meeting - June 29, 2026
Prepared For:	Special Commission
Staff Contact:	Ashira Mohammed, Commissioner
Dept/Group:	Commission
Recommendation for Counsel to Consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	There is no financial impact.
Alternatives:	

Attachments:

None