



AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, November 8, 2023
Commission Chambers

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. DELETIONS OR WITHDRAWALS TO THE AGENDA
5. PRESENTATIONS / PROCLAMATIONS
 - 5.1. Police Commendations - Chief Dabney-Donovan 9 - 15

With the assistance of staff, Chief Dabney-Donovan would like to recognize personnel who are demonstrating acts of achievement which brings credit to the agency.

[Agenda Item Report - AIR-23-161 - Pdf](#)
 - 5.2. National American Heritage 16

[2023 National American Heritage](#)
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
7. CONSENT AGENDA
 - 7.1. Approval of Meeting Minutes - Town Clerk Martell 17 - 25

[10 11 2023 REGULAR COMMISSION MEETING MINUTES](#)
 - 7.2. Settlement Agreement - Interim Town Attorney 26 - 32

[Agenda Item Report - AIR-23-146 - Pdf](#)
 - 7.3. Climate Action Plan - Acting Town Manager/Public Services Director Ghany 33 - 41

RESOLUTION NO. 2023-024
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA **ENDORISING THE SOUTHEAST FLORIDA CLIMATE ACTION PLEDGE; AGREEING TO JOINTLY ADVANCE STRATEGIC CLIMATE ADAPTATION AND MITIGATION PLANNING, PROGRAMS, POLICIES AND PROJECTS; ADVANCING THE IMPLEMENTATION OF THE REGIONAL CLIMATE ACTION PLAN AS APPROPRIATE FOR EACH GOVERNMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

[Agenda Item Report - AIR-23-151 - Pdf](#)
[2023-024 Climate Action Plan](#)

- 7.4. Fiber for the Town's infrastructure - IT Director Pakula 42 - 45
- Approve New circuit
[Agenda Item Report - AIR-23-155 - Pdf](#)
- 7.5. Axon Camera system for the Police Department - IT Director Pakula 46 - 93
- Approve the Axon system for the Police Department
[Agenda Item Report - AIR-23-158 - Pdf](#)
- 7.6. Public Works Warehouse Storage - Lease Agreement - Acting Town Manager/Public Services Director Ghany 94 - 133
- We are recommending approval.
[Agenda Item Report - AIR-23-156 - Pdf](#)
- 7.7. Additional Holiday Lighting - Acting Town Manager/Public Services Director Ghany 134 - 145
- [Agenda Item Report - AIR-23-154 - Pdf](#)
[2023 REVISED Holiday Banners Brackets Est# 300225](#)
- 7.8. Bobcat additional \$12,000.00 for accessories - Acting Town Manager/Public Services Director Ghany 146 - 157
- [Agenda Item Report - AIR-23-153 - Pdf](#)
[BOBCAT ACCESSORY Sheriff Contract PembrokePark SVL753HW 103123](#)
- 7.9. Kimley-Horn & Associates - vulnerability assessment - Acting Town Manager/Public Services Director Ghany 158 - 209
- We are recommending approval.
[Agenda Item Report - AIR-23-157 - Pdf](#)
- 7.10. Interlocal Agreement Renewal - Unsafe Structures - Acting Town Manager/Public Services Director Ghany 210 - 214
- We are recommending approval.
[Agenda Item Report - AIR-23-159 - Pdf](#)
- 7.11. GIS maintenance agreement - IT Director Pakula 215 - 225
- Approve item.
[Agenda Item Report - AIR-23-139 - Pdf](#)
- 7.12. RFQ #23-05 for Town Attorney Services - Public Services Director Ghany 226 - 243

[RFQ REVISED TOWN ATTORNEY](#)

8. RESOLUTIONS

- 8.1. Purchasing Manual- Interim Town Attorney Horowitz 244 - 368

RESOLUTION NO. 2023-025

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS OF THE TOWN OF PEMBROKE PARK TO IMPLEMENT PURCHASING POLICY AND PROCEDURES MANUAL, ATTACHED HERETO AS EXHIBIT “A;” AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE PURCHASING POLICY AND PROCEDURES MANUAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

[2023-025 PURCHASING MANUAL](#)

[Agenda Item Report - AIR-23-141 - Pdf](#)

[Purchasing Manual FINAL REVISIONS](#)

9. ORDINANCES

- 9.1. Travel Policy Ordinance - Acting Town Manager/Public Services Director Ghany, Interim Town Attorney Horowitz 369 - 378

ORDINANCE NO. 2023-014

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 2 ENTITLED “ADMINISTRATION,” BY CREATING ARTICLE XII OF THE TOWN’S CODE OF ORDINANCES, ENTITLED “TRAVEL REIMBURSEMENT POLICIES AND PROCEDURES;” PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

[2023-014 Travel Policy](#)

[2023-014 Business Impact Estimate](#)

- 9.2. Parks and Recreation Advisory Board - Acting Clerk Commissioner Musfika 379 - 384

ORDINANCE NO. 2023-015

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING CHAPTER 18 OF THE TOWN’S CODE OF ORDINANCES, ENTITLED “PARKS AND RECREATION”; SPECIFICALLY CREATING ARTICLE III; TO BE ENTITLED “PARKS AND RECREATION ADVISORY BOARD;” PROVIDING FOR THE ESTABLISHMENT OF A PARKS AND RECREATION ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR DUTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

[2023-015 Revised Parks and Rec Advisory Board](#)

[2023-015 Business Impact Estimate](#)

- 9.3. Youth Advisory Board - Mayor Mohammed 385 - 391
ORDINANCE NO. 2023-016
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES,
ENTITLED "ADMINISTRATION"; SPECIFICALLY CREATING
ARTICLE XIII; TO BE ENTITLED "YOUTH AFFAIRS ADVISORY
BOARD"; PROVIDING FOR THE ESTABLISHMENT OF A YOUTH
AFFAIRS ADVISORY BOARD; PROVIDING FOR COMPOSITION;
PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS;
PROVIDING FOR DUTIES AND RESPONSIBILITIES; PROVIDING
FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING
FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
[2023-016 Youth Affairs Board](#)
[2023-016 Business Impact Estimate](#)
- 9.4. Zoning Amendment - Acting Town Manager/Public Services Director 392 - 409
Ghany
Applicant: BH 2550 LLC/Rachel Streitfeild, Caldera Law
Address: 2550 SW 30th Avenue
ORDINANCE NO. 2023-017
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
AMENDING CHAPTER 28, ENTITLED "ZONING" BY SPECIFICALLY
AMENDING SECTION 28-209, CREATING SUBSECTION (H)
PROVIDING FOR CERTAIN TEMPORARY USES; PROVIDING FOR
EXPIRATION; PROVIDING FOR CODIFICATION; PROVIDING FOR
CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING
FOR AN EFFECTIVE DATE.
[2023-017 Temporary Use](#)
[2023-017 Business Impact Estimate](#)
[1 Avi memo](#)
[PLANNER REVISED 2550 SW 30 Ave Memo Revised 102323](#)
[10 25 2023 PZB 102023](#)
[02 - Owner Petition 2550 SW 30th Avenue](#)
[2550 SW 30 Ave 03 -Owner Petition Exhibit A](#)
[2550 SW 30 Ave 04 - Owner Petition Exhibit B](#)
[2550 SW 30 Ave 05 - Owner Petition Plot Plan](#)
[2550 SW 30 Avenue 06 - Applicant's Response](#)
10. NEW BUSINESS
- 10.1. HR outsourcing RFQ or Letter of Intent - Mayor Mohammed
11. OLD BUSINESS
- 11.1. Park Lake Gates - Acting Town Manager/Public Services Director 410 - 457
Ghany

[Park Lake Inc REVISED AGREEMENT](#)
[Park Lake Inc REVISED AGREEMENT EXHIBIT A](#)
[Park Lakes Gate agreement](#)
[Planner Presentation automated gate system TPP](#)
[Planner PARK LAKE ESTATES CONTROL ACCESS](#)
[8 pictures park gate](#)

- 11.2. B-1 Business District - Planning Consultant Vonder Meulen, Vice Mayor Morrisette 458 - 470

ORDINANCE NO. 2023-013

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA
AMENDING CHAPTER 28 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ZONING;" AMENDING ARTICLE III, ENTITLED "DISTRICT REGULATIONS" BY AMENDING DIVISION 5, ENTITLED "B-1 BUSINESS DISTRICT"; AMENDING SECTION 28-187.01 ENTITLED "SPECIAL EXCEPTION DESIGNATION;" PROVIDING FOR NEW REQUIREMENTS FOR MIXED USE RESIDENTIAL DEVELOPMENTS; AMENDING SECTION 28-194.1, ENTITLED "MIXED USE RESIDENTIAL DEVELOPMENTS;" MODIFYING THE MINIMUM DEVELOPMENT CRITERIA FOR MIXED-USE RESIDENTIAL USES IN THE B-1 BUSINESS DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[Vice Mayor McDowell Housing Partners - Text Amendment Proposal](#)
[Planner MEMO TC B-1 Mixed Use Memo 08232023](#)
[Planner Ord 2023-013 B-1 Mixed Use Amendments](#)
[2023-013 Changes to B-1 Mixed Use](#)

- 11.3. Executive Recruiter - Mayor Mohammed 471 - 762
[Agenda Item Report - AIR-23-130 - Pdf](#)

12. DISCUSSION

- 12.1. Food Truck Vendor Ordinance - Mayor Mohammed 763 - 767

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
AMENDING THE TOWN CODE OF ORDINANCES BY AMENDING CHAPTER 15 ENTITLED "LICENSES AND BUSINESS REGULATIONS;" CREATING ARTICLE IV, TO BE ENTITLED "MOBILE FOOD DISPENSING VEHICLES;" PROVIDING FOR THE REGULATIONS OF MOBILE FOOD VENDORS IN ACCORDANCE SECTION 509.102, FLORIDA STATUTES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

[Ord \(Mobile Food Vendors\)](#)

- 12.2. Early discussion items for the November 27, Workshop Commission Meeting - Mayor Mohammed 768 - 771

Walk Program for employees and residents
Aden Life Saving Ring
Food Purchasing Policy

Recommending support from the Commission

[Agenda Item Report - AIR-23-163 - Pdf](#)

- 12.3. Training for Commissioners and Planning & Zoning Board members on fundamental planning - Mayor Mohammed 772

To provide training for zoning protocol and the process. Creating a future vision and planning for the town.

[Agenda Item Report - AIR-23-166 - Pdf](#)

- 12.4. WBE/MBE component to purchasing - Mayor Mohammed 773

Need a resolution to support small businesses.

[Agenda Item Report - AIR-23-167 - Pdf](#)

- 12.5. Public Information Officer - Mayor Mohammed 774 - 778

Support the contract for the public information officer

[Agenda Item Report - AIR-23-168 - Pdf](#)

- 12.6. Washington, D.C - FAST Fly-in Update - Commissioner Jacobs 779

I had the privilege of representing our community in Washington, D.C., alongside nearly 50 city leaders from across Florida. We convened under the banner of the Federal Action Strike Team (FAST) Fly-In to engage with our state's congressional delegation on pivotal issues affecting our municipalities, such as Pembroke Park.

FAST Fly-In serves as a crucial platform for fostering collaborative relationships between local, state, and federal governments. FLC President and Cooper City Mayor, Greg Ross, encapsulated this well: "The event has fortified our collective foundation, enabling us to build a stronger Florida. We are grateful for the active participation of our congressional representatives."

During our time in D.C., we voiced strong opposition to HR 3557, the American Broadband Deployment Act of 2023, which threatens local governance over public land and telecommunications infrastructure. We also pressed for the long-term reauthorization of the National Flood Insurance Program and sought to streamline the federal grants process.

Our focus also extended to finding enduring solutions for soil and water contamination by PFAS, along with advocating for federal liability

protections for our cities.

FAST Chair and City of Parkland Commissioner, Bob Mayersohn, summarized the impact of our trip: "The political climate notwithstanding, our unity was palpable. It was evident that our advocacy resonated with our congressional leaders on issues critically affecting our cities."

Prior to visiting Capitol Hill, we were briefed by the FLC and National League of Cities' federal advocacy teams. The delegation also had the honor of meeting with Senators Marco Rubio and Rick Scott.

The value of this advocacy mission cannot be overstated, as we stood united in amplifying the needs and concerns of Florida's municipalities.

[Agenda Item Report - AIR-23-160 - Pdf](#)

13. ATTORNEY REPORTS

14. TOWN MANAGER REPORTS

15. COMMISSION REPORTS

Commissioner Jacobs
Acting Clerk Commissioner Kashem
Clerk Commissioner Hodgkins
Vice Mayor Morrisette
Mayor Mohammed

16. ANNOUNCEMENTS

16.1. Special Magistrate Hearing, Wednesday, November 15th 2023 at 9:00 AM

Workshop Commission Meeting, **Monday, November 27, 2023 at 6:00 PM**

Regular Commission Meeting, Wednesday, December 13, 2023 at 7:00 PM

Workshop Commission Meeting, Wednesday, January 3, 2023 at 6:00 PM

Regular Commission Meeting, Wednesday, January 10, 2023 at 7:00 PM

CALENDAR OF EVENTS:

Thanksgiving Giveaway, Saturday, November 18, 2023 from 9:00 AM to 1:00 PM

Toy Giveaway, Thursday, December 21, 2023, from 5:00 PM to 8:00 PM

17. 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.

Regular Commission Meeting
November 8, 2023

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.

Marlen D. Martell
Town Clerk

AGENDA ITEM REPORT



To: Commission Meeting
Subject: Police Commendations
Meeting: PUBLIC NOTICE - REGULAR COMMISSION MEETING - Nov 08 2023
Department: Police Department
Staff Contact: Ra Shana Dabney-Donovan, Major

BACKGROUND INFORMATION:

See attached memos

FINANCIAL IMPACT:

N/A

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

With the assistance of staff, Chief Dabney-Donovan would like to recognize personnel who are demonstrating acts of achievement which brings credit to the agency.

ALTERNATIVES:

N/A

ATTACHMENTS:

[Brower Dog Saving Commendation](#)
[Raval Dog Saving Commendation](#)
[Rimmer Commendation](#)
[Velazquez Commendation](#)
[Vickers Commendation](#)

	Status:
Christian Noel, Accounts Payable	Approved - Nov 02 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Nov 02 2023
Aleem Ghany, Public Services Director	Pending
Marlen Martell, Town Clerk	None



Town of Pembroke Park Police Department

3150 SW 52nd Avenue, Pembroke Park, Florida 33023

Telephone: 954-790-3897 / Fax: 954-985-2172 / www.tppfl.gov

Ra Shana A. Dabney-Donovan, Chief of Police



TO: Ryan Brower, Police Officer

FROM: Ra Shana A. Dabney-Donovan, Chief of Police

DATE: November 1, 2023

SUBJECT: Commendation

On October 31, 2023, Acting Sergeant Brian Dodge penned the following email (to quote):

Good morning,

Last night, Officer Brower and Officer Raval responded to a call of a dog injured on the side of the road. It was unclear if the dog was struck by a vehicle. The dog was critically injured and needed immediate medical attention. Officer Brower and Officer Raval immediately acted and picked up the dog and put the dog in the police vehicle. They located a nearby animal hospital and transported the dog to the animal hospital. The quick actions of these officers possibly saved the dog's life.



Town of Pembroke Park Police Department

3150 SW 52nd Avenue, Pembroke Park, Florida 33023

Telephone: 954-790-3897 / Fax: 954-985-2172 / www.tppfl.gov

Ra Shana A. Dabney-Donovan, Chief of Police



TO: Brian Raval, Police Officer Reserve

FROM: Ra Shana A. Dabney-Donovan, Chief of Police

DATE: November 1, 2023

SUBJECT: Commendation

On October 31, 2023, Acting Sergeant Brian Dodge penned the following email (to quote):

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Ra Shana A. Dabney-Donovan, Chief of Police



TO: Eva Rimmer, Police Officer

FROM: Ra Shana A. Dabney-Donovan, Chief of Police

DATE: October 31, 2023

SUBJECT: Certificate of Commendation

On October 30, 2023, Acting Sergeant Brian Dodge penned the following email (to quote):

I would like to commend Officer's Rimmer and Velazquez:

On 10/23/23, Officer Rimmer and Officer Velazquez responded to 5525 SW 41st Street in reference to subjects possibly urinating in the parking lot of the apartment complex next to a white vehicle. Upon arriving, Officers Rimmer and Velazquez observed a 2017 white Infiniti backed into a parking space with 4 subjects inside. Contact was made with the subjects and records check of the driver of the vehicle, revealed the subject had 2 felony warrants out of Broward County for Robbery / Aggravated Battery and Grand theft Auto. The subject was taken into custody and transported to BSO Main Jail for processing.

A record check of the vehicle revealed the tag attached to the vehicle was not assigned, however, the vehicle belonged to the subject who was in custody. The vehicle was not able to be operated on the roadway and therefore was towed to Mac's Towing.

Officer Rimmer and Officer Velazquez should be commended for conducting a thorough investigation which led to removing a violent wanted felon off the street! Great Job!



Town of Pembroke Park Police Department

3150 SW 52nd Avenue, Pembroke Park, Florida 33023

Telephone: 954-790-3897 / Fax: 954-985-2172 / www.tppfl.gov

Ra Shana A. Dabney-Donovan, Chief of Police



TO: Jose Velazquez, Police Officer

FROM: Ra Shana A. Dabney-Donovan, Chief of Police

DATE: October 31, 2023

SUBJECT: Commendation

On October 30, 2023, Acting Sergeant Brian Dodge penned the following email (to quote):

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Officer Rimmer and Officer Velazquez should be commended for conducting a thorough investigation which led to removing a violent wanted felon off the street! Great Job!



Town of Pembroke Park Police Department

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Telephone: 954-790-3897 / Fax: 954-985-2172 / www.tppfl.gov

Ra Shana A. Dabney-Donovan, Chief of Police



TO: Horace Vickers, Police Officer

FROM: Ra Shana A. Dabney-Donovan, Chief of Police

DATE: October 31, 2023

SUBJECT: Commendation

On October 10, 2023, I received the following email (to quote):

Dear Chief of Police and Commissioners of Pembroke Park,

It has been years since I have taken the time to write a letter to recognize kindness, excellence and pure character of what Law Enforcement should reflect. In brief, my name is Phillip Baker III, I am a retired LEO from Winnipeg, Canada. Recently, more so, 4 weeks back, I was passing through your Town to make my route to Hallandale Beach for business meeting and to visit my dearest niece. On my way to my destination, I had to stop at a WAWA fuel station near the highway. As I was leaving the fuel station, I see one of your Officers, feeding the homeless. I believe he purchased McDonalds or Wendy's, the memory is vague- my apologies.

The Officer was a young African-American male, thin. Without making myself obvious by staring and not interrupting his gesture, I did get a quick glimpse at his name and patrol number and immediately captured it on my cell. His name was Vickers with a patrol #108. I am hoping I caught that quickly enough where he can be identified.

Upon my return home, it daunted on me that experience, significantly enough to do this. Law Enforcement personal is not what they use to be and the field in itself makes individuals desensitized by the horrors seen throughout the years.

The homeless population across the world are seen with bias and disgust because of the various stigmas that go along with homelessness. However, I did not see that in this Officer while caring for the homeless. For what it is worth, I can guarantee that he may do this regularly without getting praise or seeking attention. Those that perform from the heart, do things in silence.

I hope this email reaches him so he is aware and can continue to serve his community despite the narratives.

Sincerely,

P. Baker III



TOWN OF PEMBROKE PARK PROCLAMATION

Native American Heritage Month

WHEREAS, *the contributions of the Americans and their descendants have been significant to the growth, development, prosperity, and greatness of the United States of America; and*

WHEREAS: *Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November as National American Indian Heritage Month; and*

WHEREAS, *the customs and traditions of Native and Indigenous Americans are respected and celebrated as part of our nation's rich legacy throughout the United States, and*

WHEREAS, *the celebration of Native American Heritage Month creates an opportune time to educate the general public about the many tribes and to raise awareness of the unique challenges of Native people both historically and in the present.*

NOW, THEREFORE WE, *Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Musfika Kashem and Commissioner Geoffrey Jacobs by virtue of the authority vested by the Town of Pembroke Park, do hereby designate November as National Native American Heritage Month in the Town of Pembroke Park, Florida*

Dated this 8th day of November 2023.

Ashira Mohammed Mayor

Erik Morrisette Vice Mayor

William R. Hodgkins Clerk Commissioner

Musfika Kashem Acting Clerk Commissioner

Geoffrey Jacobs Commissioner



TOWN OF PEMBROKE PARK

3150 SW 52 Avenue, Pembroke Park, FL 33023
Broward (954) 966- 4600 - Fax (954)966-5186

REGULAR COMMISSION MEETING MINUTES Wednesday, October 11, 2023 at 7:00 PM

Mayor Ashira Mohammed
Vice Mayor Erik Morrisette
Clerk Commissioner William Hodgkins
Acting Clerk Commissioner Kashem
Commissioner Geoffrey Jacobs

Acting Town Manager Aleem Ghany
Interim Town Attorney Horowitz
Town Clerk Marlen D. Martell

1. CALL TO ORDER Meeting called to order at 7:16pm

2. PLEDGE OF ALLEGIANCE Led by Mayor Mohammed and Commissioners

3. ROLL CALL The meeting was called to order at 7:16 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; Williams Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were Aleem Ghany, Public Services Director; Jacobs Horowitz, Interim Town Attorney; Marlen Martell, Town Clerk; Joseline Ramirez, Chief Code Enforcement Officer; Mark Pakula, Information Technology Director; Suzi Reutlinger, Assistant to Town Clerk; and Ra Shana Dabney-Donovan, Major; Jefferey Louis and Steve Pizzillo, Interim Chief Building Official; Jeffrey Louis, Emergency Management Manager

4. DELETIONS OR WITHDRAWALS TO THE AGENDA MOTION TO APPROVE AGENDA AS IS MADE BY CLERK COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR MORRISSETTE, MOTION PASSES 5-0

5. PRESENTATIONS / PROCLAMATIONS

1. Red Ribbon - Mayor Mohammed

Town of Pembroke Park
Regular Commission Meeting
October 11, 2023

PROCLAMATION READ INTO THE RECORD BY TITLE ONLY.

2. Breast Cancer - Mayor Mohammed

PROCLAMATION READ INTO THE RECORD BY TITLE ONLY.

3. Indigenous Peoples' Day - Mayor Mohammed

PROCLAMATION READ INTO THE RECORD BY TITLE ONLY.

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

PASTOR ERIK JONES SPOKE ON RECORD

7. CONSENT AGENDA ITEM 7.3 WAS REMOVED FROM THE CONSENT AGENDA

MOTION TO ACCEPT THE AMENDED CONSENT AGENDA MADE BY
COMMISSIONER JACOBS, SECONDED BY VICE MAYOR MORRISSETTE, MOTION
PASSES 5-0

1. Approval of Minutes - Town Clerk Martell

09 13 2023 1st Budget Hearing
09 13 2023 Regular Commission Meeting
09 27 2023 2nd Budget Hearing

2. FL Recovery Obligation Calculation Program - Acting Town Manager Ghany

3. Lobbyist contracts - Acting Town Manager Ghany

**MOTION TO ADOPT LOBBYIST CONTRACTS MADE BY COMMISSIONER
GEOFFREY JACOBS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA
KASHEM. MOTION PASSED 5-0.**

4. Second Amendment E-11 Participation Agreement and Regional Interlocal
Agreement - Acting Town Manager Ghany

8. PLANNING CONSULTANT - MICHAEL VONDER-MEULEN

1. File No: 23-TW-01
Applicant: Koinonia Worship Center/Gisla Bush
Address: 4900 W. Hallandale Beach Blvd.

Town of Pembroke Park
Regular Commission Meeting
October 11, 2023

Request: Trafficways Waiver (SW 48th Avenue)

MOTION TO HAVE THE ACTING TOWN MANAGER GHANY TO SIGN THE LETTER OF NO OBLIGATION MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

9. ORDINANCES - 2ND READING

1. Economic Development Advisory Board - Commissioner Jacobs

ORDINANCE NO. 2023-009

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" SPECIFICALLY CREATING ARTICLE XII; TO BE ENTITLED "ECONOMIC DEVELOPMENT ADVISORY BOARD;" PROVIDING FOR THE ESTABLISHMENT OF AN ECONOMIC DEVELOPMENT ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENT

NONE

MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT

MOTION TO ADOPT ORDINANCE 2023-009 APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

2. Amending the Town's Sign Ordinance - Commissioner Jacobs

ORDINANCE NO. 2023-012

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA **AMENDING CHAPTER 21 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "SIGNS AND ADVERTISING;" AMENDING ARTICLE II, ENTITLED "SIGNS" BY AMENDING DIVISION 1, ENTITLED "COMPREHENSIVE REGULATIONS AND REQUIREMENTS;" AMENDING SECTION 21-19 ENTITLED "PROHIBITED SIGNS;" PROVIDING AN EXCEPTION TO THE PROHIBITION OF ILLUMINATED WINDOW SIGNS; AMENDING SECTION 21-20, ENTITLED "PERMANENT SIGNS," TO ALLOW ILLUMINATED SIGNS ON WINDOWS AND DOORS ON PROPERTIES ENGAGING IN NONRESIDENTIAL USES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

MAYOR MOHAMMED OPENED THE FLOOR FOR PUBLIC COMMENT

NONE

MAYOR MOHAMMED CLOSED THE FLOOR FOR PUBLIC COMMENT

MOTION TO APPROVE ORDINANCE 2023-012 MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

10. NEW BUSINESS

1. SCAG Lawnmower for Parks Dept. - Public Services Director Ghany

MOTION To APPROVE THE PURCHASE OF THE SCAG LAWNMOWER IN AN AMOUNT NOT TO EXCEED \$12,500.00 MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

2. Professional Service Contract - Interim Town Manager Latroy Bell - Acting Town Manager Ghany

DISCUSSION ONLY, BACKGROUND CHECK NOT COMPLETED TO DATE. ACTING TOWN MANAGER GHANY TO PROVIDE COMMISSION WITH WRITTEN PROCEDURE USED TO GET THE INTERIM TOWN MANAGER ON BOARD, AND THE ACTING TOWN MANAGER TO FORWARD ALL WRITTEN COMMUNICATION WITH MR. BELL.

3. Bamboo Paradise Linear Park - Public Services Director Ghany

ACTING TOWN ATTORNEY HOROWITZ TO DETERMINE OWNERSHIP OF THE PROPERTY AND DISTRIBUTE TO THE COMMISSIONERS. PUBLIC WORKS DEPARTMENT TO OBTAIN ESTIMATES FOR TREE TRIMMING AND LIGHTING.

4. Separation Agreement - Acting Town Manager Ghany

MOTION TO APPROVE THE SETTLEMENT, WITH REIMBURSEMENT NOT TO EXCEED \$500.00 FOR SUPPLIES AND SMOKE CAR CLEANING MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

5. Housekeeping items - Mayor Mohammed, Town Clerk Martell

TOWN CLERK ADVISED THE COMMISSION OF THE NEED FOR A NEW MEMBER FOR THE PLANNING AND ZONING BOARD. DISCUSSION OF CHANGING THE WORKSHOP MEETING IN NOVEMBER FROM NOVEMBER 22, 2023, TO NOVEMBER 27, 2023, AND THE DECEMBER WORKSHOP FROM DECEMBER 27, 2023, TO JANUARY 3, 2024.

DISCUSSION OF THE CENTRALIZATION OF PURCHASING SUPPLIES,
ASSISTANT TO THE TOWN CLERK WILL BE RESPONSIBLE.

**MOTION TO CHANGE THE WORKSHOP MEETING IN NOVEMBER FROM
NOVEMBER 22, 2023, TO NOVEMBER 27, 2023, AND THE DECEMBER
WORKSHOP FROM DECEMBER 27, 2023, TO JANUARY 3, 2024 MADE BY CLERK
COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK
MORRISSETTE. MOTION PASSED 5-0.**

6. Town's Holiday Party - IT Director Pakula

**MOTION TO HOLD THE HOLIDAY PARTY AT RICK'S STEAKHOUSE MADE BY
VICE MAYOR ERIK MORRISSETTE, SECONDED BY CLERK COMMISSIONER
WILLIAMS HODGKINS. MOTION PASSED 4-1 COMMISSIONER GEOFFREY
JACOBS OPPOSED.**

11. OLD BUSINESS

1. Mechanical Contractors for Miscellaneous Maintenance and Repairs of Mechanical
Equipment and Related Trade Services (Town Hall A/C) - Public Services Director
Ghany

**MOTION TO AUTHORIZE ACTING TOWN MANAGER GHANY TO START THE
ENGINEERING OF THE AC SYSTEM IN TOWN HALL IN AN AMOUNT NOT TO
EXCEED \$22,000.00 MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY
ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 4-1
COMMISSIONER GEOFFREY JACOBS OPPOSED.**

2. Professional Consultant for the Police Department - Chief Dabney-Donovan

**MOTION TO APPROVE THE POLICE ACCREDITATION CONSULTING IN AN
AMOUNT NOT TO EXCEED \$9,000.00 MADE BY CLERK COMMISSIONER
WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE.
MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.**

3. Accommodations for lodging during conferences - Mayor Mohammed
Upcoming Conferences:

- a. Florida League of Mayors, October 13-14, 2023 - Mayor Mohammed
- b. Florida Association of City Clerks - Town Clerk Martell

**MOTION TO EXPENSE RELATE TO THE FLORIDA LEAGUE OF MAYORS IN AN
AMOUNT NOT TO EXCEED \$500.00 MADE BY CLERK COMMISSIONER WILLIAMS
HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION
PASSED 5-0.**

**MOTION TO APPROVE THE TOWN CLERK TO GO TO THE FLORIDA
ASSOCIATION OF CITY CLERKS IN AN AMOUNT NO TO EXCEED \$800.00 MADE
BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY ACTING
CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.**

Town of Pembroke Park
Regular Commission Meeting
October 11, 2023

MOTION FOR ALL FLY INS FOR ANY COMMISSIONER, CITY MANAGER/PUBLIC WORKS TO ATTEND IN AN AMOUNT NOT TO EXCEED \$2,500 MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

MOTION FOR ANY LEGISLATIVE SESSIONS FOR 2024 IN AN AMOUNT NOT TO EXCEED \$2,500.00 MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

12. DISCUSSION

1. Executive Recruiter - Mayor Mohammed

OBTAIN ESTIMATE FOR A HUMAN RESOURCE COMPANY.

2. Office of the Inspector General - Mayor Mohammed, Interim Town Attorney Horowitz

ITEM DISCUSSED WITH 12.3

3. P-Card Policy - Vice Mayor Morrisette

INTERIM TOWN ATTORNEY HOROWITZ TO WORK ON POLICIES

MEETING RECESSED AT 9:05 PM

MEETING RESUMED AT 9:16 PM

4. Joint Legislative Auditing Committee (JLAC) - Audit Request - Commissioner Jacobs

DISCUSSION ONLY

COMMISSIONER STATED FOR THE RECORD THAT HE BROUGHT UP A 20 YEAR AUDIT. VICE MAYOR MORISSETTE STATED FOR THE RECORD THAT ITS A DEAD ISSUE AND THAT HE IS GOING WITH THE RECOMMENDATION OF THE FINANCE DIRECTOR.

5. Acting Police Sergeant Pay Correction W/Backpay - Commissioner Jacobs

VERIFYING INFORMATION

6. HR Analysis - Acting Town Manager Ghany

ITEM DISCUSSED DURING ITEM 12.1

Town of Pembroke Park
Regular Commission Meeting
October 11, 2023

13. ATTORNEY REPORTS

Town Attorney mentioned that the Acting Town Manager, the Town Attorney and David Miller who is the labor Council will meet tomorrow October 12, 2030 at 10:00am relating to wages, benefits and working conditions. First Agreement is negotiated. It is anticipated that a closed-door session with the Commission and Labor Council to speak about collective bargaining issues.

1. RESOLUTION NO. 2023-023 - Interim Town Attorney Horowitz

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING AND DIRECTING THE ACTING TOWN MANAGER, ALEEM GHANY, TO EXECUTE THE 4337-448-R MOD#3 GRANT ADMINISTERED BY THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT;** PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION TO APPROVE ACTING TOWN MANAGER GHANY TO SUBMIT THREE (3) HMGP GRANTS MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 5-0.

Town Attorney nearly finalized a solicitation package and sent email to Acting Town Manager, it is anticipated finalizing that document by the end of this week or early next week.

Town Attorney also brought a reminder to the Commission that the work from the Charter Review Board is completed.

14. TOWN MANAGER REPORTS

Acting Town Manager to verify charges of Christmas lights in the park.

Acting Town Manager to review payments for the Police buildout thoroughly. Mayor Mohammed suggested that a holding cell in the police department needs to be looked into and to see what are the requirements of having a holding sell and get a cost estimate.

Commissioner Jacobs went on record stating that "this is a lot more than just a construction project this is something that needs to go through the FDLE and make sure that everything is 100% legal and built to State standards".

The Acting Town manger stated that the pumps at Bamboo are up and running. The roof was approved and construction starts on Monday.

HMPG reimbursement, \$69,000 was paid on the design and all additional expenses we approved.

Acting Town Manager to apply a new credit card policy to staff per the OIG report. Mayor Mohammed stated that the Town will have Central Purchasing, and moving forward Suzi will be handling most of the purchasing.

1. Approval of Lights on the second floor not to exceed \$1,400.00 - Public Services Director Ghany

MOTION TO CHANGE THE CORRIDOR LIGHTING ON THE SECOND FLOOR IN AN AMOUNT NOT TO EXCEED \$1,400.00 MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

15. COMMISSION REPORTS

Commissioner Jacobs – Little library installed at The Behan Park by the local Girl Scouts. Commissioner Jacobs stated that at the last Commission meeting, Vice mayor Morrisette make several unfounded allegations against him. He stated to date there has been no factual evidence presented.

Vice Mayor Morrisette stated that Commissioner Jacobs should read the Special Council report with a witness report.

Acting Clerk Commissioner Kashem – stated that she is moving forward with the Preserve Park with grant money that is available. She stated that she would like to utilize the park for more events and festivals. She asked to let he know if anyone has any ideas.

Town Attorney to work on an Ordinance and provide duties and responsibilities. Town Attorney to work with Acting Clerk Commissioner Kashem and bring back frame work to the Commission to consider.

Clerk Commissioner Hodgkins - none

Vice Mayor Morrisette – none

Mayor Mohammed – Mayor Mohammed would like to have a youth Commission. Town Attorney stated to Mayor Mohammed the concerns regarding a Youth Committee, Attorney to bring back an Ordinance.

Mayor Mohammed would like to see guidelines regarding what is and isn't acceptable regarding food trucks in the Town. Town Attorney to bring back an Ordinance.

16. ANNOUNCEMENTS

Town of Pembroke Park
Regular Commission Meeting
October 11, 2023

1. Special Magistrate Hearing, Wednesday, October 18, 2023 at 9:00 AM
Workshop Commission meeting, Wednesday, October 25, 2023 at 6:00 PM

CALENDAR OF EVENTS:

Fall Festival, Saturday, scheduled for October 28, 2023 4:00 PM to 7:00PM
Health Fair, Saturday, November 4, 2023 from 10:00 AM to 2:00 PM
Thanksgiving Giveaway, Saturday, November 18, 2023 from 6:00 PM to 9:00 PM
Toy Giveaway, Thursday, December 21, 2023, from 5:00 PM to 8:00 PM

17. ADJOURNMENT WITH NO FURTHER TOWN BUSINESS, MEETING ADJOURNED
AT 10:28PM

ATTEST:

Marlen D. Martell, Town Clerk

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

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

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

Town of Pembroke Park
Regular Commission Meeting
October 11, 2023

AGENDA ITEM REPORT



To: Commission
Subject: Settlement Agreement
Meeting: 10 25 2023 DRAFT WORKSHOP COMMISSION MEETING - Oct 25 2023
Department: Legal
Staff Contact:

BACKGROUND INFORMATION:

Discussed and approved with monetary changes not to exceed \$500.00

ATTACHMENTS:

[Attorney Howard Proposed Changes Separation Agreement - David Howard](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Oct 18 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Oct 18 2023
Christian Noel, Accounts Payable	Approved - Oct 19 2023
Marlen Martell, Town Clerk	Approved - Oct 19 2023

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release ("Agreement") is between **David A. Howard** ("Employee") and the **Town of Pembroke Park, a Florida municipal corporation (hereinafter referred to as "Town")**, and relates to Employee's separation of employment from the Town.

This Agreement is pursuant to the separation terms specified in Section 11 of the Employee's 2022 Employment Agreement, which is attached hereto as Exhibit 1.

Employee and the Town agree as follows:

1. Last Day of Employment. Employee's last day of employment with the Town was May 10, 2023. As of that date, except as expressly provided in this Agreement, all compensation, benefit coverage, and other benefits of employment ended.

2. Consideration. In consideration for Employee signing this Separation Agreement and General Release and complying with the promises made herein, the Town agrees to pay to Employee severance in the amount of \$59,615 dollars and 44/100 cents [\$59,615.44] by direct deposit into Employee's established direct deposit payroll account(s) on or by October 30, 2023. The Town will have no duties or liabilities toward the Employee except as set forth herein. The amount stated above represents agreed to negotiated sums intended to cover any and all potential claims for payment and also constitutes the consideration for Employee's waivers and releases as set forth below in Paragraphs 6 and 9 below.

3. Taxation. Employee acknowledges and agrees that the Town is providing no tax or legal advice and makes no representations regarding Employee's tax obligations or consequences, if any, related to any part of this Agreement. Employee further agrees that Employee will assume any and all tax obligations or consequences which may arise from this Agreement, and Employee will not seek any indemnification from the Town in this regard.

4. Other Payments. Employee acknowledges that, except for Employee's final sick and vacation payout pursuant to the Employment Agreement and payable in the paycheck dated on or by May 17, 2023, no other payments, benefits, or other remuneration is owed to Employee, except as specifically provided in this Agreement.

5. No Consideration Absent Execution of this Agreement. Employee understands and agrees that he is not entitled to, and would not receive the consideration (compensation) specified in Paragraph 2, except for his execution of this Agreement. Employee also understands he would not have received the consideration (compensation) specified in Paragraph 2 unless he waived his rights and claims arising under the Age Discrimination in Employment Act of 1967, as amended, the Older Workers Benefit Protection Act of 1990, as well as any and all of the statutes and causes of action listed in Paragraphs 6 and 9.

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Howard Initials _____

6. Employee's General Release of Any and All Claims. Employee knowingly and voluntarily releases and forever discharges the Town of and from any and all claims, known and unknown, which he, his heirs, executors, administrators, successors, and assigns have or may have as of the date of execution of this Agreement against the Town. Employee understands that he releases and forever discharges the Town from any and all claims, including but not limited to any alleged violation of:

- A. National Labor Relations Act, as amended;
- B. Title VII of the Civil Rights Act of 1964, as amended;
- C. Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- D. Employee Retirement Income Security Act of 1974, as amended;
- E. Immigration Reform and Control Act, as amended;
- F. Americans with Disabilities Act of 1990, as amended;
- G. Age Discrimination in Employment Act of 1967, as amended;
- H. Older Workers Benefit Protection Act of 1990;
- I. Family and Medical Leave Act of 1993, as amended;
- J. Occupational Safety and Health Act, as amended;
- K. Worker Adjustment Retraining and Notification Act (WARN);
- L. United States or Florida Constitutions, including any claims for violation of the right to privacy;
- M. Sections 760.01 – 760.10, Florida Statutes as amended;
- N. Section 725.07, Florida Statutes as amended;
- O. Any other federal, state, or local law, regulation, rule or ordinance;
- P. Any personal injury, emotional distress or loss of consortium claims;
- Q. Any public policy, contract (express, implied, oral or written), tort, or common law;
- R. Any equitable relief claims;
- S. Any wrongful discharge claims;
- T. Any misrepresentation, fraud, defamation and contract claims; and,
- U. Any claims for costs, fees, or other expenses, including attorneys' fees incurred or claimed in relation to this or any matters covered by this Agreement.

With regard to any potential claims under the Age Discrimination in Employment Act of 1967 (ADEA) and the Older Workers Benefit Protection Act (OWBPA), Employee hereby knowingly and voluntarily releases the Town and Employee acknowledges and attests that he has had every opportunity to make an informed choice whether or not to sign this Agreement. Specifically, Employee acknowledges that he understands the terms and conditions of this Agreement and he has had an opportunity to consult with an attorney regarding such terms and conditions. Employee is making the knowing and voluntary decision to sign this Agreement prior to the 21-day time period set forth in the ADEA and OWBPA. Employee affirms that his decision to waive the 21-day time period was not induced by the Town through fraud, misrepresentation, or any other promise or threat to withdraw the offer prior to the expiration of the 21-day time period. Employee is not waiving Employee's vested rights and benefits under any of the Town's pension or retirement benefit plans (if applicable).

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YOU SHOULD CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT AND GENERAL RELEASE. BY SIGNING THIS AGREEMENT AND GENERAL RELEASE YOU GIVE UP AND WAIVE IMPORTANT LEGAL RIGHTS.

7. Town's General Release of Any and All Claims. Town knowingly and voluntarily releases and forever discharges Employee from any and all claims, demands, proceedings, liens, actions, causes of action, judgments, rights, fees, damages, debts, obligations, liabilities, and expenses (inclusive of attorneys' fees) of any kind whatsoever, whether known or unknown, arising out of, or in any way related to Employee's hire, benefits, employment, separation from employment with Town by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter from Employee's hiring, up to and including, the date of the Town's execution of this Agreement.

8. Return of Town Property. Employee acknowledges that he has returned to the Town, all of its property, including any and all Town equipment he may have in his possession. Employee further acknowledges that he has provided login credentials, including user names and passwords, for any and all programs, software, and/or websites to which he had access for business purposes.

98. Records. Employee has been the custodian of public records while employed by the Town. Employee will cooperate with Town or Town designated information technology professionals to transfer any and all public records to the Town within ten (10) days of execution of this Agreement.

109. No Charges Exist and No Charges Will Be Filed. Employee waives his right to file any charges or complaints on his own behalf or to participate in any charge or complaint that may be made by any other person or organization on Employee's behalf in any federal, state, or local court or administrative agency against the Town, except as such waiver is prohibited by law. Should any such charge or complaint be filed with the EEOC or any other governmental agency, which Employee legally cannot waive his rights to file charges with, Employee agrees he will not accept any relief or money from it. Employee confirms that no charge, complaint, or action against the Town exists or has been filed in any forum or form on Employee's behalf.

Employee understands he is waiving any and all claims, whether known or unknown to him, and whether or not he suspects that those claims exist or might exist at this time, except as such waiver is prohibited by law. In the event that any such claim is filed, it must be dismissed with prejudice upon presentation of this Agreement, and Employee must reimburse the Town for the costs, including attorneys' fees, of defending such action, except as prohibited by law.

110. Non-disparagement. Both parties agree that they have not made and will not make any statements or take any actions, from the date of this Agreement forward, which (i) in any way could disparage the other party, (ii) could foreseeably harm the reputation and/or good will of

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Howard Initials _____

the other party, or (iii) in any way, directly or indirectly, could knowingly cause, encourage, or condone the making of such statements or the taking of such actions by anyone else. Town will provide substantially the following information in response to any inquiries regarding Employee's services to the Town from potential employers, the public, or the media: Employee was hired on February 22, 2021, and separated from service on May 10, 2023.

121. Choice of Law and Venue. This Separation Agreement and Release is to be construed at all times in accordance with and governed by the laws of the State of Florida applicable to agreements made and to be performed entirely within such State. Any action to enforce this Agreement must be brought solely in the state or federal courts located in the State of Florida, Broward County. SUBJECT TO APPLICABLE LAW, BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL WITH RESPECT TO ANY DISPUTE ARISING FROM THIS AGREEMENT.

132. Non-Admission of Wrongdoing. Employee and the Town agree that neither this Agreement nor the furnishing of any consideration for this Agreement will be deemed or construed at any time for any purpose as an admission by Employee or by the Town of any wrongdoing, liability, or unlawful conduct.

143. Absence of Reliance. Employee acknowledges and understands that by entering into this Agreement, he has not relied in any way upon representations or statements of the Town other than those representations or statements set forth in this Agreement.

154. Entire Agreement. This Agreement contains the entire agreement between the Employee and the Town and supersedes and terminates any and all previous agreements between Employee and the Town, whether written or oral. All prior and contemporaneous discussions and negotiations have been and are hereby merged and integrated into, and are superseded by, this Agreement.

165. Amendment. This Agreement may not be modified, altered, or changed except upon the express, written consent of all parties, which includes specific reference to this Agreement.

176. Successors. This Agreement is binding upon, and will inure to the benefit of, the Parties and their respective heirs, executors, successors in interest, and assigns.

187. Headings. The headings are solely for convenience of reference and will not in any way affect the interpretation of this Agreement.

198. Acknowledgements.

- (a) Employee acknowledges that he has been advised to consult an attorney before signing this Agreement and that he has had the opportunity to consult with an attorney of his choice; and

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Howard Initials _____

- (b) Employee acknowledges that he has read this agreement in its entirety, understand its provisions, and knowingly and voluntarily consents to its terms and conditions.

2019. THE AGREEMENT TAKES EFFECT UPON EXECUTION BY ALLPARTIES.

REMAINDER OF THIS PAGE LEFT BLANK. SIGNATURE PAGE FOLLOWS.

SEPARATION AGREEMENT AND GENERAL RELEASE SIGNATURE PAGE

The parties knowingly, voluntarily and with the approval of any attorney they may have consulted, execute this Agreement as of the date set forth below:

EMPLOYEE:

By: _____
David A. Howard Date

WITNESSED:

By: _____
Signature Date

Printed Name

TOWN OF PEMBROKE PARK

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Page 5 of 6

Howard Initials _____

Page 6 of 7

By: _____
Mayor Ashira Mohammed

Date

WITNESSED:

By: _____
Signature

Printed Name

Date

AGENDA ITEM REPORT



To: Commission
Subject: Climate Action Plan
Meeting: 10 25 2023 DRAFT WORKSHOP COMMISSION MEETING - Oct 25 2023
Department: Public Works
Staff Contact: Aleem Ghany, Public Services Director

ATTACHMENTS:

[PS Cover Letter SEFL Climate Pledge](#)
[PS SEFL Climate Action Pledge FINAL](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Oct 18 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Oct 18 2023
Christian Noel, Accounts Payable	Approved - Oct 19 2023
Marlen Martell, Town Clerk	Approved - Oct 19 2023



April 21, 2023

Dear Partners,

On behalf of the Southeast Florida Regional Climate Change Compact (the Compact), I am writing to invite participation and affirm your commitment to jointly advancing strategic climate adaptation and mitigation efforts and advancing the implementation of the Regional Climate Action Plan through adopting the Southeast Florida Climate Action Pledge.

In 2010, Broward, Miami-Dade, Monroe and Palm Beach Counties established the [Southeast Florida Regional Climate Change Compact](#), one of the nation's earliest leaders to conceive of and formalize a collaborative regional approach to address climate change. In 2012, the Compact codified its vision in its first [Regional Climate Action Plan](#) (RCAP). In 2022, the Compact undertook the third iteration of the RCAP, through the guidance and expertise of more than 150 subject matter experts. The RCAP 3.0 continues to serve as a comprehensive, ambitious, and voluntary framework that aligns and guides the acceleration of local and regional climate action in Southeast Florida toward a shared vision of a low-carbon, healthy, prosperous, more equitable and more resilient region.

The Climate Action Pledge was first developed in 2012 after the release of the first RCAP document, in recognition of the significant climate leadership demonstrated by local and tribal governments and the central role that municipal and tribal government partners play in advancing toward a more resilient region. More than a third of local and tribal governments joined the four counties in adopting the 2012 Pledge.

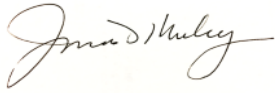
A decade later, the Compact has updated the Climate Action Pledge to align with the RCAP 3.0 update and to reaffirm our shared commitment to a regionally collaborative approach to achieving climate adaptation and mitigation objectives. It is our sincere hope that the local and tribal governments in Southeast Florida will once again join us and signal your leadership through adoption of the Pledge.

The Climate Action Pledge is attached for your review and consideration. Should you have any questions or concerns, do not hesitate to contact me, Dr. Jennifer Jurado, at jjurado@broward.org or Sarah Pariseau, Environmental Policy and Program Lead, at spariseau@broward.org.

Sincerely,

Jennifer Jurado, Ph.D.
Deputy Director and Chief Resilience Officer
Resilient Environment Department
Broward County

Rhonda Haag
Chief Resilience Officer
Monroe County



James Murley
Chief Resilience Officer, Office of Resilience
Miami-Dade County



Megan Houston
Director, Office of Resilience
Palm Beach County

SOUTHEAST FLORIDA LOCAL AND TRIBAL GOVERNMENT CLIMATE ACTION PLEDGE

A PLEDGE OF THE SOUTHEAST FLORIDA LOCAL AND TRIBAL GOVERNMENTS ENDORSING THE SOUTHEAST FLORIDA CLIMATE ACTION PLEDGE; AGREEING TO JOINTLY ADVANCE STRATEGIC CLIMATE ADAPTATION AND MITIGATION PLANNING, PROGRAMS, POLICIES AND PROJECTS; AND ADVANCING THE IMPLEMENTATION OF THE REGIONAL CLIMATE ACTION PLAN AS APPROPRIATE FOR EACH GOVERNMENT.

WHEREAS, Southeast Florida is considered one of the most vulnerable areas of the country to the consequences of global climate change, with impacts including sea level rise, elevated groundwater levels, rainfall intensification, extreme heat, and ocean acidification presenting extreme risk to Southeast Florida's communities, economy, and natural systems; and

WHEREAS, in recognition of the need for immediate, coordinated and visionary action to address the impacts of a changing climate and provide for economic and environmental resilience in Southeast Florida, in 2010 the counties of Broward, Miami-Dade, Monroe, and Palm Beach (Compact Partners) entered into the Southeast Florida Regional Climate Change Compact (Compact); and

WHEREAS, the Compact has been an international model for regional collaboration on climate action, with development of key tools, resources, and a Regional Climate Action Plan to expedite and harmonize efforts in support of 111 local and tribal governments across the four-county region; and

WHEREAS, to continue these efforts, the third iteration of the Regional Climate Action Plan (RCAP 3.0) was undertaken in 2022, through a collaborative process involving more than 150 subject matter experts representing public and private sectors, academic institutions, and not-for-profit organizations; and

WHEREAS, the RCAP 3.0 is voluntary framework designed to align, guide, and support the acceleration of local and regional climate action in Southeast Florida toward a shared vision of a low-carbon, healthy, prosperous, more equitable, and more resilient region; and

WHEREAS, local and tribal governments have individually demonstrated significant climate leadership, and the RCAP supports the alignment of these individual local efforts with the regional framework and vision; and

WHEREAS, the RCAP does not provide a mandate, but rather serves as a voluntary guidance document that local and tribal governments can adopt and utilize in a manner that reflects their unique context, priorities, and vision for the future of their community; and

WHEREAS, our response to the climate crisis represents an opportunity to build more resilient, livable, equitable communities; bolster regional economic security and advance

vibrant, low-carbon innovation economies; and deliver resilient infrastructure that meets community needs now and into the future; and

WHEREAS, there is power in the collective action of counties, municipalities, and tribal governments in jointly developing, advancing, and advocating for mutually beneficial regional, state, and national climate and energy strategies, policies, regulations, and agreements that are consequential to Southeast Florida's shared resilience and prosperity; and

WHEREAS, all local and tribal governments throughout Broward, Miami-Dade, Monroe, and Palm Beach counties are invited to sign on to the Southeast Florida Climate Action Pledge.

NOW, THEREFORE, BE IT PLEDGED THAT

Section 1. [city/town/village/tribe] _____ pledges to jointly advance strategic climate adaptation and mitigation planning, programs, policies, and projects.

Section 2. [city/town/village/tribe] _____ pledges to support the implementation of the RCAP 3.0 through integrating its recommendations and strategies into existing and future relevant planning, program, policy, and project development as appropriate.

Section 3. [city/town/village/tribe] _____ pledges to utilize and integrate tools and resources developed by the Compact, as appropriate, in climate action planning and implementation, including application of the Regionally Unified Sea Level Rise Projection, participation in the Compact Climate Assessment Tool (C-CAT), and engagement in Compact events including RCAP Implementation Workshops and attendance at the Annual Climate Leadership Summit.

EFFECTIVE DATE.

This Pledge shall become effective upon adoption.

ADOPTED this ____ day _____, 2023.

RESOLUTION NO. 2023-024

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA ENDORSING THE SOUTHEAST FLORIDA CLIMATE ACTION PLEDGE; AGREEING TO JOINTLY ADVANCE STRATEGIC CLIMATE ADAPTATION AND MITIGATION PLANNING, PROGRAMS, POLICIES AND PROJECTS; ADVANCING THE IMPLEMENTATION OF THE REGIONAL CLIMATE ACTION PLAN AS APPROPRIATE FOR EACH GOVERNMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Southeast Florida is considered one of the most vulnerable areas of the country to the consequences of global climate change, with impacts including sea level rise, elevated groundwater levels, rainfall intensification, extreme heat, and ocean acidification presenting extreme risk to Southeast Florida's communities, economy, and natural systems; and

WHEREAS, in recognition of the need for immediate, coordinated and visionary action to address the impacts of a changing climate and provide for economic and environmental resilience in Southeast Florida, in 2010 the counties of Broward, Miami-Dade, Monroe, and Palm Beach (Compact Partners) entered into the Southeast Florida Regional Climate Change Compact (Compact); and

WHEREAS, the Compact has been an international model for regional collaboration on climate action, with development of key tools, resources, and a Regional Climate Action Plan to expedite and harmonize efforts in support of 111 local and tribal governments across the four-county region; and

WHEREAS, to continue these efforts, the third iteration of the Regional Climate Action Plan (RCAP 3.0) was undertaken in 2022, through a collaborative process involving more than 150 subject matter experts representing public and private sectors, academic institutions, and not-for-profit organizations; and

WHEREAS, the RCAP 3.0 is voluntary framework designed to align, guide, and support the acceleration of local and regional climate action in Southeast Florida toward a shared vision of a low-carbon, healthy, prosperous, more equitable, and more resilient region; and

WHEREAS, local and tribal governments have individually demonstrated significant climate leadership, and the RCAP supports the alignment of these individual local efforts with the regional framework and vision; and

WHEREAS, the RCAP does not provide a mandate, but rather serves as a voluntary guidance document that local and tribal governments can adopt and utilize in a manner that reflects their unique context, priorities, and vision for the future of their community; and

WHEREAS, our response to the climate crisis represents an opportunity to build more resilient, livable, equitable communities; bolster regional economic security and advance Page 4 of 5 2 vibrant, low-carbon innovation economies; and deliver resilient infrastructure that meets community needs now and into the future; and

WHEREAS, there is power in the collective action of counties, municipalities, and tribal governments in jointly developing, advancing, and advocating for mutually beneficial regional, state, and national climate and energy strategies, policies, regulations, and agreements that are consequential to Southeast Florida's shared resilience and prosperity; and

WHEREAS, all local and tribal governments throughout Broward, Miami-Dade, Monroe, and Palm Beach counties are invited to sign on to the Southeast Florida Climate Action Pledge.

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

{00584922.1 3399-0000000 }

Section 1: That the Town Commission pledges to jointly advance strategic climate adaptation and mitigation planning, programs, policies, and projects.

Section 2: That the Town Commission pledges to support the implementation of the RCAP 3.0 through integrating its recommendations and strategies into existing and future relevant planning, program, policy, and project development as appropriate.

Section 3: That the Town Commission pledges to utilize and integrate tools and resources developed by the Compact, as appropriate, in climate action planning and implementation, including application of the Regionally Unified Sea Level Rise Projection, participation in the Compact Climate Assessment Tool (C-CAT), and engagement in Compact events including RCAP Implementation Workshops and attendance at the Annual Climate Leadership Summit.

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

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

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

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED this 8th day of November, 2023.

ATTEST:

ASHIRA MOHAMMED
Mayor

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

JACOB G. HOROWITZ, ESQ
Interim Town Attorney

AGENDA ITEM REPORT



To: IT Department
Subject: Fiber for the Town's infrastructure.
Meeting: 10 25 2023 DRAFT WORKSHOP COMMISSION MEETING - Oct 25 2023
Department: IT
Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This is from Crown Castle Government contract **GSA# GS-35F-465DA SIN#54151ECOM CLIN# 17082**

FINANCIAL IMPACT:

This is a budgeted item. The cost is \$549.11 per month for a 36-month Contract.

RECOMMENDATION:

Approve New circuit

ATTACHMENTS:

[Town of Pembroke Park - Service Order - October 2023 - 500Mbps](#)

[Town of Pembroke Park - IP Form - October 2023](#)

	Status:
Christian Noel, Accounts Payable	Approved - Oct 19 2023
Jacobs Horowitz, Interim Town Attorney	Pending
Aleem Ghany, Public Services Director	None
Marlen Martell, Town Clerk	None



IP Address Request Form

Customer or Licensee Information

Licensee Name: Town of Pembroke Park
Technical Contact: Mark Pakula
Title:
Licensee Address: 3150 SW 52nd Ave, 1st Floor, Pembroke Park, FL 33023

Request Date: 10/19/2023
Technical Contact Email: mpakula@tppfl.gov
Phone Number:

ARIN ORG ID:

ARIN Tech. Handle:

DDoS Defense Contact Information (*To be completed if ordering DDoS Defense)

Please provide two (2) contacts in your organization who can be reached 24 hours a day, 7 days a week, 365 days a year.

Primary Contact
Full Name:
Phone Number:
Email Address:

Secondary Contact
Full Name:
Phone Number:
Email Address:

Instructions

This form must be completed by the Licensee so that the Company can properly configure and activate the Product(s) hereunder. Please note that a new form must be completed by the Licensee and submitted to the Company each time the Licensee requests any modifications to IP address allocations, DDoS Defense, and/or BGP peering.

Crown Castle IPv4 Address Policy

Company conforms to the North American IP Registry (ARIN) policies regarding IP address assignments. As part of its standard delivery process, Company will only assign the amount of IP addresses that Licensee can sufficiently justify with this form for use on Licensee's local area network (LAN). Company reserves the right to perform network scans across Licensee's allocations to verify compliance. IP addresses assigned to the Licensee by Company are in conjunction with Licensee's Product hereunder. The assigned IP addresses must be returned to the Company upon termination of the Product. Company reserves the right to recall, without any liability to the Licensee, any public space not used for the purpose herein delineated. If you have any additional questions about the IP assignment policy or process, then please review ARIN's Address Assignment Policy and Procedures which can be found at <https://www.arin.net/policy/nrpm.html>.

Licensee MUST use 25% of the IP addresses requested on the day of installation, with a one-week grace period to cover equipment problems.

Licensee MUST use 50% of assigned addresses within six (6) months, or the addresses will be withdrawn.

Licensee MUST use 80% aggregate of assigned addresses before Company will issue any additional addresses. Proof of 80% aggregate utilization with detailed host break down or IP SWIP of existing space is required with the new request.

IP Address Space Requested

IPv4 Addresses Requested: Company will provide a maximum of one /24 equivalent space which can be discontiguous. Company will only provide a contiguous /24 subnet to multi-home with BGP under ARIN NRPM 2017.4 Section 4.2.3.6. Company must be the primary connection, and therefore, Licensee must have no AS-Path padding or local preference setting that would prefer another path. Licensee must also have its secondary provider confirm that they are providing Licensee with service and that the respective secondary provider is only providing link or WAN addresses and not providing Licensee with routable space. Licensee must work with ARIN directly for any requirements not otherwise stated herein.

Please Note: Any prefix /28 and larger will be statically routed over a directly connected /30 or /31

Cidr Size	Subnet Mask	Number of usable IPv4
/24	255.255.255.0	254
/25	255.255.255.128	126
/26	255.255.255.192	62
/27	255.255.255.224	30
/28	255.255.255.240	14
/29	255.255.255.248	6
/30	255.255.255.252	*1(1 of 2 IP addresses is allocated to Company WAN Router)

IPv6 Addresses Requested: Licensee may request a /48 for each site in its network and any sites that will be operational within twelve (12) months. A site is a discrete location that is part of a Licensee's network. A campus with multiple buildings may be considered as one or multiple sites based on the implementation of its network infrastructure. In order for a campus to be considered as multiple sites, the Licensee must submit reasonably detailed technical documentation to the Company describing how the network infrastructure is implemented in a manner equivalent to multiple sites.

Advertising IP Blocks not assigned by Crown Castle

Licensee shall provide Letter(s) of Authorization (each an "LOA") as required by the Company, in its sole discretion, for any IP blocks to be advertised through the Company Network. Licensee acknowledges and agrees that the Licensee may be required to submit multiple LOAs in the event such IP block was not allocated or assigned directly to the Licensee. Each LOA shall be on the respective entity's company letterhead providing such authorization. Company will withdraw advertisements for IP allocations revoked by the assigned owner of the respective IP block.

Please complete the form below

Current IP Address Allocation and Usage (List both IPv4 and IPv6 address space in use in your network from all sources)

Network	Assigned By	Date Assigned	% in Use	Being renumbered to Crown Castle?

IP Request Information			
	Block Size	Route Type	Description
IPv4 - WAN IP Block Size:	/29 (5 usable IPs for customer)	Direct	The WAN IP Block is for the connection from your router to the Company router
IPv4 - LAN IP Block Size:	Please Select	Please Select	The LAN IP Block is for your network. IP justification is required.
IPv6 - WAN IP Block Size:	Please Select	Direct	The WAN IP Block is for the connection from your router to the Company router.
IPv6 - LAN IP Block Size:	Please Select	Please Select	The LAN IP Block is for your network. IP justification is required.

Please provide IP justification for the amount of IPs that are being requested (based on the LAN IPv4 block selected above). This is required for IPv4 requests larger than the default /30 allocation.

IP Addresses Required	Description (Routers, Firewalls, Servers, etc. Including host counts in each)
/29	Router/Firewall

For Private BGP Peering: Please write "Private" in the AS Number Line. Licensee will only be able to peer with the Company under Private BGP Peering. A Private AS number will be provided.

BGP Request Information	
AS Number:	
If Multihomed, please list AS's you are connected to:	
Requested Advertisement:	Please Select
MD5 Key (Plain text) if Desired:	

Please review the IP Address LOA Policy above.

Routes to be Advertised to Crown Castle

Additional Remarks

Licensee represents and warrants that the above information is true and correct. Licensee acknowledges and agrees that Internet Protocol Version 4 (IPv4) address space is limited and that users of the Internet are responsible for conserving address space and ensuring that the address space is utilized efficiently. Licensee acknowledges and agrees that the Company reserves the right, without any liability to the Licensee, to recall any address space allocated to the Licensee not used after the initial six (6) months of the applicable term for the respective Product(s) hereunder.

Name _____ Title _____

Licensee Signature _____ Date _____

AGENDA ITEM REPORT



To:

Subject: Camera system for the Police Department

Meeting: AGENDA WORKSHOP COMMISSION MEETING - Oct 25 2023

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This is a video system for the Police interrogation room.

FINANCIAL IMPACT:

The Cost over five years is \$44,425.31. I would ask not to exceed 45,000.00
Contract Sourcewell Contract #010720-AXN

RECOMMENDATION:

Approve the Axon system for the Police Department

ATTACHMENTS:

[Pembroke Park PD Interview Room Quote](#)
[Master Services and Purchasing Agreement v18.0 \(1\)](#)

Non-Binding Budgetary Estimate



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-523864-45222.650NS

Issued: 10/23/2023

Quote Expiration: 11/02/2023

Estimated Contract Start Date: 06/01/2024

Account Number: 516154

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Town Of Pembroke Park-FL 3150 SW 52nd Ave Hollywood, FL 33023-5413 USA	Town Of Pembroke Park-FL 3150 SW 52nd Ave Hollywood FL 33023-5413 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Gershenson (Leinson) Phone: Email: rleinson@axon.com Fax:	Ra Shana Dabney Donovan Phone: 754-210-5894 Email: rdabneydonovan@pdtppfl.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$44,425.31
ESTIMATED TOTAL W/ TAX	\$44,425.31

Discount Summary

Average Savings Per Year	\$59,000.00
TOTAL SAVINGS	\$295,000.00

Payment Summary

Date	Subtotal	Tax	Total
May 2024	\$8,885.07	\$0.00	\$8,885.07
May 2025	\$8,885.06	\$0.00	\$8,885.06
May 2026	\$8,885.06	\$0.00	\$8,885.06
May 2027	\$8,885.06	\$0.00	\$8,885.06
May 2028	\$8,885.06	\$0.00	\$8,885.06
Total	\$44,425.31	\$0.00	\$44,425.31

Non-Binding Budgetary Estimate

Quote Unbundled Price:	\$339,425.31
Quote List Price:	\$339,425.31
Quote Subtotal:	\$44,425.31

Pricing

Page 3 of 48 *All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
74056	INTERVIEW - TOUCH PANEL WALL MOUNT	1			\$64.00	\$64.00	\$64.00	\$0.00	\$64.00
50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1			\$233.35	\$233.35	\$233.35	\$0.00	\$233.35
74118	INTERVIEW - ENCLOSURE – THERMOSTAT	1			\$238.67	\$238.67	\$238.67	\$0.00	\$238.67
50114	INTERVIEW - CAMERA - COVERT SENSOR	1			\$390.00	\$390.00	\$390.00	\$0.00	\$390.00
50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	1			\$675.17	\$675.17	\$675.17	\$0.00	\$675.17
50220	INTERVIEW - SWITCH - 8 PORT POE	1			\$915.29	\$915.29	\$915.29	\$0.00	\$915.29
50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1			\$233.35	\$233.35	\$233.35	\$0.00	\$233.35
50298	INTERVIEW - CAMERA - OVERT DOME	1			\$964.00	\$964.00	\$964.00	\$0.00	\$964.00
50322	INTERVIEW - TOUCH PANEL PRO	1			\$2,987.48	\$2,987.48	\$2,987.48	\$0.00	\$2,987.48
50294	INTERVIEW - SERVER - LITE	2			\$3,625.79	\$3,625.79	\$7,251.58	\$0.00	\$7,251.58
A la Carte Software									
50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	1	60		\$1,500.00	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	1	60		\$27.12	\$27.12	\$1,627.20	\$0.00	\$1,627.20
50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	60		\$1,750.00	\$1,750.00	\$3,500.00	\$0.00	\$3,500.00
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	60		\$31.68	\$31.68	\$3,801.60	\$0.00	\$3,801.60
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	60		\$107.41	\$107.41	\$12,889.20	\$0.00	\$12,889.20
A la Carte Services									
85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1			\$5,950.00	\$5,950.00	\$5,950.00	\$0.00	\$5,950.00
A la Carte Warranties									
50448	EXT WARRANTY, INTERVIEW ROOM	1	49		\$24.58	\$24.58	\$1,204.42	\$0.00	\$1,204.42
Total							\$44,425.31	\$0.00	\$44,425.31

Non-Binding Budgetary Estimate

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	50114	INTERVIEW - CAMERA - COVERT SENSOR	1	05/01/2024
A la Carte	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	05/01/2024
A la Carte	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	05/01/2024
A la Carte	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	1	05/01/2024
A la Carte	50220	INTERVIEW - SWITCH - 8 PORT POE	1	05/01/2024
A la Carte	50294	INTERVIEW - SERVER - LITE	2	05/01/2024
A la Carte	50298	INTERVIEW - CAMERA - OVERT DOME	1	05/01/2024
A la Carte	50322	INTERVIEW - TOUCH PANEL PRO	1	05/01/2024
A la Carte	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	1	05/01/2024
A la Carte	74118	INTERVIEW - ENCLOSURE – THERMOSTAT	1	05/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	1	06/01/2024	05/31/2029
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	1	06/01/2024	05/31/2029
A la Carte	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	06/01/2024	05/31/2029
A la Carte	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	06/01/2024	05/31/2029
A la Carte	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	06/01/2024	05/31/2029

Services

Bundle	Item	Description	QTY
A la Carte	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50448	EXT WARRANTY, INTERVIEW ROOM	1	05/01/2025	05/31/2029

Non-Binding Budgetary Estimate

Payment Details

Page 5 of 48

May 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	1	\$300.00	\$0.00	\$300.00
Annual Payment 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	1	\$325.44	\$0.00	\$325.44
Annual Payment 1	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$700.00	\$0.00	\$700.00
Annual Payment 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$760.32	\$0.00	\$760.32
Annual Payment 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	\$2,577.85	\$0.00	\$2,577.85
Annual Payment 1	50114	INTERVIEW - CAMERA - COVERT SENSOR	1	\$78.00	\$0.00	\$78.00
Annual Payment 1	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$0.00	\$46.67
Annual Payment 1	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$0.00	\$46.67
Annual Payment 1	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	1	\$135.03	\$0.00	\$135.03
Annual Payment 1	50220	INTERVIEW - SWITCH - 8 PORT POE	1	\$183.06	\$0.00	\$183.06
Annual Payment 1	50294	INTERVIEW - SERVER - LITE	2	\$1,450.32	\$0.00	\$1,450.32
Annual Payment 1	50298	INTERVIEW - CAMERA - OVERT DOME	1	\$192.80	\$0.00	\$192.80
Annual Payment 1	50322	INTERVIEW - TOUCH PANEL PRO	1	\$597.50	\$0.00	\$597.50
Annual Payment 1	50448	EXT WARRANTY, INTERVIEW ROOM	1	\$240.88	\$0.00	\$240.88
Annual Payment 1	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	1	\$12.80	\$0.00	\$12.80
Annual Payment 1	74118	INTERVIEW - ENCLOSURE – THERMOSTAT	1	\$47.73	\$0.00	\$47.73
Annual Payment 1	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1	\$1,190.00	\$0.00	\$1,190.00
Total				\$8,885.07	\$0.00	\$8,885.07

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	1	\$300.00	\$0.00	\$300.00
Annual Payment 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	1	\$325.44	\$0.00	\$325.44
Annual Payment 2	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$700.00	\$0.00	\$700.00
Annual Payment 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$760.32	\$0.00	\$760.32
Annual Payment 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	\$2,577.84	\$0.00	\$2,577.84
Annual Payment 2	50114	INTERVIEW - CAMERA - COVERT SENSOR	1	\$78.00	\$0.00	\$78.00
Annual Payment 2	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$0.00	\$46.67
Annual Payment 2	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$0.00	\$46.67
Annual Payment 2	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	1	\$135.03	\$0.00	\$135.03
Annual Payment 2	50220	INTERVIEW - SWITCH - 8 PORT POE	1	\$183.06	\$0.00	\$183.06
Annual Payment 2	50294	INTERVIEW - SERVER - LITE	2	\$1,450.32	\$0.00	\$1,450.32
Annual Payment 2	50298	INTERVIEW - CAMERA - OVERT DOME	1	\$192.80	\$0.00	\$192.80
Annual Payment 2	50322	INTERVIEW - TOUCH PANEL PRO	1	\$597.50	\$0.00	\$597.50
Annual Payment 2	50448	EXT WARRANTY, INTERVIEW ROOM	1	\$240.88	\$0.00	\$240.88
Annual Payment 2	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	1	\$12.80	\$0.00	\$12.80
Annual Payment 2	74118	INTERVIEW - ENCLOSURE – THERMOSTAT	1	\$47.73	\$0.00	\$47.73
Annual Payment 2	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1	\$1,190.00	\$0.00	\$1,190.00
Total				\$8,885.06	\$0.00	\$8,885.06

Non-Binding Budgetary Estimate

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	1	\$300.00	\$0.00	\$300.00
Annual Payment 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	1	\$325.44	\$0.00	\$325.44
Annual Payment 3	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$700.00	\$0.00	\$700.00
Annual Payment 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$760.32	\$0.00	\$760.32
Annual Payment 3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	\$2,577.84	\$0.00	\$2,577.84
Annual Payment 3	50114	INTERVIEW - CAMERA - COVERT SENSOR	1	\$78.00	\$0.00	\$78.00
Annual Payment 3	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$0.00	\$46.67
Annual Payment 3	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$0.00	\$46.67
Annual Payment 3	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	1	\$135.03	\$0.00	\$135.03
Annual Payment 3	50220	INTERVIEW - SWITCH - 8 PORT POE	1	\$183.06	\$0.00	\$183.06
Annual Payment 3	50294	INTERVIEW - SERVER - LITE	2	\$1,450.32	\$0.00	\$1,450.32
Annual Payment 3	50298	INTERVIEW - CAMERA - OVERT DOME	1	\$192.80	\$0.00	\$192.80
Annual Payment 3	50322	INTERVIEW - TOUCH PANEL PRO	1	\$597.50	\$0.00	\$597.50
Annual Payment 3	50448	EXT WARRANTY, INTERVIEW ROOM	1	\$240.88	\$0.00	\$240.88
Annual Payment 3	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	1	\$12.80	\$0.00	\$12.80
Annual Payment 3	74118	INTERVIEW - ENCLOSURE - THERMOSTAT	1	\$47.73	\$0.00	\$47.73
Annual Payment 3	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1	\$1,190.00	\$0.00	\$1,190.00
Total				\$8,885.06	\$0.00	\$8,885.06

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	1	\$300.00	\$0.00	\$300.00
Annual Payment 4	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	1	\$325.44	\$0.00	\$325.44
Annual Payment 4	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$700.00	\$0.00	\$700.00
Annual Payment 4	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$760.32	\$0.00	\$760.32
Annual Payment 4	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	\$2,577.84	\$0.00	\$2,577.84
Annual Payment 4	50114	INTERVIEW - CAMERA - COVERT SENSOR	1	\$78.00	\$0.00	\$78.00
Annual Payment 4	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$0.00	\$46.67
Annual Payment 4	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$0.00	\$46.67
Annual Payment 4	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	1	\$135.03	\$0.00	\$135.03
Annual Payment 4	50220	INTERVIEW - SWITCH - 8 PORT POE	1	\$183.06	\$0.00	\$183.06
Annual Payment 4	50294	INTERVIEW - SERVER - LITE	2	\$1,450.32	\$0.00	\$1,450.32
Annual Payment 4	50298	INTERVIEW - CAMERA - OVERT DOME	1	\$192.80	\$0.00	\$192.80
Annual Payment 4	50322	INTERVIEW - TOUCH PANEL PRO	1	\$597.50	\$0.00	\$597.50
Annual Payment 4	50448	EXT WARRANTY, INTERVIEW ROOM	1	\$240.88	\$0.00	\$240.88
Annual Payment 4	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	1	\$12.80	\$0.00	\$12.80
Annual Payment 4	74118	INTERVIEW - ENCLOSURE - THERMOSTAT	1	\$47.73	\$0.00	\$47.73
Annual Payment 4	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1	\$1,190.00	\$0.00	\$1,190.00
Total				\$8,885.06	\$0.00	\$8,885.06

May 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	1	\$300.00	\$0.00	\$300.00
Annual Payment 5	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	1	\$325.44	\$0.00	\$325.44
Annual Payment 5	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$700.00	\$0.00	\$700.00

Non-Binding Budgetary Estimate

May 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$760.32	\$0.00	\$760.32
Annual Payment 5	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	2	\$2,577.84	\$0.00	\$2,577.84
Annual Payment 5	50114	INTERVIEW - CAMERA - COVERT SENSOR	1	\$78.00	\$0.00	\$78.00
Annual Payment 5	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$0.00	\$46.67
Annual Payment 5	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	\$46.67	\$0.00	\$46.67
Annual Payment 5	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	1	\$135.03	\$0.00	\$135.03
Annual Payment 5	50220	INTERVIEW - SWITCH - 8 PORT POE	1	\$183.06	\$0.00	\$183.06
Annual Payment 5	50294	INTERVIEW - SERVER - LITE	2	\$1,450.32	\$0.00	\$1,450.32
Annual Payment 5	50298	INTERVIEW - CAMERA - OVERT DOME	1	\$192.80	\$0.00	\$192.80
Annual Payment 5	50322	INTERVIEW - TOUCH PANEL PRO	1	\$597.50	\$0.00	\$597.50
Annual Payment 5	50448	EXT WARRANTY, INTERVIEW ROOM	1	\$240.88	\$0.00	\$240.88
Annual Payment 5	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	1	\$12.80	\$0.00	\$12.80
Annual Payment 5	74118	INTERVIEW - ENCLOSURE - THERMOSTAT	1	\$47.73	\$0.00	\$47.73
Annual Payment 5	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1	\$1,190.00	\$0.00	\$1,190.00
Total				\$8,885.06	\$0.00	\$8,885.06

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.





Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "**AS IS,**" without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 18.0

Release Date: 6/26/2025

Page 9 of 48

Page 1 of 40



Master Services and Purchasing Agreement for Agency

- fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.
8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 18.0

Release Date: 6/26/2025

Page 10 of 48

Page 2 of 40



Master Services and Purchasing Agreement for Agency

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality. "Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.



Master Services and Purchasing Agreement for Agency

18. General.

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12 **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

AGENCY:

Signature: _____

Name: _____

Title: _____

Date: _____

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 18.0

Release Date: 6/26/2025

Page 12 of 48

Page 4 of 40



Master Services and Purchasing Agreement for Agency

Axon Cloud Services Terms of Use Appendix

1. Definitions.

- a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
 - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
 - c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
 - d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
- a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic



Master Services and Purchasing Agreement for Agency

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
 - b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon



Master Services and Purchasing Agreement for Agency

may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
14. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



Master Services and Purchasing Agreement for Agency

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



Master Services and Purchasing Agreement for Agency

to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



Master Services and Purchasing Agreement for Agency

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Dock access



Master Services and Purchasing Agreement for Agency

Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.
For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.



Master Services and Purchasing Agreement for Agency

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.
Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure agency settings based on Agency need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure agency settings based on Agency need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.



Master Services and Purchasing Agreement for Agency

13. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
16. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Master Services and Purchasing Agreement for Agency

Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



Master Services and Purchasing Agreement for Agency

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade.** If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6th) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 7 Subscription</u>
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.
7. **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
9. **Termination.** If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



Master Services and Purchasing Agreement for Agency

- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.
- 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



Master Services and Purchasing Agreement for Agency

TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term.** The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights.** Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.



Master Services and Purchasing Agreement for Agency

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



Master Services and Purchasing Agreement for Agency

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.
 19. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
 20. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates. Failure to make vehicles available may require an equitable adjustment in fees or schedule.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. Wireless Offload Server.
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. Axon Vehicle Software.
 - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.



Master Services and Purchasing Agreement for Agency

6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Master Services and Purchasing Agreement for Agency

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Master Services and Purchasing Agreement for Agency

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



Master Services and Purchasing Agreement for Agency

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



Master Services and Purchasing Agreement for Agency

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/legal/axon-virtual-reality-privacy-policy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



Master Services and Purchasing Agreement for Agency

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
 - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
 - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Axon Evidence Local;
 - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
 - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.



Master Services and Purchasing Agreement for Agency

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;



Master Services and Purchasing Agreement for Agency

- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;
- 5.3. the structure of and relationship of API Service resources; and
- 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:
 - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



Master Services and Purchasing Agreement for Agency

Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



Master Services and Purchasing Agreement for Agency

Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

- 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
- 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
- 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

5. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

- 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
- 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
- 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
- 8.4. Ensure all appropriate data backups are performed;
- 8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
- 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
- 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,



Master Services and Purchasing Agreement for Agency

and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



Master Services and Purchasing Agreement for Agency

VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.



Master Services and Purchasing Agreement for Agency

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

- 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
- 2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.
- 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.
- 2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks
Maintaining **Agency's Axon Evidence account**
Connecting Agency to "Early Access" programs for new devices

Account Maintenance

Conducting on-site training on new features and **devices for Agency leadership team(s)**
Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program**
Conducting weekly meetings to cover current issues and program status

Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
Comparing **Agency's Axon usage and trends to peers to establish best practices**
Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices
Proactively monitoring the health of **Axon equipment**
Creating and monitoring RMAs **on-site**
Providing Axon app support
Monitoring and testing new firmware and workflows before they are released to Agency's production environment

Agency Advocacy

Coordinating **bi-annual voice of customer meetings with Axon's Device Management team**
Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**

- 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
- 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.
- 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.
- 3.4. The Regional TAM service options are listed below:



Master Services and Purchasing Agreement for Agency

Account Maintenance

Conducting remote training on new features and **devices for Agency's leadership**

Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**

Conducting weekly conference calls to cover **current issues and program status**

Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**

Comparing an **Agency's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

Coordinating bi-yearly Voice of **Agency meetings with Device Management team**

Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.



Master Services and Purchasing Agreement for Agency

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses—the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

Title: Master Services and Purchasing Agreement between Axon and Agency
Department: Legal
Version: 18.0
Release Date: 6/26/2023

Page 42 of 48

Page 34 of 40



Master Services and Purchasing Agreement for Agency

subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

Title: Master Services and Purchasing Agreement between Axon and Agency
Department: Legal
Version: 18.0
Release Date: 6/26/2023

Page 43 of 48

Page 35 of 40



My90 Terms of Use Appendix

Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.
- 1.3. **"Agency Data"** means
 - 1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Agency Owns My90 Agency Content.** Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 18.0

Release Date: 6/26/2023

Page 44 of 48

Page 36 of 40



Master Services and Purchasing Agreement for Agency

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.
9. **Required Disclosures.** Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Agency Use of Aggregated Survey Response.** Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfillment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Agency Content.** With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to



Master Services and Purchasing Agreement for Agency

that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Agency is responsible for:
 - 18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Agency will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Agency Responsibilities.** Agency is responsible for:
 - 20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.
21. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security



Master Services and Purchasing Agreement for Agency

risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
- 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
- 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
- 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
- 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
- 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



Master Services and Purchasing Agreement for Agency

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.

AGENDA ITEM REPORT



To:

Subject: Public Works Warehouse Storage - Lease Agreement

Meeting: 10 25 2023 DRAFT WORKSHOP COMMISSION MEETING - Oct 25 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

The is currently renting a storage space at Lakeside Business Park for the Public Services Department. The currently lease has expired and this is another or contract.

FINANCIAL IMPACT:

This is no cost to the Town.

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[Updated Town of Pembroke Park 2722 Lease](#)

AGREEMENT OF LEASE

This AGREEMENT OF LEASE (“Lease”) between the parties set forth below incorporates the Basic Lease Provisions/Definitions and the General Lease Provisions attached hereto.

ARTICLE I - BASIC LEASE PROVISIONS/DEFINITIONS

In addition to other terms elsewhere defined in this Lease, the following terms whenever used in this Lease shall have only the meanings set forth in this Article I (Basic Lease Provisions/Definitions), unless such meanings are expressly modified, limited or expanded elsewhere herein.

1. **Date of Lease (for reference purposes only):** September 1, 2023
2. **Tenant:** Town of Pembroke Park
3. **Tenant’s Notice Address:** 2722 South Park Road, Pembroke Park, FL, 33009
Tenant’s Phone Number: 954-495-0154
Tenant’s E-Mail Address: aghany@tppfl.gov
4. **Landlord:** I-95 Realty, Inc., a Florida corporation
5. **Landlord’s Notice Address:** 3041 N.E. 42nd Street
Fort Lauderdale, FL, 33308

With a copy to:

Joshua M. Entin, Esq.
Entin Law Group, P.A.
1213 S.E. Third Avenue
Fort Lauderdale, FL, 33316
6. **Tenant’s Rented Address (the “Premises”):** The space which bears the address 2722 South Park Road, Pembroke Park, FL, 33009.
7. **Tenant’s Pro Rata Share:** N/A
8. **Lease Term:** The Lease shall begin on the Commencement Date (stated below) and continue through and including September 1, 2023 to August 31, 2024.

- 9. Commencement Date:** September 1, 2023.
- 10. Base Rent:** Base Rent for the purposes of this Lease shall be \$0.00 per month. Beginning on the anniversary of the Commencement Date and each year annually thereafter during the Lease Term, Base Rent will be increased by \$N/A monthly. Rent escalation payable in monthly installments, in advance, without notice, due on the first day of each calendar month during the Term of this Lease, free from all claims, demands or setoffs against Landlord of any kind or character whatsoever. If the Term of this Lease shall begin or terminate on other than the first or last day respectively of a calendar month, all Base Rent and other charges accruing under this Lease for such portion of the partial calendar month shall be apportioned and paid on the basis of a thirty-day month. In addition to any other sums due under this Lease, simultaneously with Tenant's execution of this Lease, Tenant shall pay Landlord the First Month's Base Rent, the Last Month's Base Rent, and the Security Deposit (in amount equal to Last Month's Base Rent).
- 11. Base Year:** 2023
- 12. Security Deposit:** See Article II, paragraph 5(b) below.
- 13. Rent Payment Address:** 2712 South Park Road
Pembroke Park, Florida, 33009
- 14. Permitted Use:** Tenant will use the Premises solely for storage of public works tools and equipment, storage and distribution purposes, and without storage of hazardous materials.
- 15. Broker:** None.
- 16. Guarantor:** Omitted.
- 17. Non-Exclusivity:** Tenant shall have a non-exclusive right to operate the Permitted Use with respect to the Building and Premises. Landlord may lease or permit any third party to conduct a business substantially similar to the Tenant's Permitted Use.

18. FF&E Period:

Tenant shall have access to the Premises prior to the Lease Commencement Date at no charge for the purposes of cabling, wiring, move-in supplies, and installation of Tenant's Furniture, Fixtures, and Equipment (the "FF&E Period"). During the FF&E Period, which is the time period between the date the Lease is executed and the date prior to the Commencement Date, Tenant shall be responsible to comply with all terms of this Lease (other than payment of rent during the FF&E Period) including but not limited to the Rules and Regulations set forth in Exhibit D.

19. Exhibits:

EXHIBIT A – Premises

EXHIBIT B – Legal Description of Land

EXHIBIT C – Move-Out Conditions

EXHIBIT D – Rules and Regulations

EXHIBIT E – Insurance Requirements for Contractors

EXHIBIT F – Lessor's Notice Pursuant to Section 713.10, Florida Statutes

ARTICLE II - GENERAL LEASE PROVISIONS

1. GRANTING CLAUSE. In consideration of the obligation of Tenant to pay Rent, as herein provided, and in consideration of and subject to the terms, covenants and conditions hereof, Landlord leases to Tenant and Tenant takes from Landlord, the Premises, to have and to hold for the Lease Term.

2. ACCEPTANCE OF PREMISES. Other than as provided in Section 7 of this Article II, Tenant accepts the Premises in its current "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" condition, subject to Landlord's obligations under this Lease. Landlord has made no representation or warranty as to the suitability of the Premises for the conduct of Tenant's business, and Tenant waives any implied warranty that the Premises is suitable for Tenant's intended purposes. Except as otherwise expressly provided in this Lease, in no event shall Landlord have any obligation to cure, or liability for, any defects in the Premises or any limitation on its use.

3. USE.

(a) The Premises shall be used only for the Permitted Use and shall not be used for any other purpose. Landlord, in Landlord's reasonable discretion, shall have the right to deny its consent to any change in the Permitted Use. Tenant shall not conduct or give notice of any auction, liquidation or going out of business sale on the Premises. Tenant will use the Premises in a careful, safe, secure, clean, neat, tidy, orderly, well-maintained and proper manner and will not subject the Premises to use that would damage the Premises. Tenant shall not permit any unreasonably objectionable or unpleasant odors, smoke, dust, gas, noise, vibrations, rodents, insects or pests to emanate from the Premises, nor take any other action which would constitute a nuisance or which would disturb, endanger or unreasonably interfere with any other tenants of the Property. Tenant shall not use the Premises nor permit them to be used for any of the following purposes: (A) for the sale by the Tenant, as its principal business purpose, of any merchandise which the Tenant, in the course of its normal business practice, purchases at manufacturers' clearances or purchases of ends-of-runs, bankruptcy stock, seconds or other similar merchandise; (B) for the sale of second-hand goods, war surplus articles, insurance salvage stock, fire sale stock, merchandise damaged by or held out to be damaged by fire, except merchandise damaged by fire or smoke occurring in the Building, and then only for 30 days after the date of any such damage; (C) as an auction or flea market; (D) for a bankruptcy sale or going-out-of-business sale or liquidation sale or any similar sale, unless the Tenant is in fact in bankruptcy or is going out of business or is in liquidation, in which case such sale shall not continue beyond 30 days; (E) a business primarily used for a mail order office or catalog store; (F) any business in which the Tenant is engaged in intentionally deceptive or fraudulent advertising or selling practices or any other act or business practice contrary to honest retail practices; or (G) any use other than the Permitted Use.

(b) Outside storage, including, without limitation, storage of non-operable trucks and other non-operable vehicles, is prohibited without Landlord's prior written consent, which consent may be withheld by Landlord for any reason; provided. Subject to applicable Legal Requirements, Tenant shall keep the Premises in a clean and sanitary condition and shall keep the common parking areas, driveways and loading docks free of debris. Tenant shall promptly arrange for the removal and/or disposal of all pallets, crates and refuse owned and/or generated by Tenant. Tenant is required to utilize its own dumpster. Tenant shall ensure that no vehicles block driveways, entrances, exits, dumpsters, fire hydrants, meters, meter rooms, and any other area of the Premises that are not designated as permissible parking spaces.

(c) Tenant shall obtain, at Tenant's sole cost and expense, any and all licenses and permits necessary for Tenant's use of the Premises. Tenant shall use and occupy the Premises in

compliance with all existing and future Legal Requirements (hereinafter defined) applicable to the Premises, including, without limitation, sprinkler and high pile storage Legal Requirements, as well as all reasonable requirements of Landlord's insurance carrier and lender, if any. If any Legal Requirements shall, by reason of the nature of Tenant's particular use or occupancy of the Premises (a "Tenant-Related Reason"), impose any duty upon Tenant or Landlord with respect to: (i) modification or other maintenance of the Premises or the Property or (ii) the use, alteration or occupancy thereof, Tenant shall comply with such Legal Requirements at Tenant's sole cost and expense. The term "Legal Requirements" shall mean all of the following: covenants and restrictions, laws, statutes, building and zoning codes, judgments, ordinances, governmental orders, conditions of approval, permits, licenses, rules, and regulations (including, but not limited to, Title III of the Americans With Disabilities Act of 1990), as the same may be amended and supplemented from time to time, including, without limitation, all legal requirements that pertain to the Property. Tenant's failure to obtain and/or maintain any license, certificate of use, certificate of occupancy, or business tax receipt necessary to perform the Permitted Use shall in no way excuse Tenant's obligations under this Lease, including but not limited to Tenant's obligations to pay Rent.

(d) The Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Other than existing signage and any additional signage approval by Landlord in its sole direction, Tenant agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

4. RENT. Tenant shall pay Base Rent and Additional Rent (hereinafter defined) (collectively referred to as "Rent") during the Lease Term, in advance, on the first day of each calendar month, or as otherwise set forth in this Lease, without notice, demand, setoff or deduction, at the address set forth in Item 13 of the Basic Lease Provisions/Definitions. In the event any Rent is due for a partial calendar month or year, the Rent shall be prorated to reflect that portion of the Lease Term within such month or year. The obligation to pay accrued but unpaid Rent shall survive the expiration or earlier termination of the Lease. The obligation of Tenant to pay Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. The first full monthly installment of Base Rent shall be payable upon Tenant's execution of this Lease.

(a) **Base Rent.** Tenant shall pay to Landlord, as Base Rent, the sums and amounts set forth in Item 10 of the Basic Lease Provisions/Definitions.

(b) **Additional Rent.** In the event Tenant fails to comply with any of its obligations under the Lease, Landlord may do so and bill the same to Tenant for the same as Additional Rent, such items shall include but not be limited to HVAC maintenance and repair, mechanical repair, electrical repair, plumbing repair, structural repair, fire and life safety related repairs, and Americans With Disabilities Act compliance ("Additional Rent").

(c) **Covenant of Rent.** Tenant agrees that the provisions for payment of Rent herein are independent covenants of Tenant and Tenant shall not interpose any counterclaim or counterclaims in a summary proceeding or in any action based upon non-payment of rent or any other payment required of Tenant hereunder.

5. LATE CHARGE, SECURITY DEPOSIT; PREPAID RENT.

(a) In the event any installment of Base Rent, or other charges accruing under this Lease shall become overdue, a late charge of five percent (5%) of the delinquent sum may be charged by

Landlord. If any installment of Base Rent, or other charges accruing under this Lease remain overdue for more than fifteen days, an additional late charge in an amount equal to interest on the delinquent amount at the rate of 1-1/2% per month (18% per annum) or the maximum permitted by law, may be charged by Landlord, such charge to be computed for the entire period for which the amount is overdue. All late charges shall be due immediately upon demand by Landlord without set-off or defense. Rent or other charges accruing under this Lease shall not be deemed late for the purposes hereof unless delivered after the 5th day after the date on which the same is due.

(b) Simultaneously with the execution of this Lease, Tenant has paid to Landlord the sum of \$0.00 representing the First Month's Base Rent, the Last Month's Base Rent, and the Security Deposit. Landlord is in possession of the sum of \$0.00 representing the Security Deposit, which shall be held by Landlord without interest for the full and faithful performance by Tenant of the terms and conditions of this Lease (hereinafter, the "Security Deposit" or "Deposit"). Landlord and Tenant acknowledge that a portion of the Security Deposit in the amount of \$0.00 has been carried over from a prior lease between the Parties. Therefore, the Parties acknowledge that the Tenant has paid an additional \$0.00 toward the Security Deposit for this Lease.

The portion of the Deposit representing the Last Month's Base Rent includes the \$0.00 that was provided to Landlord by Tenant for the last month's base rent under their prior, and now expired, lease between the parties, as well as the difference between that carried over amount and the amount of the Last Month's Base Rent under this current Lease.

Landlord may utilize such part of the Deposit as is reasonably necessary to cure any default of Tenant under this Lease and in such event Tenant shall immediately replace such portions as may be expended by Landlord. Upon the expiration of this Lease (except arising due to a default by Tenant), and delivery of the Premises to Landlord in their original condition the Deposit shall be returned to Tenant without interest. Upon any conveyance of the Building by Landlord to a successor in title, the successor shall become liable to Tenant for the return of the Security Deposit and the conveying party released from same. Landlord shall not be required to hold the Security Deposit in any special account for the benefit of the Tenant and the Security Deposit may be co-mingled with Landlord's funds. In the event any installment of Base Rent or other charges accruing under this Lease shall not be paid when due (including the return of any of Tenant's checks for insufficient or uncollected funds or otherwise), the Landlord shall have the right, at the Landlord's sole discretion, to require the Tenant to place with Landlord an additional Security Deposit (in excess of the original Security Deposit), of up to two installments of then current Base Rent, which sum shall become a part of the original Security Deposit. The rights of the Landlord shall in no way be limited or restricted by the Security Deposit, and the Landlord shall have the absolute right to pursue any available remedies to protect its interests herein, as if the Security Deposit had not been made. Tenant will be charged for any checks or payments received by Landlord from Tenant and returned for "insufficient funds", in addition to any late fees which may be accrued.

6. UTILITIES. Tenant shall pay for all gas, electricity, water and sewer, phone, fax, cable, internet, alarm, security, waste disposal, pest control, cleaning, and maintenance used by Tenant in, on or about the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto, and Tenant shall be liable for all maintenance and equipment with respect to the continued operation thereof. In no event shall Landlord be liable for any interruption or failure of any utility servicing the Property. Landlord may cause, at Tenant's expense, any utilities used by Tenant to be separately metered or charged directly to Tenant by the provider. Tenant shall pay its share of all charges for jointly metered utilities based upon consumption, as reasonably determined by Landlord. Tenant agrees to limit use of water and sewer for normal restroom use.

7. Intentionally deleted.

8. TENANT'S REPAIRS AND MAINTENANCE.

(a) Tenant, at Tenant's sole cost and expense, shall, at all times during the Lease Term and in accordance with all applicable Legal Requirements, maintain, service, repair and replace, if necessary, and keep in good condition and repair all portions of the Premises, including, but not limited to, fixtures, equipment and appurtenances thereto, any windows, plate glass, office doors, dock doors and ancillary equipment, all heating, ventilation, and air conditioning equipment ("HVAC"), if any, serving the Premises, office entries, interior and exterior walls, trim work, finish work, paint and sealant, floors and floor coverings, water heaters, electrical systems and fixtures, dock bumpers, dock levelers, warehouse doors, ceilings, roofs, storefronts, lighting, outlets and switches, wiring and circuitry, mechanical equipment, appliances, fixtures, finishes, sinks, piping, toilets, showers, all interior areas, all exterior areas, all structures, all technology equipment, security systems, safety devices, utilities equipment and systems, trailer lights and fans, shelters/seals and restraints, plumbing and fixtures, waste disposal, trash and debris removal, dumpsters, cleaning services, maintenance, and pest extermination. Such repair and replacements may include capital expenditures and repairs whose benefit may extend beyond the Lease Term. Tenant, at Tenant's sole cost and expense, shall, at all times during the Lease Term install and maintain at the Premises: (1) wired functioning fire, smoke, and carbon monoxide detection alarm systems that alert the local fire department to any such alarm being triggered; (2) active burglar alarm systems that alert the local police department to any such alarm being triggered; and (3) video security camera surveillance systems that record only video (and not audio) at all locations at and within the Premises and that such recordings are part of a system that allows for the preservation of all such recordings for a period of at least thirty days from each such recording. Tenant shall be obligated to provide to Landlord copies of any such recorded video footage from this video surveillance system immediately upon request.

(b) Subject to Paragraph 19(c), Tenant shall bear the full cost of any structural and non-structural repair or structural and non-structural replacement to any part of the Property resulting from damage caused by Tenant and/or Tenant Parties, which such repair or replacement shall be performed by Tenant or, at Landlord's option, by Landlord at Tenant's sole cost and expense. Tenant shall also be responsible for the cost of any structural and non-structural repair or replacement that benefits only the Premises.

(c) Tenant, at Tenant's sole cost and expense, shall regularly schedule preventive maintenance/service for servicing all hot water, HVAC and related equipment, appliances, systems, fixtures, and equipment serving the Premises. Tenant assumes the responsibility to repair or replace the HVAC if the same shall need repair or replacement.

(d) Tenant shall perform all repairs, servicing, cleaning, improvements, replacements, and maintenance in a good and workmanlike manner, using new materials of the same character, kind and quality as originally employed in, on or about the Property; and all such repairs and maintenance shall be in compliance with all applicable Legal Requirements, as well as all demands of Landlord. In the event Tenant fails to properly perform any such repairs or maintenance within a reasonable period of time, Landlord shall have the option to perform such repairs on behalf of Tenant, in which event Tenant shall reimburse Landlord, as Additional Rent, the costs thereof within thirty (30) days after receipt of Landlord's invoice for same.

9. TENANT-MADE ALTERATIONS/TRADE FIXTURES.

(a) Except as otherwise expressly set forth herein or already in place (or replacement thereof), any alterations, additions or improvements installed and/or constructed in, on or about the Property by Tenant (each or collectively, "Tenant-Made Alterations") shall require Landlord's prior written consent, which consent may be unreasonably withheld. Upon the expiration of tenancy or earlier termination of the Lease, all Tenant-Made Alterations shall at Landlord's option either: (1) remain on the Premises and be deemed the property of Landlord and without any obligation of Landlord to pay Tenant for such Tenant-Made Alterations; or (2) be removed by Tenant, at Tenant's sole cost and expense including payment for damage caused by such removal if requested by Landlord in writing, except to the extent Landlord requires in writing at any time during the Lease Term that such Tenant-Made Alterations shall remain on the Premises as Landlord's property.

(i) Landlord may withhold consent of any Tenant-Made Alterations in Landlord's sole and absolute discretion.

(ii) Tenant-Made Alterations expressly excludes the following:

(A) Trade Fixtures (hereinafter defined); and

(B) Maintenance items, repairs, replacements, or other alterations and/or improvements to the Premises or the Property performed by Tenant which are Tenant's responsibility pursuant to Paragraph 8 of this Lease; and

(b) Tenant, at Tenant's sole cost and expense and with the prior written consent of Landlord, may install such racking, machinery, furnishings, equipment, or other trade fixtures in the interior of the Premises which are used in Tenant's ordinary course of business (collectively "Trade Fixtures"), provided that such Trade Fixtures do not penetrate or disturb the structural integrity and support provided by the roof, exterior walls, or slab or modify the HVAC or utility systems of the Property, in which case Landlord's written consent shall be required in all instances and may be withheld in Landlord's discretion. Upon surrender of the Premises, all Trade Fixtures shall be removed by Tenant at Tenant's sole cost and expense, and Tenant shall repair any damages caused by such removal unless requested otherwise by Landlord in writing.

Notwithstanding anything contained herein to the contrary, Tenant shall be permitted to install racking, equipment or machinery in the Premises used in Tenant's normal business operations, subject to Landlord's approval of the plans and specifications related thereto, which such approval shall not be unreasonably withheld, conditioned or delayed. If Tenant installs any racking, equipment or machinery in, in or about the Premises which requires installation of bolts in the floor of the Premises, Tenant must, prior to expiration or termination of this Lease, at the expense of Tenant, remove all such bolts in accordance with the provisions contained herein. All bolts will be cut or ground so that the top of the remaining portion of the bolt is at least one-quarter inch below the surface of the floor. All holes created by such removal of bolts must be filled with 100% epoxy, which meets the standards set by the American Concrete Institute and which is color-matched to the floor being filled.

(c) All Tenant-Made Alterations and Trade Fixtures (regardless of whether or not Landlord's prior consent is required hereunder) shall be constructed and/or installed by licensed, bonded, and insured contractors approved by Landlord, in a good and workmanlike manner using new materials of the same character, kind and quality as originally employed in, on or about the Property, and in compliance with all applicable Legal Requirements, as well as all requests of Landlord and requirements of Landlord's insurance carrier and lender, if any. Such contractors shall be required, at a minimum, to carry and maintain insurance in accordance with the standards and requirements set forth in **Exhibit E**

attached hereto, and Tenant shall provide certificates of insurance evidencing compliance of such insurance requirements. Further, Tenant shall furnish or perform, at Tenant's sole cost and expense, any alteration or modification required by Legal Requirements as a result of any Tenant-Made Alterations or Trade Fixtures.

(d) All plans and specifications for any Tenant-Made Alterations or Trade Fixtures requiring Landlord's consent hereunder shall be submitted to Landlord for its approval. Landlord may monitor construction of any such Tenant-Made Alterations or Trade Fixtures. Tenant shall reimburse Landlord for its costs in reviewing plans and specifications and in monitoring construction of such Tenant-Made Alterations or Trade Fixtures. Landlord's right to review plans and specifications and to monitor construction shall be solely for its own benefit, and Landlord shall have no duty to see that such plans and specifications or construction comply with Legal Requirements. Tenant shall provide Landlord with the identities, contact information and mailing addresses of all persons performing work or supplying materials, prior to beginning construction of such Tenant-Made Alterations or Trade Fixtures, and Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable Legal Requirements. Tenant shall furnish security or make other arrangements satisfactory to Landlord to assure performance of all work included in the plans submitted to Landlord and payment for the completion of all work free and clear of liens. Tenant shall not permit liens to be placed on Landlord's interest in the Property for any Tenant work. Upon completion of any Tenant-Made Alterations or Trade Fixtures, Tenant shall deliver to Landlord sworn statements setting forth the names of all contractors and subcontractors who did work on the Tenant-Made Alterations or Trade Fixtures and final unconditional lien waivers from all such contractors and subcontractors.

10. DESTRUCTION. If, at any time during the Lease Term, the Premises is materially damaged by a fire or other calamity or natural disaster, Tenant shall promptly notify Landlord of such damage, and Landlord shall notify Tenant within thirty (30) days thereafter as to the amount of time Landlord reasonably estimates it will take to restore the Premises. If the restoration time is estimated to exceed ninety (90) days from the date of casualty, either Landlord or Tenant may elect to terminate this Lease upon notice to the other party. Notwithstanding the foregoing, either party may terminate this Lease if the Premises is damaged during the last year of the Lease Term and Landlord reasonably estimates that it will take more than two (2) months to repair such damage. If neither party elects to terminate this Lease, or if Landlord estimates that restoration will take ninety (90) days or less from the date of casualty, then, Tenant, at Tenant's sole cost and expense, shall promptly (subject to delays arising from Force Majeure) perform all repairs or restoration to Tenant-Made Alterations, Trade Fixtures and Tenant's personal property and shall promptly re-enter the Premises. Base Rent and Additional Rent shall be abated for the period of repair and restoration in proportion to the area of the Premises which is not usable by Tenant bears to the total area of the Premises. Such abatement shall be the sole remedy of Tenant and, except as provided herein, Tenant waives any right to terminate the Lease by reason of damage or casualty loss. However, notwithstanding anything contained herein to the contrary, there shall be no such abatement or termination of the Lease if said damage is due to the fault or negligence of Tenant and/or Tenant Parties.

11. INSPECTION. At any time, with or without notice to Tenant, Landlord shall have the right to enter and inspect the Premises to ascertain the condition of the Premises or to make such repairs as may be required or permitted to be made by Landlord under the terms of this Lease; provided, however, Landlord shall use commercially reasonable efforts to minimize any disruption to Tenant's business in the Premises during such entry by Landlord. In addition thereto, during the last four (4) months of the Lease Term, Landlord shall have the right to enter the Premises at any time, with or without notice to Tenant, to show the Premises to prospective tenants, and during said time, Landlord shall have the right to erect on the Property suitable signs indicating that the Premises is available for lease. Landlord shall retain sole

control over the common areas and public parts of the Property, and shall have the right at any time, without the same constituting any actual or constructive eviction and without incurring any liability to Tenant therefor, to change the arrangement and/or location of parking areas, sidewalks, corridors, entrances and other common areas and public parts of the Property. Tenant shall ensure that Landlord has copies of all keys and alarm codes for the Premises.

12. SIGNS. Tenant shall not place or permit any signs, lights, awnings or poles in or about the Premises or the Property without the prior written consent of Landlord.

13. ASSIGNMENT AND SUBLETTING BY TENANT.

(a) Landlord's Consent Required.

(i) No portion of the Premises or of Tenant's interest in this Lease may be transferred or assigned by Tenant, whether by sale, assignment, mortgage, sublease, transfer, operation of law, or act of Tenant, without Landlord's prior written consent. Any attempted transfer without consent shall be void and shall constitute a non-curable breach of this Lease. If Tenant is a corporation, any change in the ownership of a controlling interest of the voting stock of the corporation shall require Landlord's prior written consent, unless such ownership interests are publicly traded. Any permitted assignee shall become liable directly to Landlord for all obligations of Tenant hereunder.

(ii) Landlord has the right to grant or withhold its consent for any reason, under any circumstance.

(iii) Landlord may unreasonably withhold its consent to any assignment of the Lease or subletting of the Premises.

(iv) Any assignment of the Lease or subletting of the Premises requiring Landlord's written consent hereunder shall be subject to an administrative fee in the amount of Ten Thousand and No/100 Dollars (\$10,000.00), due and payable by Tenant to Landlord as a condition to the granting of Landlord's consent as required hereunder.

(b) No Release. No Permitted Transfer or other assignment of the Lease or subletting of the Premises under this Paragraph 13 shall release Tenant (and Guarantor if applicable) or change Tenant's (and Guarantor's if applicable) primary liability to pay the Rent and to perform all other obligations of Tenant under this Lease. Landlord's acceptance of Rent from any other person is not a waiver of any provisions of this Paragraph 13. Consent to one assignment or subletting is not a consent to any subsequent assignment or subletting. If Tenant's assignee is in breach of this Lease, Landlord may proceed directly against Tenant without pursuing remedies against the assignee. Landlord may consent to subsequent assignments or modifications of this Lease by Tenant's assignee, without notifying Tenant or obtaining its consent. Such action shall not relieve Tenant's liability under this Lease. In addition, as used in this Paragraph 13, the term "Tenant" shall also mean any entity that has guaranteed Tenant's obligations under this Lease, and the restrictions applicable to Tenant contained herein shall also be applicable to such guarantor.

(c) Collection of Rent. If, upon written consent of Landlord this Lease is assigned or if the Premises is sublet (whether in whole or in part), or in the event of the mortgage, pledge or hypothecation of Tenant's leasehold interest, or grant of any concession or license related to the Premises, or if the Premises is occupied in whole or in part by anyone other than Tenant, then upon a breach by Tenant hereunder Landlord may collect Rent from the assignee, sublessee, mortgagee, pledgee, party to

whom the leasehold interest was hypothecated, concessionee, licensee or other occupant and, except to the extent set forth in the preceding paragraph, apply the amount collected to the next Rent payable hereunder; and all such Rent collected by Tenant shall be held in deposit for Landlord and immediately forwarded to Landlord. No such transaction or collection of Rent or application thereof by Landlord, however, shall be deemed a waiver of these provisions or a release of Tenant from the further performance by Tenant of its covenants, duties or obligations hereunder.

14. DEFAULT. This Lease and Tenant's right to possession of the Premises are made subject to and conditioned upon Tenant performing all of the covenants and obligations to be performed by Tenant hereunder, at the times and pursuant to terms and conditions set forth herein.

(a) Tenant shall be in default under this Lease in any of the following instances (each referred to as a "Default"):

- (i) Tenant fails to pay Rent or any other charge when the same is due;
- (ii) Tenant makes an assignment for the benefit of creditors, files or has filed against it a petition in bankruptcy which is not dismissed within sixty (60) days from the date of filing thereof, has a receiver, trustee, or liquidator appointed over a substantial portion of its property, or is adjudicated insolvent;
- (iii) Tenant fails to comply with the Permitted Use provisions as set forth in Paragraph 3 of this Lease and such failure continues for a period of fifteen (15) days after receipt of written notice from Landlord to Tenant;
- (iv) Tenant fails to maintain insurance as required under the Lease and such failure continues for a period of ten (10) days after receipt of written notice from Landlord to Tenant;
- (v) Tenant fails to discharge any lien placed upon the Premises in violation of this Lease within thirty (30) days after any such lien or encumbrance is filed against the Premises;
- (vi) Tenant fails to execute and return to Landlord an estoppel certificate within ten (10) days following Landlord's written request therefor; or
- (vii) Tenant fails to comply with or observe any other provision of this Lease and such failure continues for fifteen (15) days after written notice to Tenant or such lesser period of time as otherwise expressly provided in the Lease; provided, however, that if the nature of Tenant's obligation is such that more than fifteen (15) days are required for its performance, Tenant shall not be in default if Tenant commences and diligently pursues to cure such default within the fifteen (15) day period and thereafter diligently prosecutes the same to completion.

In the event of a Default under this Lease by Tenant, Landlord may either terminate this Lease or terminate Tenant's right of possession to the Premises without terminating this Lease. In either event, Landlord shall have the right to dispossess Tenant, or any other person in occupancy, together with their property, and re-enter the Premises.

(b) If Landlord terminates this Lease, Landlord may recover from Tenant the sum of:

- (i) All Base Rent and all other amounts accrued hereunder to the date of such termination;

(ii) The cost of reletting the whole or any part of the Premises, including, without limitation, brokerage fees and/or leasing commissions incurred by Landlord, costs of removing and storing Tenant's or any other occupant's property and repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to a new tenant or tenants;

(iii) All reasonable expenses incurred by Landlord in pursuing its remedies, including reasonable attorneys' fees and court costs; and

(iv) The excess of the then present value of the Base Rent and other amounts payable by Tenant under this Lease as would otherwise have been required to be paid by Tenant to Landlord during the period following the termination of this Lease, measured from the date of such termination to the expiration date stated in this Lease, over the present value of any net amounts which Landlord establishes it can reasonably expect to recover by reletting the Premises for such period, taking into consideration the availability of acceptable tenants and other market conditions affecting leasing. Such present values shall be calculated at a discount rate equal to the 90-day U.S. Treasury bill rate at the date of such termination.

(c) If Landlord terminates Tenant's right of possession (but not this Lease), Landlord may, but shall be under no obligation to unless otherwise required by law, relet the Premises for such rent and upon such terms as shall be satisfactory to Landlord without thereby releasing Tenant from any liability hereunder and without demand or notice of any kind to Tenant; provided, however, to the extent required by law, Landlord shall use commercially reasonable efforts to mitigate its damages and relet the Premises upon terms and conditions satisfactory to Landlord. For the purpose of such reletting, Landlord is authorized to make any repairs, changes, alterations or additions in or to the Premises as Landlord deems reasonably necessary or desirable.

(i) If the Premises is not relet, then Tenant shall pay to Landlord as damages a sum equal to the amount of Rent reserved in this Lease for such period or periods, plus the cost of recovering possession of the Premises (including attorneys' fees and costs of suit), the unpaid Base Rent and other amounts accrued hereunder at the time of repossession and the costs incurred in any attempt by Landlord to relet the Premises.

(ii) If the Premises is relet and a sufficient sum shall not be realized from such reletting (after first deducting therefrom: (A) the unpaid Base Rent and other amounts accrued hereunder at the time of reletting; (B) the cost of recovering possession, including attorneys' fees and costs of suit; (C) all of the costs and expense of repairs, changes, alterations and additions; (D) the expense of such reletting, including without limitation brokerage fees and leasing commissions; and (E) the cost of collection of the rent accruing therefrom) to satisfy the rent provided for in this Lease to be paid, then Tenant shall immediately satisfy and pay any such deficiency. Any such payments due Landlord shall be made upon demand therefor from time to time. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous breach.

(d) In addition to any other remedy afforded Landlord under this Lease, Tenant hereby grants to Landlord a continuing security interest in all of Tenant's goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property (hereinafter collectively referred to as "Security") situated in, on or about the Premises. In the event Tenant shall be in Default under this Lease, Tenant shall not remove any such Security from the Premises without the prior written consent of Landlord; and Landlord shall have all rights and remedies under the Uniform Commercial Code including, without limitation, the right to sell such Security at public or private sale upon five (5) days prior written notice to Tenant; provided, however, that so long as Florida law requires

a three (3) day notice period, then Landlord's delivery of a notice in accordance with such law shall satisfy the notice provision within this Paragraph 14 and no separate five (5) days' notice is required under this Paragraph 14 of this Lease. The lien hereby created shall be in addition to any statutory lien granted under the laws of the state in which the Property is located.

(e) The Tenant herein shall not have any authority to create any liens for labor or material on the Landlord's interest in the Premises and all persons contracting with the Tenant for the construction or removal of any facilities or other improvements on or about the Premises, and all materialmen, contractors, mechanics and laborers are hereby charged with notice that they must look only to the Tenant and to the Tenant's interests in the Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Tenant.

(f) No payment of money by Tenant after the termination of this Lease, service of any notice, commencement of any suit or after final judgment for possession of the Premises, shall reinstate this Lease or affect any such notice, demand or suit or imply consent for any action for which Landlord's consent is required. Tenant shall pay all costs and attorneys' fees incurred by Landlord in enforcing the covenants of this Lease. Should Landlord elect not to exercise its rights in the event of a Default, it shall not be deemed a waiver of such rights as to subsequent Defaults. All of the aforesaid remedies afforded Landlord under this Lease shall be cumulative and nonexclusive of each other and shall be in addition to, and not in lieu of, any right or remedy which may be available to Landlord at law or in equity.

15. RIGHT TO PERFORM TENANT'S OBLIGATIONS AND CURE TENANT'S BREACH.

(a) If Tenant is in breach of any provision of this Lease, other than for the payment of Rent, Landlord may (but shall not be obligated to) cure such breach on behalf of Tenant, at Tenant's sole cost and expense. Further, Landlord may (but shall not be obligated to) perform any obligation of Tenant, without notice to Tenant, should Landlord deem the performance of same to be an emergency or otherwise necessary to comply with Legal Requirements. Any monies expended by Landlord to cure any such breach, or resolve any deemed emergency shall be payable by Tenant as Additional Rent. If Landlord incurs any expense, including reasonable attorneys' fees, in prosecuting and/or defending any action or proceeding by reason of any emergency or breach, Tenant shall reimburse Landlord for same, as Additional Rent, within thirty (30) days following receipt of Landlord's written demand thereof.

16. SURRENDER/HOLDOVER.

(a) Upon the expiration or earlier termination of the Lease, Tenant shall surrender the Premises to Landlord in the same condition as received, clean and generally in the condition described on **Exhibit C** attached hereto. Any Tenant-Made Alterations, Trade Fixtures and Tenant's personal property that are not removed by Tenant, as permitted or required herein, shall be deemed abandoned and may be stored, removed, and/or disposed of by Landlord at Tenant's sole cost and expense; and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and/or disposition of such items. All obligations of Tenant hereunder not fully performed as of the termination of the Lease shall survive such termination, including, without limitation, indemnity obligations, payment obligations, and obligations concerning the condition and repair of the Premises.

(b) If Tenant retains possession of the Premises after the expiration or earlier termination of the Lease, unless otherwise agreed in writing, such possession shall be subject to immediate termination by Landlord at any time, and all obligations of Tenant under this Lease shall be applicable during such holdover period, except that the Base Rent payable by Tenant during such holdover period

(regardless of whether or not Landlord has consented to such holdover) shall be an amount equal to one hundred fifty percent (150%) of the Base Rent payable during the last full calendar month of the Lease Term prior to any such holdover, computed on a per diem basis during such holdover period. All other payments shall continue under the terms of this Lease. In addition, Tenant shall be liable for all damages incurred by Landlord as a result of such holding over. No holding over by Tenant, unless otherwise agreed in writing, shall be construed as consent for Tenant to retain possession of the Premises.

(c) Tenant is responsible, at its sole cost and expense, for removing any person or entity, authorized or unauthorized by Tenant, from the Premises who may have been on the Premises prior to the expiration or earlier termination of the Lease and continues to occupy any portion of the Premises thereafter. Failure to remove such person or entity from the Premises upon the expiration or earlier termination of the Lease constitutes a holdover and Tenant is authorized to act as Landlord's agent for the limited purpose of removal of such occupant, even if such removal occurs after the expiration or earlier termination of the Lease.

17. HOLD HARMLESS AND INDEMNIFICATION. Tenant hereby indemnifies, defends, and holds Landlord and Landlord Parties (hereinafter defined) harmless from and against any and all Losses (hereinafter defined) arising from or in connection with any or all of: (i) the conduct of Tenant's business on the Property or the Premises or any business therein, or any work or Tenant-Made Alterations done, or any condition created, by any or all of Tenant, its affiliates, parents, subsidiaries, and their respective trustees, directors, shareholders, partners, members, managers, venturers, officers, employees, agents, invitees, assignees, sublessees, contractors, or representatives (collectively, "Tenant Parties") during the Lease Term or during any period of time prior to or after the Commencement Date that Tenant has possession of, or is given access to, the Premises; (ii) any act, omission, or negligence of any or all of Tenant and Tenant Parties; (iii) any accident, injury, or damage whatsoever occurring in, at, or upon either or both of the Property and the Premises and caused by any or all of Tenant and Tenant Parties; (iv) Tenant's failure to comply with any federal, state or local law, including but not limited to the Americans With Disabilities Act; (v) any damage to the Property or Premises caused by any or all of Tenant and Tenant Parties; (vi) any failure of Tenant to obtain and/or maintain necessary building permits, zoning usage requirements, certificates of occupancy, certificates of use, and business tax receipts; and (vii) any and all life safety and/or fire violations at the Premises. Tenant also indemnifies, defends, and holds the Landlord Parties harmless from and against any and all Losses arising from or in connection with any or all of: (a) any breach by Tenant of any or all of its warranties, representations and covenants under this Lease; (b) the creation or existence of any Hazardous Materials in, at, on or under the Premises or the Property, if and to the extent brought to the Premises or the Property by Tenant or Tenant Parties or caused by any or all of Tenant or Tenant Parties; and (c) any violation or alleged violation by any or all of Tenant and Tenant Parties of any Legal Requirement. The obligations of Tenant in the two prior sentences are referred to collectively as "Tenant's Indemnified Matters." In case any action or proceeding is brought against any or all of the Landlord Parties by reason of any of Tenant's Indemnified Matters, Tenant, upon notice from Landlord, shall resist and defend such action or proceeding by counsel reasonably satisfactory to, or selected by, Landlord. The term "Losses" shall mean all claims, demands, expenses, actions, judgments, damages, penalties, fines, liabilities, losses of every kind and nature, suits, administrative proceedings, costs, and fees, including, without limitation, reasonable attorneys' and consultants' fees and expenses, and the costs of cleanup, remediation, removal, and restoration that are in any way related to any matter covered by the foregoing indemnity. The terms of this Paragraph 17 shall survive the expiration or earlier termination of this Lease. **Nothing in this Lease shall be construed to waive the immunity and defenses provided to the Town in Florida Statutes, Section 768.28.**

18. CONDEMNATION/SALE OF PREMISES, BUILDING, LAND OR PROPERTY.

If the whole or any material part of the Property or the Premises shall be taken in condemnation, or transferred by agreement in lieu of condemnation, which in Tenant's reasonable judgment, materially and adversely affects Tenant's Permitted Use of the Premises, or in Landlord's reasonable judgment, materially interferes with or impairs its ownership or operation of the Property, then either Tenant or Landlord may terminate this Lease by serving the other party with written notice of same, effective as of the taking date. If neither Tenant nor Landlord elects to terminate this Lease as aforesaid, then this Lease shall terminate on the taking date only as to that portion of the Premises so taken, and the Rent and other charges payable by Tenant shall be reduced proportionally. Landlord shall be entitled to, and Tenant hereby assigns to Landlord any interests it might have in, the entire condemnation award for all realty and improvements and the value of Tenant's leasehold interest. Tenant shall, to the extent available from the condemning authority and separately awarded to Tenant but only to the extent that same shall not diminish Landlord's award, be entitled to an award for Tenant-Made Alterations, Trade Fixtures, Tenant's personal property, and reasonable moving expenses only, provided Tenant independently petitions the condemning authority for same. Notwithstanding the aforesaid, if any condemnation only takes a portion of the parking area, this Lease shall continue in full force and effect without modification.

In the event Landlord enters into a contract for the sale, conveyance, or transfer of the Premises, Building, Land and/or Property, Landlord may terminate this Lease upon thirty (30) days written notice to Tenant.

19. INSURANCE.

(a) Landlord may, but is not obligated to, maintain "all risk" insurance and additional coverages as it may deem necessary. Tenant shall not do anything that would make void or voidable any insurance on the Premises or Property.

(b). Tenant's Insurance. Tenant shall, throughout the Term (and any other period when Tenant is in possession of the Premises), maintain at its sole cost the following insurance:

(A) All risk property insurance, naming Tenant and Landlord as insured parties, containing a waiver of subrogation rights which Tenant's insurers may have against Landlord and against those for whom Landlord is responsible under Law, including, without limitation, its directors, officers, agents and employees, and (except with respect to Tenant's chattels) incorporating a standard Florida mortgagee endorsement (without contribution). Such insurance shall insure (i) property of every kind owned by Tenant, or for which Tenant is legally liable, or installed by or on behalf of Tenant, located on or in the Premises, including, without limitation, leasehold improvements, in an amount not less than the full replacement cost thereof (new), with such cost to be adjusted no less than annually; (ii) twelve (12) months direct or indirect loss of earnings including prevention of access to the Premises; and (iii) for damages to the Property or Premises caused by water and/or leakage; and (iv) for damages to the Property or Premises of any kind. Such policy or policies, except with respect to Tenant's chattels and loss of earnings insurance, shall provide that loss thereon shall be adjusted and payable to Landlord, with the proceeds to be held in trust to be used for repair and replacement of the property so insured. Tenant shall insure, unless waived by Landlord: all stock-in-trade, furniture, fittings, installations, alterations, additions, partitions, structures, fixtures, finishes and anything in the nature of leasehold improvements, with coverage against the perils of fire and such other risks as are, from time to time, included in standard extended coverage endorsements, including, without limitation, vandalism, malicious mischief, chemical or substance exposure, forklift usage, vehicle usage, sprinkler leakage, hurricane, flood and collapse and special broad form coverages in the locality in which the Premises is located.

(B) Comprehensive boiler and machinery insurance on a blanket repair and replacement basis with limits for each accident in an amount of at least the replacement cost of all Leasehold Improvements and all boilers, air conditioning equipment, miscellaneous electrical apparatus, boilers and other pressure vessels or systems, whether fired or unfired, owned, operated or installed by Tenant or by others on behalf of Tenant in the Premises, or relating to, or serving the Premises.

(C) Plate glass insurance, covering all plate glass in the Premises, shall be obtained to insure against any loss, damage or fracture, unless waived by Landlord.

(D) Broad form comprehensive general liability insurance. Such policy shall contain inclusive limits of not less than One Million and 00/100 U.S. Dollars (\$1,000,000.00) per occurrence, provide for cross liability, and include Landlord as a named insured (The coverage may be bifurcated with an excess policy). The policy shall also contain a personal injury endorsement covering claims arising out of false arrest, false imprisonment, defamation of character, libel and slander, wrongful eviction and invasion of privacy, without exclusion of coverage for claims of personal injury brought by employees, agents or contractors of an insured.

(E) Worker's compensation and employer's liability insurance in compliance with applicable legal requirements.

(F) All risks tenants legal liability insurance for the actual cash value of the Premises, including loss of use thereof.

(G) Comprehensive automobile liability insurance including contractual liability, covering all licensed vehicles operated by or on behalf of Tenant, which insurance shall have inclusive limits of not less than One Million and 00/100 U.S. Dollars (\$1,000,000.00) per occurrence.

(H) Renter's insurance to cover all of Tenant's personal property, merchandise, possessions, and Trade Fixtures, which insurance shall have inclusive limits of not less than One Million and 00/100 U.S. Dollars (\$1,000,000.00) per occurrence.

(I) Business interruption insurance, which insurance shall have inclusive limits of not less than One Million and 00/100 U.S. Dollars (\$1,000,000.00) per occurrence.

(J) Any other form of insurance which Tenant or Landlord, acting reasonably, shall require from time to time, in form, in amounts and for risks against which a prudent tenant would insure.

All policies referred to in Section 19(b) shall: (i) be taken out with insurers licensed to do business in Florida and reasonably acceptable to Landlord; (ii) issued by insurers with general policy holder's rating of not less than "A" or better and financial size of XII or better, as rated in the most current and available "Best's Key Rating Guide;" (iii) be in a form reasonably satisfactory to Landlord; (iv) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to Landlord; and (v) contain an undertaking by the insurers to notify Landlord by certified mail not less than thirty (30) days prior to any material change, cancellation or termination. Certificates of insurance on the Landlord's standard form or copies of such insurance policies certified by an authorized officer of Tenant's insurer as being complete and current, shall be delivered to Landlord promptly upon request. If (a) Tenant fails to take out or to keep in force any insurance referred to in this Section or should any such insurance not be approved by Landlord, and (b) Tenant does not commence and continue to diligently cure such default

within forty-eight (48) hours after written notice by Landlord to Tenant specifying the nature of such default, then Landlord has the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost of Tenant and all outlays by Landlord shall be Additional Rent, immediately owing and payable by Tenant to Landlord, without prejudice to any other rights or remedies of Landlord under this Lease.

(c) Increase in Insurance Premiums. Tenant shall not keep or use in the Premises any article which may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises. Tenant will comply promptly with the requirements of any insurer pertaining to the Premises. If (a) the conduct of business in the Premises, or (b) any acts or omissions of Tenant in the Premises, shall cause or result in any increase in premiums for the insurance carried from time to time by Landlord with respect to the Premises, whether or not Landlord allows such act or omission to continue, Tenant shall pay any such increase in premium. In determining whether increased premiums are caused by or result from the use or occupancy of the Premises, a schedule issued by the organization computing the insurance rate on the Premises showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up such rate.

(d) Cancellation of Insurance. If any insurance policy upon the Premises shall be canceled or shall be threatened by the insurer to be canceled or the coverage thereunder reduced in any way by the insurer by reason of the use of the Premises by Tenant or any assignee or subtenant of Tenant, or by anyone permitted by Tenant to be upon the Premises, and if Tenant fails to remedy such condition with forty-eight (48) hours after notice thereof by Landlord, Tenant shall be deemed to have committed a material default of this Lease. In such an event, in addition to any other remedies available to Landlord, Landlord may enter upon the Premises and remedy the condition giving rise to such cancellation, threatened cancellation or reduction, including removal of any offending article, and Tenant shall pay the cost of such remedy to Landlord. Landlord shall not be liable for any damage or injury caused to any property of Tenant or of others located on the Premises as a result of any such entry.

(e) Loss or Damage. Landlord shall not be liable for any death or injury due to, caused by, or arising out of any occurrence in, upon, or in any fashion relating to the Premises or damage to property of Tenant or of others located on the Premises or for any loss of or damage to any property of Tenant or others from any cause. Without limiting the generality of the foregoing, Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, structural components, mechanical, electrical, plumbing, shifting or collapsing soil or sub-soil conditions, including sinkholes, falling plaster, falling ceiling tile, falling fixtures, steam, gas, electricity, water, rain, flood, or leakage from any part of the Premises or adjacent structures, as well as roof, walls, doors, curbs, ramps, concrete, asphalt, grass, lake, rocks, surfaces, ground and sewer drains, manhole covers, meters and meter covers, loose dumpsters or debris, ladders, gates, fences, mechanical, electrical, plumbing, or utilities systems and equipment, fixtures, finishes, windows or subsurface of any floor or ceiling of the Premises or from the street or any other place or by dampness or by any other cause whatsoever, including ultra-hazardous activities. Landlord shall not be liable for any such damage caused by other tenants or persons in the Premises or by occupants of adjacent property thereto, or the public, or caused by construction or by any private, public or quasi-public work. All property of Tenant kept or stored on the Premises shall be so kept or stored at the risk of Tenant only. Tenant shall save all others, including Landlord harmless from and against any claims or liability arising out of any damage to all of the foregoing, including, without limitation, any subrogation claims by Tenant's insurers. Tenant covenants with Landlord that Tenant shall not bring or abet any claim or action based on any item for which Tenant has above agreed Landlord shall not be responsible or liable.

(f) Anything in this Lease to the contrary notwithstanding, Tenant waives any and all rights of recovery, claim, action or cause of action against Landlord, its owners, agents, officers, directors, or employees for any loss or damage that may occur at or to the Premises, Building, Property any improvements thereto, or any personal property of Tenant, or to any individuals on the Premises, by reason of fire, the elements or any other cause to the extent compensable under insurance coverages in effect, regardless of cause or origin, including negligence of Landlord, its owners, agents, officers, directors, or employees, and covenant that no insurer shall hold any rights of subrogation against Landlord.

(g) Landlord shall not be responsible for, and Tenant releases and discharges Landlord from, and Tenant further waives any right of recovery from Landlord for, any loss for or from business interruption or loss of use of the Premises suffered by Tenant in connection with Tenant's use or occupancy of the Premises.

(h) **To the extent allowed by Florida law,** Tenant hereby agrees to indemnify, defend, and hold harmless Landlord and its directors, officers, agents and employees from and against any and all suits, actions, legal proceedings, liabilities, claims, demands, damages, costs, expenses, attorneys' fees (collectively the "Claims"), and from all expenses in defending Claims, including without limitation, court costs, attorneys' fees at all judicial levels, the amounts of any judgments recovered, and any other expenses resulting from Claims for bodily injury, sickness or disease, including death resulting therefrom, sustained by any person or entity and/or resulting from injury to or destruction of property, including loss of use thereof, caused by, arising from, incident to, connected with, or arising out of the use of the Premises by Tenant, its directors, officers, agents, employees, customers, servants, invitees, visitors, or any other person whomsoever and/or any failure of Tenant in any respect to comply with any of the requirements or provisions of this Lease, and/or the acts or omissions of Tenant or its directors, officers, agents, employees, customers, servants, invitees, visitors and/or by any contractor, its agents or employees, and/or by any sub lessee, its agents, employees and customers, and/or by Landlord, its agents or employees. **Nothing in this Lease shall be construed to waive the immunity and defenses provided to the Town in Florida Statutes, Section 768.28.**

20. MORTGAGES. This Lease and Tenant's rights hereunder, are hereby made expressly subject and subordinate to any and all security agreements, mortgages, ground or underlying leases, or like instruments resulting from any financing or refinancing affecting the Premises or Building (or any portion thereof) which are currently in existence or which may hereafter be created by Landlord, or its successors or assigns, including any and all extensions and renewals, substitutions, and amendments thereof, and to any and all advances made or to be made under same (collectively the "Mortgage"). This provision shall be self-operative without the execution of any further instruments. Tenant agrees to execute any instrument or instruments which the Landlord may deem necessary or desirable to further evidence the foregoing subordination. Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instrument which appointment shall be deemed coupled with an interest and irrevocable. Tenant further agrees to make such reasonable modifications to this Lease as may be requested by the holder of any such Mortgage (the "Mortgagee"). Tenant agrees that in the event of any act or omission by Landlord which could constitute a default by Landlord or give Tenant the right to terminate this Lease or claim a partial eviction, Tenant shall not exercise any such right until (i) Tenant notifies Landlord in writing of such default and Landlord fails to cure such default within sixty (60) days of such notice, or if such default cannot reasonably be cured within such sixty (60) days, then within a reasonable time thereafter; and (ii) until every holder of any Mortgage is notified in writing of such default and fails to commence to cure such default within sixty (60) days after all of Landlord's periods to cure such default have expired. Tenant further agrees to execute any non-disturbance and/or attornment agreement requested by any mortgagee and/or ground lessor.

Without limitation of any other provision of this Section, Tenant acknowledges that the proceeds of casualty loss or condemnation shall be used or distributed in the manner required by the Mortgage.

21. Intentionally deleted.

22. LIENS.

(a) Tenant shall not mortgage or otherwise encumber or allow to be encumbered its interest herein without obtaining the prior written consent of Landlord. Tenant shall not allow any liens to be filed against the Premises or the Property, (including but not limited to liens from Tenant, contractors, vendors, workers, product and service providers of any kind) and Tenant shall keep the Premises and the Property free and clear of any mechanic's and materialman's liens arising in connection with any repair or alteration to the Premises performed by Tenant or its contractors. Should Tenant cause any mortgage, lien or other encumbrance (hereinafter singularly or collectively referred to as "Encumbrance") to be filed against the Premises or the Property, Tenant shall remove or bond against same within fifteen (15) days after the filing thereof. If Tenant fails to remove said Encumbrance within said fifteen (15) days, Landlord shall have the absolute right to remove said Encumbrance by whatever measures Landlord shall deem necessary including, without limitation, payment of such Encumbrance, in which event Tenant shall reimburse Landlord, as Additional Rent, all costs expended by Landlord, including reasonable attorneys' fees, in removing said Encumbrance. **To the extent allowed by law,** Tenant shall indemnify, defend and hold harmless Landlord and Landlord Parties from and against any damages, losses or costs arising out of any such claim and from any liens or encumbrances arising from any work performed by Tenant or Tenant Parties or on behalf of Tenant or Tenant Parties in the Premises or the Property. Tenant's indemnification contained in this Paragraph shall survive the expiration or earlier termination of this Lease. All of the aforesaid rights of Landlord shall be in addition to any remedies which either Landlord or Tenant may have available to them at law or in equity. Notwithstanding anything in this Lease to the contrary, Tenant is not authorized to act for or on behalf of Landlord as Landlord's agent or otherwise, for any purposes of constructing improvements, additions or alterations to the Premises. **Nothing in this Lease shall be construed to waive the immunity and defenses provided to the Town in Florida Statutes, Section 768.28.**

(b) Tenant shall not have any authority to create any lien for labor or material on the Landlord's interest in the Premises and all persons contracting with Tenant for the construction or removal of any of the facilities or other improvements on or about the Premises, and all materialmen, contractors, mechanics and laborers are hereby charged with notice that they must look only to Tenant and to Tenant's interests in the Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Tenant.

(c) In accordance with Florida Statutes § 713.10, Landlord shall have the right to post on the Premises and to file and/or record in the Public Records or court registry, as applicable, notices of non-responsibility substantially in the form of **Exhibit F** attached hereto, and such other notices as Landlord may reasonably deem proper for the protection of Landlord's interest in the Premises. Tenant shall, before the commencement of any work which might result in any lien on the Premises, give Landlord not less than three (3) business days' written notice under the circumstances of Tenant's intention to commence said work.

23. NOTICES. All notices required to be given under this Lease shall be in writing and shall be deemed to have been received (i) upon delivery if delivered by hand, (ii) one day after deposit with a nationally-recognized overnight courier service, or (iii) three business days after deposit in the United States mail, certified or registered, postage prepaid, return receipt requested. All notices shall be addressed to the parties hereto at their respective addresses set forth in Items 3 and 5 of the Basic Lease

Provisions/Definitions. If any notice is refused, or if the party to whom any such notice is sent has relocated without leaving a forwarding address, then the notice shall be deemed to have been received on the date the notice-receipt is returned stating that the same was refused or is undeliverable at such address. Either party may designate a different notice address by giving notice of same to the other party in accordance with this Paragraph.

24. PARKING. Tenant shall be entitled to park in common with other tenants of the Property in those areas designated for non-reserved parking. Landlord reserves the right, in its sole discretion, to remove from the Premises any person who is causing a nuisance, violating any law, or violating a rule set forth herein. Tenant shall be responsible for all vehicles owned, rented or used by Tenant and/or Tenant Parties in or about the Property. Tenant shall not park or store any motor vehicles within the Premises. Landlord reserves the right to update the rules and regulations set forth on **Exhibit D** from time to time to include uniform rules and regulations for the loading and unloading of trucks upon the Property, which rules may include the right to designate specific parking spaces for tenants' use. Vehicles must not block or obstruct driveway areas, must not be parked in areas prohibited by law or by Landlord, and must not be parked in front of other tenant's storefront areas. Upon request by Landlord, Tenant shall move its trucks and vehicles if, in Landlord's reasonable opinion, said vehicles are in violation of any of the above restrictions. Vehicles parked in violation of this section, and unauthorized vehicles, will be towed at vehicle owner expense.

25. LANDLORD DEFAULT/LIMITATION OF LIABILITY.

(a) Landlord shall not be in default of any obligation of Landlord hereunder unless Landlord fails to perform such obligations within ninety (90) days after receipt of written notice of such failure from Tenant; provided, however, that if the nature of Landlord's obligation is such that more than ninety (90) days are required for its performance, Landlord shall not be in default if Landlord commences to cure such default within the ninety (90) day period and thereafter diligently prosecutes the same to completion. All obligations of Landlord hereunder shall be construed as covenants, not conditions; and, except as may be otherwise expressly provided in this Lease, Tenant may not terminate this Lease for breach of Landlord's obligations hereunder.

(b) The term "Landlord" in this Lease shall mean only the then current owner of the Property; and in the event of a sale or conveyance by such owner of its interest in the Property, such owner shall be released from any and all liability under this Lease thereafter accruing. If the Security Deposit has been made by Tenant prior to such sale or conveyance, Landlord shall transfer the Security Deposit to the purchaser, and upon delivery to Tenant of notice thereof, Landlord shall be discharged from any further liability in reference thereto.

(c) Any liability of Landlord shall be limited solely to Landlord's interest in the Property, and in no event shall any personal liability be asserted against any or all of Landlord Parties in connection with this Lease nor shall any recourse be had to any other property or assets of any or all of Landlord Parties.

(d) **WAIVER OF PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES:** Tenant's sole and exclusive remedy for a default or breach of this Lease by Landlord shall be either (i) an action for damages, or (ii) an action for injunctive relief; Tenant hereby waiving and agreeing that Tenant shall have no other remedies on account of any breach or default by Landlord under this Lease including, without limitation, any offset rights (other than as expressly provided for herein). **UNDER NO CIRCUMSTANCES WHATSOEVER SHALL LANDLORD EVER BE LIABLE FOR PUNITIVE, CONSEQUENTIAL, SPECIAL, DIRECT, INDIRECT, OR**

INCIDENTAL DAMAGES OR LOSSES, WHETHER ANY SUCH CLAIM IS BASED ON CONTRACT OR TORT OR WHETHER THE LIKELIHOOD OF SUCH DAMAGES OR LOSSES WAS KNOWN TO LANDLORD; AND TENANT, ON BEHALF OF ITSELF AND ITS RESPECTIVE AGENTS, SUCCESSORS AND ASSIGNS, WAIVES ANY RIGHTS IT MAY HAVE TO SUCH DAMAGES UNDER THIS LEASE IN THE EVENT OF A BREACH OR DEFAULT BY LANDLORD UNDER THIS LEASE.

(e) **Negation of Personal Liability.** Notwithstanding anything to the contrary herein contained, Tenant agrees that (i) Landlord (and, in case Landlord is a joint venture, partnership, tenancy in common, association or other form of joint ownership, the partners, members and employees of any such joint venture, partnership, tenancy-in-common, association or other form of joint ownership) shall have absolutely no personal liability with respect to any of the provisions of this Lease, or any obligation or liability arising therefrom or in connection therewith; (ii) Tenant shall look solely to Landlord's equity in the Property for the satisfaction of any remedies of Tenant against Landlord including, without limitation, the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease to be observed and/or performed by Landlord, subject, however, to the prior rights of any holder of any mortgage covering all or part of the Property and no other assets of Landlord or any principal or partner of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim and in the event Tenant obtains a judgment against Landlord, the judgment docket shall be so noted. This exculpation of liability shall be absolute and without exception whatsoever. This section shall inure to the benefit of Landlord's successors and assigns and their respective principals.

26. ESTOPPEL CERTIFICATES. Within ten (10) days following Landlord's written request, Tenant shall execute and return to Landlord a statement in writing certifying, to the extent true (and if not true providing a description of same): (a) this Lease is unmodified and in full force and effect; (b) Tenant has no defenses, offsets or counterclaims against its obligations to pay any Rent or to perform any other covenants under this Lease; (c) there are no uncured Defaults of Landlord or Tenant; (d) the dates to which the Rent and other charges have been paid; and (e) any other information reasonably requested by Landlord. Tenant's obligation to furnish each estoppel certificate within such 10-day period is a material inducement for Landlord's execution of this Lease. No cure or grace period provided in this Lease shall apply to Tenant's obligations to timely deliver an estoppel certificate. Tenant hereby irrevocably appoints Landlord as its attorney in fact to execute on its behalf and in its name any such estoppel certificate if Tenant fails to execute and deliver the estoppel certificate within such 10-day period.

27. RULES AND REGULATIONS. Tenant shall, at all times during the Lease Term and any extension thereof, comply with all reasonable rules and regulations covering use of the Premises and the Property. The current rules and regulations are attached hereto on **Exhibit D**, which Landlord may revise from time to time in Landlord's sole and absolute discretion. Landlord shall not have any liability or obligation for the breach of any rules or regulations by other tenants in the Property. In the event of any conflict between such rules and regulations and other provisions of this Lease, the provisions of this Lease shall control.

28. HAZARDOUS MATERIALS. Except for Hazardous Materials contained in products used by Tenant in de minimis quantities for ordinary cleaning and office purposes, and except for de minimis quantities of gas, propane, fluids, or oil used in Tenant's equipment or forklifts and minimal use of ink and solvents as part of Tenant's normal business operations (collectively, "Permitted Materials"), Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, or disposed of in, on or about the Property by Tenant and/or Tenant Parties, without the

prior written consent of Landlord. Landlord shall be entitled to take into account any factors or facts as Landlord may determine to be relevant to determining whether to grant or withhold consent to Tenant's proposed activity with respect to Hazardous Material. In no event, however, shall Landlord be required to consent to the installation or use of any storage tanks in, on or about the Property. Tenant shall at all times comply with all applicable Legal Requirements relating to Hazardous Materials generated, brought upon, used, stored, treated or disposed of in, on or about the Premises and Property. Tenant, at Tenant's sole cost and expense, shall remediate in a manner satisfactory to Landlord any Hazardous Materials released in, on or about the Property by Tenant and/or Tenant Parties. Tenant shall complete and certify to disclosure statements as requested by Landlord from time to time relating to Tenant's transportation, storage, use, generation, manufacture or release of Hazardous Materials on the Premises. As defined in any applicable laws, Tenant is and shall be deemed to be the "operator" of Tenant's "facility" and the "owner" of all Hazardous Materials brought on the Premises by Tenant and/or Tenant Parties, the wastes, by-products or residues generated, resulting or produced therefrom. As used in the Lease, the term "Hazardous Materials" includes Permitted Materials and also means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material, waste or related materials, including any substances defined as or included in the definition of "hazardous substance", "hazardous wastes," "hazardous material", or "toxic substances" now or subsequently regulated under any applicable federal, state, or local laws or regulations, including, without limitation, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Each of the covenants and agreements of Tenant set forth in this Paragraph shall survive the expiration or earlier termination of this Lease.

Tenant's Responsibilities: At its own expense Tenant will procure, maintain in affect and comply with all conditions of any and all permits licenses and other governmental and regulatory approvals required for Tenant's use of the Premises. Tenant will not cause or permit any Hazardous Substance to be brought upon, kept or used in or about the Premises or Building by Tenant its agents, employees, contractors or invitees without the prior written consent of Landlord. Tenant will cause any and all Hazardous Substance brought upon the Premises by Tenant to be removed from the Premises and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and waste. Tenant will in all respects handle, treat, deal with and manage any and all Hazardous Substances in on under or about the Premises in total conformity with all applicable Environmental Laws and prudent industry practices regarding management of such Hazardous Substances. Upon expiration or earlier termination of the term of the Lease, Tenant will cause all Hazardous Substances placed on, under or about the Premises by Tenant or at Tenant's direction to be removed and transported for use, storage or disposal in accordance and in compliance with all applicable Environmental Laws. Tenant will not take any remedial action in response to the presence of any Hazardous Substance in or about the Premises or Building nor enter in to any settlement agreement, consent decree or other compromise with respect to any claims relating to any Hazardous Substance in any way connected with the Premises without first notifying Landlord of Tenant's intention to do so and affording Landlord ample opportunity to appear, intervene or otherwise appropriately assert and protect Landlord's interests with respect thereto.

Indemnification: If the Premises or the Building become contaminated in any manner or otherwise become affected by any release or discharge of a Hazardous Substance, Tenant shall immediately notify Landlord of the release or discharge of the Hazardous Substance and Tenant shall, **to the extent allowed by law**, indemnify, defend (by counsel reasonably acceptable to Landlord) and hold harmless Landlord from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including without limitation, a decrease in value of the Building or the Premises, damages caused by loss

or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space and any and all sums paid for settlement of claims, attorneys fees, and expert fees) arising during or after the term of this Lease and arising as a result of such contamination, release or discharge. **Nothing in this Lease shall be construed to waive the immunity and defenses provided to the Town in Florida Statutes, Section 768.28.** This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by federal, state or local agency or political subdivision. The provisions of this paragraph shall survive the termination of the Lease.

29. BROKERAGE. Landlord and Tenant each warrant to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only those referred to in Items 22 of the Basic Lease Provisions/Definitions (“Brokers”), and that it knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Lease. Landlord and Tenant each hereby agree to indemnify, defend and hold the other harmless from and against all claims for any brokerage commissions, finders’ fees, or similar payments by any persons other than those Brokers listed above and all costs, expenses, and liabilities incurred in connection with such claims, including reasonable attorneys’ fees and costs.

30. SECURITY SERVICE. Tenant acknowledges and agrees that, while Landlord may patrol the Property, Landlord is not providing any security services with respect to the Premises and that Landlord shall not be liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with any unauthorized entry into the Premises or any other breach of security with respect to the Premises.

31. FORCE MAJEURE. Except for Tenant’s obligations to pay Rent, in the event any obligation to be performed by either Landlord or Tenant is prevented or delayed due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials, governmental restrictions, governmental regulations, governmental controls, delay in issuance of permits, enemy or hostile governmental action, civil commotion, or other causes beyond the reasonable control of such party (each or collectively referred to herein as “Force Majeure”), the party liable to perform such obligation shall be excused from performing same for a period of time equal to any aforesaid delay.

31.1 Epidemics and Pandemics.

Notwithstanding anything contained herein to the contrary, Tenant waives any and all claims and/or defenses excusing Tenant’s non-performance under the Lease, including, but not limited to, the doctrines of constructive eviction, casualty, mitigation, impossibility, frustration of purpose, and/or force majeure in connection with any epidemics and/or pandemics and any government regulations or orders in connection therewith. In accordance therewith, in the event of such epidemic/pandemic which results in governmental mandatory shutdown of the Tenant’s business (the “Shutdown Period”), Landlord shall, at its sole and absolute discretion, enter into a forbearance agreement with Tenant (the “Forbearance Agreement”) to assist Tenant in such Shutdown Period in a form and with terms and conditions reasonably acceptable to Landlord. Such Forbearance Agreement may include, but not be limited to the following financial terms:

i. Tenant shall apply for any and all aid offered by the government (or through banks working with the government or government entity) in connection with such Shutdown Period. Tenant shall also file a business interruption claim with their insurance company as set forth herein. Tenant shall provide Landlord with copies of all applications and related documents as same are submitted for assistance.

ii. Tenant shall be permitted to a deferred payment in the sum of fifty (50%) percent of the Base Rent plus sales tax (the "Deferred Payment") during the Shutdown Period.

iii. Tenant and Landlord shall cooperatively act in good faith to establish the commercially reasonable payment schedule for Tenant's payment of the balance of the Deferred Payment to the Landlord.

iv. Landlord and Tenant shall work cooperatively and in good faith to address any differing requirements occurring due to the uniqueness of the epidemic/pandemic.

All other terms and conditions contained in the Lease not amended and modified in any Forbearance Agreement shall remain in full force and effect.

32. MISCELLANEOUS.

(a) All exhibits attached hereto are hereby incorporated into this Lease and made a part hereof.

(b) All of the covenants of Tenant hereunder shall be deemed and construed to be "conditions" as well as "covenants" as though both words were used in each separate instance.

(c) Except as otherwise expressly provided in this Lease or as otherwise required by law, Landlord retains the absolute right to withhold any consent or approval.

(d) Neither this Lease, nor any memorandum thereof, shall be recorded in any public records by Tenant without the prior written consent of Landlord.

(e) The paragraph headings appearing in this Lease are inserted only as a matter of convenience, and in no way define or limit the scope of any paragraph.

(f) Submission of this Lease shall not be deemed to be an offer, an acceptance or a reservation of the Premises and Landlord shall not be bound hereby until Landlord has delivered to Tenant, or to Tenant's designated agent a fully executed copy of this Lease, signed by both of the parties in the spaces herein provided.

(g) All of the terms of this Lease shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

(h) This Lease and the parties' respective rights hereunder shall be governed by the laws of the State of Florida. In the event of litigation, suit shall be brought exclusively in the County of Broward Florida. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND TENANT HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY ON ANY ISSUE INVOLVING THIS LEASE.

(i) In the event of any legal action or proceeding brought by either party against the other arising out of this Lease, at both the trial court and appellate court levels, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs (including, without limitation, court costs and expert witness fees) incurred in such action.

(j) No waiver by Landlord of any provision or breach of this Lease or of any breach by Tenant hereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by Tenant. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval under this Lease shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant requiring consent. No act or thing done by Landlord or Landlord's agents during the Lease Term shall be deemed an acceptance of a surrender of the Premises, unless in writing signed by Landlord. The delivery of the keys to any employee or agent of Landlord shall not operate as a termination of the Lease or a surrender of the Premises. The acceptance of any Rent by Landlord following a breach of this Lease by Tenant shall not constitute a waiver by Landlord of such breach or any other breach unless such waiver is expressly stated in a writing signed by Landlord. No endorsement or statement on any check or payment, or on any letter accompanying any check or payment, shall be deemed an accord and satisfaction; and Landlord may accept any check or payment without prejudice to Landlord's right to recover any additional amount due or to pursue any other remedy in this Lease.

(k) In the event any provision of this Lease is invalid or unenforceable, the same shall not affect or impair the validity or enforceability of any other provision.

(l) In addition to all other amounts due in this Lease, any amount not paid by Tenant within five (5) days after its due date in accordance with the terms of this Lease shall bear interest from such due date until paid in full at the rate of 1-1/2% per month (18% per annum) or the maximum permitted by law. It is expressly the intent of Landlord and Tenant at all times to comply with applicable Legal Requirements governing the maximum rate or amount of any interest payable on or in connection with this Lease. If applicable Legal Requirements are ever judicially interpreted so as to render usurious any interest called for under this Lease, or contracted for, charged, taken, reserved, or received with respect to this Lease, then it is Landlord's and Tenant's express intent that all excess amounts theretofore collected by Landlord be credited on the applicable obligation (or, if the obligation has been or would thereby be paid in full, refunded to Tenant), and the provisions of this Lease immediately shall be deemed reformed and the amounts thereafter collectible hereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable Legal Requirements, but so as to permit the recovery of the fullest amount otherwise called for hereunder.

(m) Time is of the essence of this Lease and each and all of its provisions.

(n) Tenant hereby covenants and warrants that Tenant is a duly authorized and existing entity, that Tenant has and is qualified to do business in the state in which the Property is located, that the Tenant has full right and authority to enter into this Lease pursuant to the terms of its formation and that each person signing on behalf of Tenant is authorized to do so. Tenant shall provide Landlord on demand with such evidence of such authority as Landlord shall reasonably request, including, without limitation, resolutions, certificates, and opinions of counsel. If and when included within the term "Tenant," as used in this instrument, there is more than one person, firm, or corporation, each shall be jointly and severally liable for the obligations of Tenant.

(o) This Agreement is the result of arms-length negotiations between Landlord and Tenant and their respective attorneys. Accordingly, neither party shall be deemed to be the author of this Lease and this Lease shall not be construed against either party.

(p) This Lease may be executed in one or more counterparts, each of which will constitute an original, and all of which together shall constitute one and the same agreement. Executed copies hereof may be delivered by e-mail or facsimile and, upon receipt, shall be deemed originals and

binding upon the parties hereto. Without limiting or otherwise affecting the validity of executed copies hereof that have been delivered by e-mail or facsimile, the parties will use best efforts to deliver originals as promptly as possible after execution.

33. PATRIOT ACT COMPLIANCE. Tenant represents to Landlord that Tenant is not a person or entity described by Section 1 of the Executive Order (No. 13224) Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (September 24, 2001), and does not engage in any dealings or transactions, and is not otherwise associated, with any such persons or entities or any forbidden entity. A “forbidden entity” is defined as (a) the governments of Cuba, Iran, North Korea, Myanmar, Syria and Sudan (each, a “Prohibited Country”) and any of their agencies, including but not limited to, political units and subdivisions (each, a “Prohibited Government”); (b) any company that (i) is wholly or partially managed or controlled by a Prohibited Government, (ii) is established, organized under or whose principal place of business is in any Prohibited Country, (iii) has failed to submit an affidavit following request therefor averring that it does not own or control any property or asset in and has not and does not transact business with any Prohibited Country; and (c) to Tenant’s knowledge, any publicly traded company identified by an independent researcher specializing in global security as (i) owning or controlling property or assets or having employees or facilities located in, (ii) providing goods or services to or obtaining goods or services from, (iii) having distribution agreements with, issuing credits or loans to or purchasing bonds or commercial paper issued by, or (iv) investing in any Prohibited Country or any company domiciled in any Prohibited Country. For purposes of this Paragraph, a “company” is any entity whether publicly traded or privately owned capable of affecting commerce, including but not limited to, a government, government agency, natural person, legal person, sole proprietorship, partnership, firm, corporation, subsidiary, affiliate, franchisor, franchisee, joint venture, trade association, financial institution, utility, public franchise, provider of financial services, trust, or enterprise and any association thereof.

34. RADON GAS. As required by §404.056, Florida Statutes, the following notification is made regarding radon gas: RADON GAS is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

35. TRANSFERABILITY BY LANDLORD. Landlord shall have the right to transfer and assign, in whole or in part, all and every feature of its rights and obligations hereunder without the Tenant’s consent, and upon such transfer or assignment, the Landlord named herein shall be released from all subsequent obligations or liabilities hereunder, Landlord’s successor in interest shall become the new Landlord hereunder and responsible to Tenant for all obligations of Landlord, and Tenant shall attorn to such successor in interest and recognize such successor in interest as the Landlord under this Lease.

36. AMENDMENT OF LEASE. Except as otherwise expressly set forth in this Lease, this Lease may not be altered, changed, or amended, except by an instrument in writing, signed by the party against whom enforcement is sought. This Lease and any exhibits contain the entire agreement reached in all previous negotiations between the parties hereto and there are no other representations, agreements or understandings of any kind, either written or oral, except as specifically set forth herein. Notwithstanding anything contained in this Lease to the contrary, Landlord may, at its sole discretion, implement and/or amend rules and regulations.

37. AUTHORITY. Tenant is duly authorized qualified to do business in the state in which the Premises are located, and Tenant has full right and authority to enter into this Lease, and each of the persons signing on Tenant's behalf are authorized to do so. In addition, Tenant warrants that it is not necessary for any other person, firm, corporation, or entity to join in the execution of this Lease to make the Tenant's execution complete, appropriate and binding.

38. BINDING EFFECT. Submission of this instrument for examination does not constitute a reservation of or option for the Premises nor an offer to rent the same. The instrument becomes effective as a Lease only upon execution and delivery of both Landlord and Tenant.

39. CONCLUSIVENESS OF LANDLORD'S BILLING. If Tenant has any objection to or dispute with any billing or invoicing by the Landlord under or pursuant to this Lease, Tenant shall object in writing to the Landlord within 15 days from the date of the invoice. In the event Tenant fails to so object in writing to any invoice from the Landlord, the parties agree that it shall be conclusively presumed that such billing is accurate in all respects that Tenant has no defenses to the payment of such invoice, and that Tenant is fully liable for the payment of the invoice. Nothing contained herein shall excuse Tenant from timely paying its Rent obligations.

40. INTERPRETATION. The captions, sections, clauses, article numbers, section numbers and table of contents, if any, of this Lease are inserted for convenience only and in no way limit, enlarge, define or otherwise affect the scope or intent of the Lease or any provision thereof. The parties hereto intend that the interpretation and enforcement of this Lease be governed by the laws of the State of Florida. If there is more than one Tenant, the obligations and liabilities hereunder imposed upon Tenant shall be joint and several. The words "Landlord" and "Tenant" shall also extend to and mean the successors in interest of the respective parties hereto and their permitted assigns, although this shall not be construed as conferring upon the Tenant the right to assign this Lease or sublet the Premises or confer rights of occupancy upon anyone other than Tenant. All charges due from Tenant to Landlord hereunder, including, without limitation, any charges against Tenant by Landlord for services or work done on the Premises by order of Tenant shall be deemed additional rent, shall be included in any lien for rent, and shall be paid (including sales tax) without setoff or defense of any kind. This Lease has been fully negotiated and reviewed by the parties and their counsel and is the work product of both Landlord and Tenant; it shall not be more strictly construed against either party. Provisions inserted herein or affixed hereto shall not be valid unless appearing in the duplicate original hereof held by the Landlord and initialed by the Parties hereto. In the event of variation or discrepancy, the Landlord's duplicate shall control. This Lease and the exhibits, schedules, addenda, riders, and guaranty, if any, attached hereto are incorporated herein and set forth the entire agreement between the Landlord and Tenant concerning the Premises and Property and there are no other agreements or understandings between them. This Lease and its exhibits, schedules, addenda, riders, and guaranty, if any, may not be modified except by agreement in writing executed by the Landlord and Tenant. Nothing in this Lease creates any relationship between the parties other than that of lessor and lessee and nothing in this Lease constitutes the Landlord a partner of the Tenant or a joint venturer or member of a common enterprise with the Tenant.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE.]

EXECUTED as of the day and year first above written.

WITNESSES:

LANDLORD: I-95 REALTY, INC.

Name:_____

Name:_____

By: _____
Name: Michael V. Smith
Title: President

WITNESSES:

TENANT: Town of Pembroke Park

Name:_____

Name:_____

By: _____
Name: _____
Title: _____

EXHIBIT A
PREMISES

2722 South Park Road, Pembroke Park, Florida, 33009

Located at Lakeside Business Park

EXHIBIT B
LEGAL DESCRIPTION OF LAND

Property Folio ID Number: 5142 29 06 0040

LAKESIDE COMMERCIAL PARK 136-27 B PT OF PARCEL "A" DESC AS COMM AT SE COR OF PAR A,N ALG E/L 100, W 12,N 25,W 92.15,N 283.61, W 158 TO POB,W 255.92,N 70, E 255.94,S 70 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING C

Property Folio ID Number: 5142 29 06 0020

LAKESIDE COMMERCIAL PARK 136-27 B PT OF PARCEL "A" DESC AS,COMM AT SE COR OF PAR A,N ALG E/L 100, W 12,N 25 TO POB,W 92.15, N 283.61,E 73.98,N 20,E 30.05, S 8.10,SW 100,S 192 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING A

Property Folio ID Number: 5142 29 06 0030

LAKESIDE COMMERCIAL PARK 136-27 B PT OF PARCEL "A" DESC AS COMM AT SE COR OF PAR A,N ALG E/L 100, W 12,N 25,W 92.15,N 283.61 TO POB,ELY 73.98,N 70,W 231.98, S 70,ELY 158 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING B

Property Folio ID Number: 5142 29 06 0050

LAKESIDE COMMERCIAL PARK 136-27 B PT OF PARCEL "A" DESC AS COMM AT SE COR OF PAR A,N ALG E/L 100, W 12,N 25,W 92.15,N 283.61, W 413.92 TO POB,N 70,W 111.94, S 376,E 112.01,N 306 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING D PART

Property Folio ID Number: 5142 29 06 0070

LAKESIDE COMMERCIAL PARK 136-27 PT OF PARCEL "A" DESC AS BEG AT SE COR OF PAR A,NLY ALG E/L FOR 100,WLY 12,NLY 1,WLY 140,WLY 202.65,WLY 164.55, SLY 14.87,WLY 112.01,SLY 98.14 TO SW COR PAR A,ELY 630.28 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING E

Property Folio ID Number: 5142 29 06 0080

LAKESIDE COMMERCIAL PARK 136-27 B PT OF PARCEL "A" DESC AS COMM AT SE COR OF PAR A,N ALG E/L 100, W 12,N 13,SWLY 139.71,NW 202.38, SW 141.10,N 12,E 30 TO POB,CONT E 86,N 117,NW 71.79,W 31, S 163.13 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING F

Property Folio ID Number: 5142 29 06 0060

LAKESIDE COMMERCIAL PARK 136-27 B PT OF PARCEL "A" DESC AS COMM AT SE COR OF PAR A,N ALG E/L 100, W 12,N 13,SWLY 139.71,NW 202.38, SW 141.10,N 12 TO POB,CONT N 243.13,E 30,S 243.13,W 30 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING D PART

Property Folio ID Number: 5142 29 06 0010

LAKESIDE COMMERCIAL PARK 136-27 B PARCEL "A" LESS PTS DESC AS BUILDINGS A,B,C,D,E & F & LESS PT DESC AS LIFT STATION

EXHIBIT C
MOVE-OUT CONDITIONS

Notwithstanding anything to the contrary in this Lease, Tenant is obligated to check and address prior to move-out of the Premises the following items. The following list is designed to assist Tenant in the move-out procedures but is not intended to be all inclusive.

1. All lighting is to be placed into good working order, including, without limitation, replacement of bulbs, ballasts and lenses, as needed.
2. All loading doors and dock levelers should be serviced and placed in good operating order. This would include the necessary replacement of any dented loading door panels and adjustment of door tension to insure proper operation. All door panels which are replaced need to be painted to match the Building standard.
3. HVAC and all HVAC equipment and systems should be placed in good working order and undamaged, including the necessary replacement of any parts to return HVAC to a well-maintained condition. Upon move-out, Landlord will have an exit inspection performed by a certified mechanical contractor to determine the condition of HVAC.
4. All holes in the sheetrock walls and ceilings should be repaired prior to move-out, and all striping and markings on floor should be removed.
5. All flooring and tiles should be in a clean condition and should not have any holes, chips, scratches, or damages in them.
6. The Premises should be returned in a clean condition, which would include cleaning of the kitchenette, restroom areas, windows, doors and all other portions and areas of the Premises.
7. The warehouse area of the Premises should be in clean condition with all inventory and racking removed. There should be no protrusion of anchors from the warehouse floor and all holes should be appropriately patched. If machinery/equipment is removed, the electrical lines should be properly terminated at the nearest junction box.
8. All windows with cracks or breakage should be replaced.
9. Tenant shall provide to Landlord the keys for all locks on the Premises, including front doors, rear doors, and interior doors.
10. Except as otherwise agreed to in writing, it is expressly agreed that any and all telephonic, coaxial, ethernet, or other computer, word-processing, facsimile, cabling, or electronic wiring installed by Tenant in, on or about the Premises (hereafter, "Wiring") shall be removed in its entirety, at Tenant's sole cost and expense, at the expiration of the Lease Term and Tenant shall be responsible for any and all damages to the Premises caused by such removal.
11. All electrical systems and electrical fixtures should be left in a safe and undamaged condition that conforms to applicable Legal Requirements.
12. All plumbing and plumbing fixtures should be undamaged and in good working order, including the water heater. Faucets, showers and toilets should not leak.
13. All dock bumpers must be left in place and well secured.
14. The entire Premises and overall Property, including but not limited to all structural elements, and all mechanical, electrical and plumbing features, must be left undamaged, in good working order, and in a clean condition.

Notwithstanding the foregoing and except as otherwise set forth in this Lease, Tenant agrees to surrender the Premises to Landlord in the condition as set forth in the Lease, it being the express intent of the parties that Tenant shall not be obligated to return the Premises in better condition than exists as of the Commencement Date of the Lease.

EXHIBIT D
RULES AND REGULATIONS

Tenant agrees to comply with the following rules and regulations, as the same may be modified from time to time. Tenant will not, without Landlord's prior written consent:

1. Use any picture or likeness of the Property in any notices or advertisements.
2. Install any satellite dish connections.
3. Install or operate any steam or internal combustion engine, boiler, machinery, or carry on any mechanical business in, on, or about the Premises, except for Tenant's forklifts or Trade Fixtures which are a part of Tenant's normal business operations.
4. Use any fuel source in, on, or about the Premises other than the fuel source(s) provided by Landlord, except for propane, gas or oils used in Tenant's forklifts or equipment as permitted under Paragraph 30 of the Lease.
5. Permit in, on or about the Premises any animals other than service animals; create any interference with the operation of any equipment or radio or television broadcasting/reception from in, on or about the Property.
6. Obstruct any sidewalks, loading areas, driveways, unauthorized parking areas, stairways, doorways, corridors and other common areas or use the same for any purpose other than for ingress and egress.
7. Install any window treatments other than existing treatments or otherwise obstruct the windows of the Premises.
8. Leave doors and/or windows unlocked after business hours which enter upon any common areas of the Property; and Tenant shall be liable for all damages sustained by Landlord or other tenants within the Property resulting from Tenant's breach or carelessness in this respect.
9. Any person(s) who shall be employed by Tenant for the purpose of maintaining, servicing, repairing or improving, or cleaning the Premises shall be employed at Tenant's sole cost and expense. **To the extent allowed by law**, Tenant shall indemnify and hold Landlord harmless from all losses, claims, liability, damages, and expenses for any injury to person or damage to property of Tenant, or third persons, caused by Tenant's contractors, vendors, workers, partners, customers, or visitors. **Nothing in this Lease shall be construed to waive the immunity and defenses provided to the Town in Florida Statutes, Section 768.28.**
10. Tenant shall not canvass or solicit business, or allow any employee of Tenant to canvass or solicit business, from other tenants at the Property, unless the same is within the scope of Tenant's normal business.
11. Landlord reserves the right to place into effect a "no smoking" policy within all or selected portions of the common areas of the Property, including any exterior or interior areas of the Premises or Property, wherein Tenant, its agents, employees, and invitees shall not be allowed to smoke. Tenant shall not be allowed to smoke in any common or leased areas; nor shall Tenant dispose of any smoking material including, without limitation, matches, ashes, and cigarette butts on the floors of the Property, about the grounds of the Property or in any receptacle other than a specifically designated receptacle for smoking.

EXHIBIT E
INSURANCE REQUIREMENTS FOR CONTRACTORS

All contractors performing work in, on or about the Property at the request of, or on behalf of, the Tenant shall, at a minimum, carry and maintain insurance at all times in accordance with the standards and requirements set forth in this **Exhibit**.

1. Required Coverages.

(a) **Workers Compensation; Commercial General Liability; Automobile Liability.** All general contractors and subcontractors shall carry and maintain in force at all times relevant to this Lease:

(i) Workers compensation insurance covering all of its employees, which insurance shall include the following:

(A) Coverage A – statutory amount; and

(B) Coverage B – employers' liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 disease-policy limit and \$1,000,000 disease-each employee;

(ii) Commercial general liability insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate, to apply on a per project basis, including coverage for bodily injury, property damage, products and completed operations, personal injury, advertising injury, premises operations, independent contractors and contractual liability; and

(iii) Automobile liability insurance covering all owned, non-owned and hired vehicles with a combined single limit not less than \$1,000,000 per accident.

(b) **Professional Liability.** All general contractors and subcontractors providing design/build services or other professional services with regard to the Property (including, without limitation, architects, design professionals, engineers and environmental consultants) shall carry and maintain professional liability insurance for the activities and services provided by such general contractor or subcontractor, as applicable, with limits not less than \$1,000,000 per claim and \$2,000,000 aggregate (or such higher limits required by Landlord), which professional liability insurance shall be maintained continuously starting on or before commencement of the work and continuing for a period of three years after the date of final payment.

(c) **Property.** All general contractors and subcontractors shall carry and maintain property insurance coverage for tools and equipment brought onto and/or used on the Property by such general contractor or subcontractor, as applicable, in an amount equal to the replacement cost of all such tools and equipment.

(d) **Umbrella/Excess Liability.** General contractors shall carry and maintain umbrella/excess liability insurance with limits not less than \$5,000,000 per occurrence and \$5,000,000 annual aggregate (or such other limits required and/or approved by Landlord). Subcontractors performing the following services shall carry and maintain umbrella/excess liability insurance with not less than the following limits (or such other limits required and/or approved by Landlord):

(i) \$5,000,000 per occurrence and \$5,000,000 annual aggregate: Demolition, Roofing/Roof Consultants, Site Excavation and Structural Steel;

(ii) \$3,000,000 per occurrence and \$3,000,000 annual aggregate: Alarm Monitoring/Fire Sprinkler Service, Concrete & Masonry, Drilling, Elevator Service, Fencing, Hazardous Material & Asbestos Removal, HVAC, Mud Jacking, Patrol Services, Power Washing, Propane Gas, Scaffolding and Welding; and

(iii) \$1,000,000 per occurrence and \$1,000,000 annual aggregate: asphalt/driveway, cable installation, drywall/framing, electrical, fencing, landscaping/irrigation/tree trimming, locksmith, metal cleaning & finishing, moving, overhead and revolving door service, painting (with lift), pest control, plumbing, snow removal, general cleaning and maintenance services, doors, windows, flooring, trim work, insulation, recycling, trash service, patching and sealing, and window cleaning (with roof mounted or mechanized equipment).

Such umbrella/excess liability insurance policies shall follow the form of the primary coverages, be in excess of the underlying policies without gaps in limits and provide coverage at least as broad as the underlying policies.

2. **Additional Insured Requirements and Waiver of Subrogation.** The commercial general liability insurance, automobile liability insurance and umbrella/excess liability insurance policies shall name Landlord and Landlord Parties as additional insureds. The workers compensation insurance, commercial general liability insurance, automobile liability insurance and umbrella/excess liability insurance policies shall include a waiver of subrogation in favor of Landlord Parties. If any policy requires an endorsement to provide for waiver of subrogation, the vendor, general contractor or subcontractor, as applicable, shall cause the policy to be so endorsed.

3. **Other Requirements.** All insurance policies maintained by general contractors and subcontractors shall not have deductibles or self-insured retentions that exceed \$25,000 without the prior written approval of Landlord and shall be:

(a) Underwritten by insurance companies lawfully authorized to do business in the jurisdiction in which the Property is located and acceptable to Landlord with a current AM Best rating of A VIII or higher,

(b) Written for not less than the limits specified in this Exhibit or required by law, whichever coverage is greater,

(c) Endorsed to provide that the insurance carrier will send a written notice of cancellation or non-renewal to Landlord at least 30 days prior to any cancellation or non-renewal, and

(d) Primary and non-contributory with any similar insurance maintained by Landlord or Landlord Parties.

The commercial general liability policies and the umbrella/excess liability policies shall be written on an occurrence policy form ("modified occurrence" and "claims made" policies are not acceptable) and shall include explosion, collapse and underground hazard coverage. The products and completed operations coverage in the commercial general liability insurance policy shall be maintained by general contractors and subcontractors for at least three years from final completion and acceptance of

the work by Landlord. Any deficiency in the insurance coverage of any subcontractors shall be the sole responsibility of the general contractor.

4. **Certificates and Endorsements.** To evidence the insurance requirements, prior to commencement of any work, general contractors, subcontractors performing work in excess of \$10,000.00 in the aggregate, and any contractor or subcontractor accessing the roof shall provide certificates of insurance and the following endorsements: (a) additional insured endorsements; (b) 30-day notice of cancellation endorsement; and (c) waiver of subrogation endorsement, if required by policy. Such certificates and endorsements shall be of a form and content satisfactory to Landlord. All certificates of insurance shall include the following statement in the "Description of Operations" section:

"[Insert the full name of Landlord], its affiliates, parent and subsidiaries, and their respective trustees, directors, officers, members, managers, venturers, partners, shareholders, agents, contractors, representatives, property managers, lenders, assignees, affiliates and employees (collectively, "Landlord Parties") are additional insureds for General Liability, Automobile Liability and Umbrella. A Waiver of Subrogation applies in favor of Landlord Parties for Workers Compensation, General Liability, Automobile Liability and Umbrella as required by written contract. Policies are primary and non-contributory with any similar insurance maintained by Landlord Parties."

Prior to expiration of any certificate, the general contractor or subcontractor, as applicable, shall provide a renewal certificate of insurance. Failure to furnish such evidence of insurance coverage shall not be considered a waiver of such coverage.

EXHIBIT F

LESSOR'S NOTICE
PURSUANT TO SECTION 713.10, FLORIDA STATUTES

Pursuant to Section 713.10, Florida Statutes (2019), I-95 Realty, Inc. files this notice and certifies as follows:

1. The Lessor is I-95 Realty, Inc.
2. The legal description of the parcel of land to which this notice applies is

Portion of:

Property Folio ID Number: 5142 29 06 0040

LAKESIDE COMMERCIAL PARK 136-27 B PT OF PARCEL "A" DESC AS COMM AT SE COR OF PAR A,N ALG E/L 100, W 12,N 25,W 92.15,N 283.61, W 158 TO POB,W 255.92,N 70, E 255.94,S 70 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING C

Property Folio ID Number: 5142 29 06 0020

LAKESIDE COMMERCIAL PARK 136-27 B PT OF PARCEL "A" DESC AS,COMM AT SE COR OF PAR A,N ALG E/L 100, W 12,N 25 TO POB,W 92.15, N 283.61,E 73.98,N 20,E 30.05, S 8.10,SW 100,S 192 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING A

Property Folio ID Number: 5142 29 06 0030

LAKESIDE COMMERCIAL PARK 136-27 B PT OF PARCEL "A" DESC AS COMM AT SE COR OF PAR A,N ALG E/L 100, W 12,N 25,W 92.15,N 283.61 TO POB,ELY 73.98,N 70,W 231.98, S 70,ELY 158 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING B

Property Folio ID Number: 5142 29 06 0050

LAKESIDE COMMERCIAL PARK 136-27 B PT OF PARCEL "A" DESC AS COMM AT SE COR OF PAR A,N ALG E/L 100, W 12,N 25,W 92.15,N 283.61, W 413.92 TO POB,N 70,W 111.94, S 376,E 112.01,N 306 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING D PART

Property Folio ID Number: 5142 29 06 0070

LAKESIDE COMMERCIAL PARK 136-27 PT OF PARCEL "A" DESC AS BEG AT SE COR OF PAR A,NLY ALG E/L FOR 100,WLY 12,NLY 1,WLY 140,WLY 202.65,WLY 164.55, SLY 14.87,WLY 112.01,SLY 98.14 TO SW COR PAR A,ELY 630.28 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING E

Property Folio ID Number: 5142 29 06 0080

LAKESIDE COMMERCIAL PARK 136-27 B PT OF PARCEL "A" DESC AS COMM AT SE COR OF PAR A,N ALG E/L 100, W 12,N 13,SWLY 139.71,NW 202.38, SW 141.10,N 12,E 30 TO POB,CONT E 86,N 117,NW 71.79,W 31, S 163.13 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING F

Property Folio ID Number: 5142 29 06 0060

LAKESIDE COMMERCIAL PARK 136-27 B PT OF PARCEL "A" DESC AS COMM AT SE COR OF PAR A,N ALG E/L 100, W 12,N 13,SWLY 139.71,NW 202.38, SW 141.10,N 12 TO POB,CONT N 243.13,E 30,S 243.13,W 30 TO POB AKA: LAKESIDE COMMERCIAL PARK BUILDING D PART

Property Folio ID Number: 5142 29 06 0010

LAKESIDE COMMERCIAL PARK 136-27 B PARCEL "A" LESS PTS DESC AS BUILDINGS A,B,C,D,E & F & LESS PT DESC AS LIFT STATION

3. Paragraph 22 of the Lease contains the following language:

LIENS.

a. Tenant shall not mortgage or otherwise encumber or allow to be encumbered its interest herein without obtaining the prior written consent of Landlord. Tenant shall not allow any liens to be filed against the Premises or the Property, (including but not limited to liens from Tenant, contractors, vendors, workers, product and service providers of any kind) and Tenant shall keep the Premises and the Property free and clear of any mechanic's and materialman's liens arising in connection with any repair or alteration to the Premises performed by Tenant or its contractors. Should Tenant cause any mortgage, lien or other encumbrance (hereinafter singularly or collectively referred to as "Encumbrance") to be filed against the Premises or the Property, Tenant shall remove or bond against same within fifteen (15) days after the filing thereof. If Tenant fails to remove said Encumbrance within said fifteen (15) days. Landlord shall have the absolute right to remove said Encumbrance by whatever measures Landlord shall deem necessary including, without limitation, payment of such Encumbrance, in which event Tenant shall reimburse Landlord, as Additional Rent, all costs expended by Landlord, including reasonable attorneys' fees, in removing said Encumbrance. **To the extent allowed by law,** Tenant shall indemnify, defend and hold harmless Landlord and Landlord Parties from and against any damages, losses or costs arising out of any such claim and from any liens or encumbrances arising from any work performed by Tenant or Tenant Parties or on behalf of Tenant or Tenant Parties in the Premises or the Property. Tenant's indemnification contained in this Paragraph shall survive the expiration or earlier termination of this Lease. All of the aforesaid rights of Landlord shall be in addition to any remedies which either Landlord or Tenant may have available to them at law or in equity. Notwithstanding anything in this Lease to the contrary, Tenant is not authorized to act for or on behalf of Landlord as Landlord's agent or otherwise, for any purposes of constructing improvements, additions or alterations to the Premises. **Nothing in this Lease shall be construed to waive the immunity and defenses provided to the Town in Florida Statutes, Section 768.28.**

(b) Tenant shall not have any authority to create any lien for labor or material on the Landlord's interest in the Premises and all persons contracting with Tenant for the construction or removal of any of the facilities or other improvements on or about the Premises, and all materialmen, contractors, mechanics and laborers are hereby charged with notice that they must look only to Tenant and to Tenant's interests in the Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Tenant.

(c) In accordance with Florida Statutes § 713.10, Landlord shall have the right to post on the Premises and to file and/or record in the Public Records or court registry, as applicable, notices of non-responsibility substantially in the form of **Exhibit F** attached hereto, and such other notices as Landlord may reasonably deem proper for the protection of Landlord's interest in the Premises. Tenant shall, before the commencement of any work which might result in any lien on the Premises, give Landlord

not less than three (3) business days' written notice under the circumstances of Tenant's intention to commence said work.

4. All or a majority of the leases entered into for premises on the Property contain the following language:

The Tenant herein shall not have any authority to create any liens for labor or material on the Landlord's interest in the Premises and all persons contracting with the Tenant for the construction or removal of any facilities or other improvements on or about the Premises, and all materialmen, contractors, mechanics and laborers are hereby charged with notice that they must look only to the Tenant and to the Tenant's interests in the Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Tenant.

DATED this ____ day of _____, 2023.

By: _____
Print Name: _____
Print Title: _____
Address: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced

My Commission Expires:

AGENDA ITEM REPORT



To:

Subject: Holiday Lighting (Discussion)

Meeting: AGENDA WORKSHOP COMMISSION MEETING - Oct 25 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

The Town is currently in the 3rd year of a lease to own contract with Artistic Holiday Designs. This contract includes the purchase of the lights but also the install, take down, and storage. This year we will be responsible to pay for the installation of the lights.

Along with these lights we also have old pole decorations (pictures are attached).

Also, we have a quote for holiday banners as well (pictures are attached).

FINANCIAL IMPACT:

Costs are attached.

ATTACHMENTS:

[2023 Holiday Banners & Brackets Est# 300225](#)

[PS Holiday Lights](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Oct 19 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Oct 19 2023
Christian Noel, Accounts Payable	Approved - Oct 19 2023
Marlen Martell, Town Clerk	Approved - Oct 19 2023



3225 Neil Armstrong Blvd, Ste 600
Eagan, MN 55121
888-683-9665 Toll free
651-683-9740 Fax

Quotation

Date	Estimate #
10/17/2023	300225

Bill To
Town of Pembroke Park Accounts Payable 3150 SW 52nd Ave. Pembroke Park, FL 33023 Email: swoodbury@tppl.gov

Ship To
Town of Pembroke Park Attn: Stephanie Woodbury 3150 SW 52nd Ave. Pembroke Park, FL 33023

Terms	Est. Delivery from art approval	Rep	Project Name	
Net 30	2 weeks	Dani	20130506DDL001	
Qty	Description	Price	Total	
70	*Holiday Banners - 2 Designs 35 ea. 30"x80" (Finished size including pockets) 18oz. Outdoor Vinyl Street Pole Banners. -Digitally printed on both sides with UV resistant Inks. -3" Double Stitched and Lined Rod Pockets with Grommets in each corner.	75.00	5,250.00T	
1	Set Up Fee Waived as long as our stock designs are used - custom designs require a set-up fee and is determined by designers when presented with everything available for art.	0.00	0.00T	
70	WindPro Storm Bracket Sets for 30" Banners Sets includes: • (2) Aluminum brackets • (2) White fiberglass arms - 30" Long • (2) End caps • (2) Tie wraps • (2) Pins & rings • (4) 40" stainless steel bands	50.00	3,500.00T	
	Estimated Shipping/Handling FedEx Ground	450.00	450.00	

This estimate is based on plans and specifications provided at the time the estimate was given. Changes requested by the customer may cause a change in the quoted price. Freight will be added to the invoice unless other arrangements are made. This quote is valid for 30 days.

Authorization Signature and Date

X _____

Subtotal \$9,200.00

Sales Tax (0.00) \$0.00

Total **\$9,200.00**

TOWN OF PEMBROKE PARK
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT made and entered into this ___ day of _____ 2021, by and between the Town of Pembroke Park (the "Town"), a municipal corporation of the State of Florida, and Artistic Holiday Designs, LLC, ("Vendor") a Florida limited liability company whose principal offices are located at 202 Stephen St., Lemont, IL 60439.

WHEREAS, the Town of Pembroke Park desires to vendor to decorate the Town for the holiday season; and

WHEREAS, the Town's Procurement Code allows the Town to enter into contracts without competitive solicitation when piggybacking upon a government contract where the price offered for the commodity or service exactly equals or is lower than the price and the contract has been competitively bid; and

WHEREAS, Vendor entered into an Agreement ("Initial Agreement", attached as Exhibit B) with the Village of North Bay, Florida, (the "Village") for the provision of decorating the Village for the holiday season after a competitive solicitation; and

WHEREAS, the Town has determined that the Initial Agreement meets the requirements of the Town's Procurement Code and desires to enter into an agreement with Vendor on the same terms, conditions, and pricing provided under the Initial Agreement, subject to the terms and conditions of this Agreement and pursuant to the scope of work and specifications set forth in Vendor's proposal (attached as Exhibit A);

WHEREAS, the Town has determined that entering into a piggyback contract with Vendor is in the best interest of the Town.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

the Agreement and following completion of the Agreement if Vendor does not transfer the records to the public agency.

d. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the Vendor or keep and maintain public records required by the Town to perform the service. If Vendor transfers all public records to the Town upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically 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.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

By email: townclerk@tppfl.gov

By phone: 954.966.4600

Mail or hand delivery:

Attn: Town Clerk

3150 SW 52 Ave.

Pembroke Park, FL 33023

9. Scrutinized Companies.

a. Pursuant to Section 287.135, Florida Statutes, a company that has been placed on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of \$1 million or more. At the time of submission of a bid or proposal for a contract or contract renewal for goods or services of \$1 million or more, the company must certify that it is not

a. Termination for Cause. The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within fifteen (15) days after written notice from the aggrieved party identifying the breach. The Town Manager may also terminate this Agreement upon such notice as the Town Manager deems appropriate under the circumstances in the event the Town Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the Town erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided. This Agreement may be terminated for cause for reasons including, but not limited to, Vendor's repeated (whether negligent or intentional) submission for payment of false or incorrect invoices, failure to perform services to the Town's satisfaction; or failure to continuously perform services in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

b. Termination for Convenience. The Town reserves the right, in its best interest as determined by the Town, to cancel this Agreement for convenience by giving written notice to the Vendor at least thirty (30), days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Vendor shall be paid for any services performed to the Town's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Vendor acknowledges and agrees that it has received good, valuable and, sufficient consideration from Town, the receipt and adequacy of which are hereby acknowledged by Vendor, for Town's right to terminate this Agreement for convenience.

c. Cancellation for Unappropriated Funds. The Town reserves the right, in its best interest as determined by the Town, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Vendor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the Town for payment a Vendor is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

12. **Notices.** Every notice, comment, consent, objection, waiver or any communication given under this Agreement shall be in writing and shall be given only by

b. **Jurisdiction, Venue, and Waiver of Jury Trial.** The Agreement shall be governed by the laws of the State of Florida. Venue shall be in Broward County, Florida. ALL PARTIES HERETO WAIVE A RIGHT TO TRIAL BY JURY.

c. **Attorney's Fees.** In any claim to dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney's fees and costs regardless of the outcome of any procedure or litigation.

d. **Compliance with all Federal, State and local ethics laws.** Vendor shall at all times comply with all federal, state and local ethics laws, including the Broward County Code of Ethics.

e. **Severability Clause.** In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof.

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

VENDOR

TOWN OF PEMBROKE PARK

Name:
Title:

ATTEST:

TOWN CLERK

MAYOR

Approved as to form and legal
sufficiency

TOWN ATTORNEY

EXHIBIT B

Page 9 of 9

Page 7 of 11

<u>Year</u>	<u>Costs</u>	<u>Details</u>
2021	\$30,854.46	Initial purchase of ornaments, installation, maintenance, take down, and storage
2022	\$19,995.00	Installation, maintenance, take down, and storage of original equipment. Plus the rental of additional items for inside the park.
2023	\$15,540.00	Installation, maintenance, take down, and storage of original equipment.

Artistic Holiday Designs

Artistic Holiday Designs

Contract No.
Contract Date:

QUOTE
10/19/2023

Seller Address:

4417 SE 16th Place, Unit 13
Cape Coral FL 33904
708-223-8506

www.ArtisticHolidayDesigns.com

Derek Norwood

derekn@ArtisticHolidayDesigns.com

Contact:

Stephanie Woodbury, Project Manager

Buyer Address:

Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023

Phone:

954-966-4600 ext. 238

E-mail:

swoodbury@tppfl.gov

Fax:

Delivery Point:

ATTN: Nick Caine
8200 NW 93rd St, Unit 1

Medley, FL 33166

786-281-0022 nickc@artisticholidaydesigns.com

Shipping Method:

Truck

Shipping Terms:

Invoiced

Delivery Date:

TBD

Shipping Address:

AHD Warehouse
101 Carroll Rd, South Whitley, IN 46787

Notes	Reference #	Description	Quantity	Product Value Per Unit	Unit Lease Price	Total Lease Price
2023 Options						
*Storage & Service are included at no additional cost	Labor	Owned Decor - 2021 Install, Dismantle, Service, Storage				\$ 4,500.00
	Labor w/ Lease	Light Strands - Leased Strands w/ Labor	480	\$ -	\$ 23.00	\$ 11,040.00
Total:						\$ 15,540.00
2023 Additional Options						
	Lease w/ Labor	410376 - Royal Ribbon Arch w/ 20% off Original Price - \$13,800	1	\$ 34,025.64	\$ 11,500.00	\$ 11,500.00
	Lease w/ Labor	Light Strands - Leased Strands w/ Labor	1	\$ -	\$ 23.00	\$ 23.00
Total:						TBD

Need Updated Tax Exempt Certificate

Subtotal \$ 15,540.00
Tax TBD
Shipping TBD

***PRICING IS VALID FOR 14 DAYS FROM DATE OF CONTRACT/QUOTE. SIGNATURE CONFIRMS PRICING.**

TOTAL DUE \$ 15,540.00

BLOCKS, SANDBAGS AND/OR MOUNTING STAKES MAY NOT BE INCLUDED AND WILL BE BILLED SEPARATELY IF NEEDED.
WARRANTY IS FOR PRODUCT DEFECT AND DOES NOT APPLY TO WIND DAMAGE OR DAMAGE DUE TO INSTALLATION, REMOVAL, STORAGE OR TRANSPORT

Payment Terms: Lease & Field Service

50% Due Upon Acceptance	\$ 7,770.00
50% Due Upon Completion	\$ 7,770.00

Payment Method:

Check/Bank Information

ACH Payment to:

Artistic Holiday Designs LLC

Routing: 263191387

Account: 1100024293767

Artistic Holiday Designs

Artistic Holiday Designs, LLC
202 Stephen Street
Lemont, IL 60439

Invoice 1744

BILL TO
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023

SHIP TO
Town of Pembroke Park
8200 NW 93rd St.
Suite 1
Medley, FL 33166

DATE
11/30/2021

PLEASE PAY
\$30,854.46

DUE DATE
11/30/2021

ACTIVITY	QTY	RATE	AMOUNT
Contract 107186			
203139 Cone Tree - Silver Sparkle	2	5,577.00	11,154.00
203489-R 2D Blue Two Ornament Display	1	1,075.24	1,075.24
202720 3D Blue Giftbox - 3.28 ft	1	1,633.50	1,633.50
203490-R 2D Blue Three Ornament Display - 4:26 ft.	1	858.02	858.02
203489-R 2D Blue Two Ornament Display	1	1,075.24	1,075.24
201753-R 2D/3D Enchanted Tree	1	2,177.86	2,177.86T
5MM50-PWT-C Pure White Mini Lights Yearly Lease	480	14.47	6,945.60T
Install	1	1,250.00	1,250.00T
Shipping	1	4,685.00	4,685.00
ACH PYMT to:			
Routing: 042200910			
Acct: 5314332973			
	SUBTOTAL		30,854.46
	TAX		0.00
	TOTAL		30,854.46

TOTAL DUE

\$30,854.46

THANK YOU.

Artistic Holiday Designs

Artistic Holiday Designs	Contract No.	107351
	Contract Date:	11/17/2022
Seller Address:	Contact:	Stephanie Woodbury, Project Manager
4417 SE 16th Place, Unit 13		Town of Pembroke Park
Cape Coral FL 33904	Buyer Address:	3150 SW 52nd Ave
708-223-8506		Pembroke Park, FL 33023
www.ArtisticHolidayDesigns.com	Phone:	954-966-4600 ext. 238
Derek Norwood	E-mail:	swoodbury@tppl.gov
derekn@ArtisticHolidayDesigns.com	Fax:	
Delivery Point:	Shipping Method:	Truck
ATTN:	Shipping Terms:	Invoiced
	Delivery Date:	TBD
	Shipping Address:	TBD

Reference #	Description	Quantity	Unit Price	Total Price
Walk thru 32 Foot Ribbon	discount referenced below	1	\$ 13,500.00	\$ 10,000.00
Custom Walk thru Ribbon Arch 32 feet wide, an amazing photo opportunity to be placed in the center of the walking circle				
MISC:INSTAL/TAKEDOWN		1	\$ 9,995.00	\$ 9,995.00
Installation of Customer owned City decor thru out the park.				
Pricing includes install maintenance and removal				
LIGHTING:TREE WRAPPING		14		included in Misc Total
Wrapping of Various Trees in Pure white, and warm white LED lighting.				
packages:MAINTENANCE		1		included in Misc Total
24/7 Customer Service and 24 hour turn around on all repairs				
Weekly routine checks to ensure all lights are in working order are included.				
Customer is responsible for providing 115 VAC power outlets within 25 feet of lighting area and or lighted decor				
Reasonable hardware and power cords up to 25 feet in length are included				
Light Er Up is not responsible for outages due to ground fault interrupters (GFI) or insufficient electrical requirments				
MULTI YEAR SERVICE AGREEMENT				
20% Discount has been applied for 3 year lease term contract. Customer Agrees to spend not less than 90% of the first year contract price over the next (3) years in exchange for a 20% discount tech of the (3) Years. If customer chooses to cancel the contract prior to the expiration of the contract, the customer will reimburse Light Er up MIA the amount of the discount given each of the prior years. Cancellation must occur in writing no later than August 1st of each year, prior to their job being scheduled, or there customer will be obligated for the full amount o the contract for that year.				

* Any legal action brought by or against either party under the terms of this agreement shall be determined by the laws of the state of Florida,venue, and jurisdiction for said action shall be within the county of Miami Date and the state of Florida, Respectfully

** It is necessary many times to drive our trucks on sidewalks in order to install holiday lights, however we will not be responsible for any damage our trucks may do to sidewalks (this is very rare) If you do not want our trucks to drive on your sidewalks, you must notify us in writing prior to installation date.

*** Installation dates are booked upon receiving your signed contract and 50% deposit

* Light Er Up MIA reserves the right to use pictures of the above listed decor in any promotional material

Subtotal	\$	19,995.00
Tax		exempt
Shipping	\$	-

TOTAL DUE \$ 19,995.00

BLOCKS, SANDBAGS AND/OR MOUNTING STAKES MAY NOT BE INCLUDED AND WILL BE BILLED SEPARATELY IF NEEDED. ONCE THE ORDER IS APPROVED AND PROCESSED A LEAD PROJECT MANAGER WILL BE ASSIGNED TO REVIEW AND DETERMINE NEEDS WITH THE INSTALL TEAM.

Payment Terms: Purchase

50% Due Upon Acceptance	\$ 9,997.50
50% Due Upon Completion	\$ 9,997.50

Payment Method:



3225 Neil Armstrong Blvd, Ste 600
Eagan, MN 55121
888-683-9665 Toll free
651-683-9740 Fax

Quotation

Date	Estimate #
10/17/2023	300225

Bill To

Town of Pembroke Park
Accounts Payable
3150 SW 52nd Ave.
Pembroke Park, FL 33023
Email: swoodbury@tppfl.gov

Ship To

Town of Pembroke Park
Attn: Stephanie Woodbury
3150 SW 52nd Ave.
Pembroke Park, FL 33023

Terms	Est. Delivery from art approval	Rep	Project Name	
Net 30	2 weeks	Dani	20130506DDL001	
Qty	Description	Price	Total	
50	*Holiday Banners - 2 Designs 25 ea. 30"x80" (Finished size including pockets) 18oz. Outdoor Vinyl Street Pole Banners. -Digitally printed on both sides with UV resistant Inks. -3" Double Stitched and Lined Rod Pockets with Grommets in each corner.	75.00	3,750.00T	
1	Set Up Fee Waived as long as our stock designs are used - custom designs require a set-up fee and is determined by designers when presented with everything available for art.	0.00	0.00T	
70	WindPro Storm Bracket Sets for 30" Banners Sets includes: • (2) Aluminum brackets • (2) White fiberglass arms - 30" Long • (2) End caps • (2) Tie wraps • (2) Pins & rings • (4) 40" stainless steel bands	50.00	3,500.00T	
	Estimated Shipping/Handling FedEx Ground	450.00	450.00	

This estimate is based on plans and specifications provided at the time the estimate was given. Changes requested by the customer may cause a change in the quoted price. Freight will be added to the invoice unless other arrangements are made. This quote is valid for 30 days.

Authorization Signature and Date

X _____

Subtotal \$7,700.00

Sales Tax (0.00) \$0.00

Total **\$7,700.00**

AGENDA ITEM REPORT



To:

Subject: Bobcat (Discussion)

Meeting: AGENDA WORKSHOP COMMISSION MEETING - Oct 25 2023

Department: Public Works

Staff Contact: Aleem Ghany, Public Services Director

BACKGROUND INFORMATION:

The following are various options for a Bobcat

FINANCIAL IMPACT:

State of Florida Sheriff's contract pricing

ATTACHMENTS:

[Bob Cat Skid Steer Loader](#)
[Skid Steer-1](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Oct 19 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Oct 19 2023
Christian Noel, Accounts Payable	Approved - Oct 19 2023
Marlen Martell, Town Clerk	Approved - Oct 19 2023

Town of Pembroke Park

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



Skid Steer / Bobcat

Currently the Public Services Department has a full-size combination backhoe and loader. There are many tasks assigned to the department where space is limited, and a full-size excavator is too large for the project and /or the size of the project itself does not warrant a large piece of equipment. Because of its compact size and precision, a skid steer is especially valuable in tight spaces and on small projects. It will be utilized by the department for a wide variety of construction and landscaping projects.

Projects it will be useful for include:

- Roadwork
- material handling
- loading
- landscaping
- grading and backfilling
- Support other equipment

The Public services Department would like to utilize the Florida Sheriffs Association Cooperative Purchasing Program, Contract packet FSA23-EQU21.0 for the purchase of the Skid Steer Loader.

The department is recommending, from this contract, Item: 224, Kubota, SVL 75-3. It represents the best value and will meet the department's needs and is priced at \$52,098.00.

10/4/23, 8:43 AM

Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

Item: 221, Bobcat, T770, T770

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Clark Equipment Company	\$71,649.00	Build	Options
Northern	Primary	Clark Equipment Company	\$71,649.00	Build	Options
Central	Primary	Clark Equipment Company	\$71,649.00	Build	Options
Southern	Primary	Clark Equipment Company	\$71,649.00	Build	Options

10/4/23, 8:43 AM

Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

Item: 222, Caterpillar, 279D3, 279D3

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	\$77,647.00	Build	Options
Northern	Primary	Ring Power Corporation	\$77,647.00	Build	Options
Central	Primary	Ring Power Corporation	\$77,647.00	Build	Options
Southern	Primary	Kelly Tractor Co	\$88,523.00	Build	Options

10/4/23, 8:43 AM

Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

Item: 223, John Deere, 331G, 331G

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Dobbs Equipment, LLC	\$77,950.00	Build	Options
Northern	Primary	Dobbs Equipment, LLC	\$77,950.00	Build	Options
Central	Primary	EFE, INC	\$69,000.00	Build	Options
	Alternate	Dobbs Equipment, LLC	\$76,200.00	Build	Options
Southern	Primary	EFE, INC	\$69,000.00	Build	Options
	Alternate	Dobbs Equipment, LLC	\$76,200.00	Build	Options

10/4/23, 8:43 AM

Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

Item: 224, Kubota, SVL 75-3, SVL 75-3

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Florida Coast Equipment, Inc.	\$52,098.00	Build	Options
Central	Primary	Florida Coast Equipment, Inc.	\$52,098.00	Build	Options
Southern	Primary	Florida Coast Equipment, Inc.	\$52,098.00	Build	Options

10/4/23, 8:43 AM

Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

Item: 225, Takeuchi, TL12V2, TL12V2

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Alta Construction Equipment Florida, LLC	\$76,000.00	Build	
Northern	Primary	Alta Construction Equipment Florida, LLC	\$76,000.00	Build	
Central	Primary	Alta Construction Equipment Florida, LLC	\$76,000.00	Build	
Southern	Primary	Alta Construction Equipment Florida, LLC	\$76,000.00	Build	

10/4/23, 8:43 AM

Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

Item: 226, Case, TR310B, TR310B

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Innovative Equipment Services 2 LLC	\$77,942.00	Build	Options
Northern	Primary	Innovative Equipment Services 2 LLC	\$77,942.00	Build	Options
Central	Primary	Innovative Equipment Services 2 LLC	\$77,942.00	Build	Options
Southern	Primary	Innovative Equipment Services 2 LLC	\$77,942.00	Build	Options

10/4/23, 8:43 AM

Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

Item: 227, ASV, MAX-Series™ VT-100 Posi-Track® loader, VT-100

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern					
Central					
Southern	Primary	Alta Construction Equipment Florida, LLC	\$95,000.00	Build	Options

10/4/23, 8:43 AM

Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

Item: 228, Yanmar, TL100 Tracked Skid Steer, TL100VS

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern					
Central					
Southern	Primary	Alta Construction Equipment Florida, LLC	\$81,000.00	Build	Options

10/4/23, 8:43 AM

Award Report | VendorLink

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

Item: 229, Manitou, 1050R, 1050R

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	National Equipment Dealers, LLC	\$62,075.00	Build	Options
Northern	Primary	National Equipment Dealers, LLC	\$62,075.00	Build	Options
Central	Primary	National Equipment Dealers, LLC	\$62,075.00	Build	Options
Southern	Primary	National Equipment Dealers, LLC	\$62,075.00	Build	Options

 FLORIDA COAST EQUIPMENT	FLORIDA COAST EQUIPMENT, LLC 357 Pike Road West Palm Beach, FL 33411 PHONE: 561-448-0919 EMAIL: JMORENO@FLORIDACOASTEQ.COM	Salesperson: Joe Moreno CELL: 561-436-3909
Contact: Thomas Positano Phone #: 954-966-4600 x600 Fax #: Email #: tpositano@tppl.gov		Customer Name: Town of Pembroke Park Address: 3150 SW 52nd Ave City: Pembroke Park State: FL ZIP: 33023
COMMENTS: Prices for product quoted are good for 14 days from quote date.		
I (we), the undersigned, hereby order from you the Equipment described below, to be delivered as shown above. This order is subject to your ability to obtain such equipment from the manufacturer and you shall be under no liability if delivery of the equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown below is subject to your receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.		
ORDERING INFORMATION		PRICING INFORMATION
QTY.	MODEL CODE	DESCRIPTION AND SERIAL NUMBER
		UNIT PRICE
		UNIT CUSTOMER DISCOUNT PRICE
		TOTAL CUSTOMER DISCOUNT PRICE
1	Item 224 Base	Kubota SVL75-3 Trackloader, Open ROPS, 12.6"
		Rubber Tracks, Manual QA Coupler, 68" Bucket
1	SVL75-3HW	Upgrade: 15.8" Rubber Tracks, Hydraulic QA
1	AP-HD74LLC	Coupler, with 74" Bucket
1	DCU6700/S6708	Telematics
1	AP-RG3074-2131	Land Pride 74" Root Grapple w/Cylinder Rod
		Shield Kit and Hose Kit
1	S6763	Hose Stay Kit - installed
Total Price:		\$77,610.00
Disc. Subtotal:		\$65,644.75
Other Allowances, Discounts, Trade-ins, Freight or Misc. Charges		
Special Notes: Florida Sheriffs Association Contract # FSA23-EQU21.0 Item # 224 Kubota SVL75-3 Contract Ends 9/30/2025		
Used/Trade Equipment Statement I certify that the listed equipment I am trading is free of all debts, liens, or encumbrances of any kind. Customer Name: Customer Signature:		Subtotal: \$65,644.75 Applicable Sales Tax: Total Cash Price: \$65,644.75 Payoff Amount: Down Payment:
TOTAL AMOUNT DUE		\$65,644.75
Balance to be paid by: ☒ Cash/Charge ☐ Finance ☐ % ☐ Months ☐ Insurance ☐ Yes ☒ No		
Purchase Order #:		
CUSTOMER SIGNATURE: X		DATE
DEALER SIGNATURE: X		DATE
All Kubota Equipment sold are for use exclusively in the USA, not for export. The Standard Manufacturer's Warranty Applies, which does not include pick up or delivery.		DATE 10/31/2023

AGENDA ITEM REPORT



To:

Subject: Kimley-Horn & Associates - vulnerability assessment

Meeting:

Department:

Staff Contact:

BACKGROUND INFORMATION:

The previous Town Manager obtained a proposal from Kimley-Horn & Associates; which is one of our engineering consultants from the CCNA list. The Town just signed the funding agreement and the approved scope of work with Florida Department of Environmental Protection for \$200,000.00

Kimley-Horn is currently working on the Town's stormwater master plan and has most of the information required for the vulnerability assessment. In our preliminary meeting with FDEP we communicated that they were the recommended company to do the plan.

FINANCIAL IMPACT:

\$200,000.00

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[20230426 Pembroke Park VA Proposal](#)

[23PLN74-TOWN OF PEMBROKE PARK COMPREHENSIVE VULNERABILITY ASSESSMENT - EXECUTED](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Oct 23 2023
Jacobs Horowitz, Interim Town Attorney	Pending
Christian Noel, Accounts Payable	None
Marlen Martell, Town Clerk	None



April 26, 2023

Mr. J.C. Jimenez
Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

RE: *Vulnerability Assessment*
Pembroke Park, FL

Dear Mr. Jimenez:

Kimley-Horn and Associates, Inc., (hereinafter referred to as “Consultant”, “We” or “Kimley-Horn”), in connection with the Town of Pembroke Park “Civil Engineering Consultant Services Agreement RFQ 22-03” is pleased to submit this proposal to the Town of Pembroke Park, (hereinafter referred to as “Client” or “Town”), to provide professional services associated with a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.).

Project Understanding

Pursuant to Section 380.093 of the Florida Statutes, the Town of Pembroke Park (“Town” or “Client”) is seeking a consultant to prepare a comprehensive Town-wide flood vulnerability and sea level rise assessment. It is Kimley-Horn’s understanding that the Town has received a Resilient Florida Program Planning Grant Award through the Florida Department of Environmental Protection. The Town has requested Kimley-Horn to submit a work order proposal for assistance in the preparation of the comprehensive Vulnerability Assessment.

Scope of Services

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

TASK 1 – KICKOFF MEETING AND PROJECT MANAGEMENT

Kimley-Horn will attend a kickoff meeting with the Town to introduce team members, discuss scope of work, project schedule, and establish lines of communication and flow of information. The kickoff meeting will focus heavily on the data collection process for the Vulnerability Assessment. It is anticipated that the Town will provide Kimley-Horn with the available data to perform the Vulnerability Assessment. The Town is to provide the following, but not limited to:

- Town GIS Layer Data (i.e. Land Use, Building Footprints, Parcels, Stormwater, Water and Wastewater infrastructure, Transportation Assets including Evacuation Routes, Highways, Roads, Fleet Storage Locations)
- Stormwater Models
- Most recent Digital Elevation Models (DEMs)
- Inventory of Critical Assets

kimley-horn.com

8201 Peters Road, Suite 2200, Plantation, FL 33324

954 535 5100

- Inventory of Town Maintained Facilities
- Construction and As-Built Documents
- Flood Elevation Certificates
- Previous vulnerability studies, comprehensive plans, or stormwater master plans

Project management activities under this task include meetings, project communication, quality control and assurance of submittal documents. This task includes monthly project status meetings, not to exceed a total of ten (10) meetings, to discuss ongoing work product and project deliverables. Kimley-Horn will prepare agendas, meeting summaries, and other documents in support of the meetings and project coordination activities.

Deliverables:

- **Project meeting agendas and summaries of all meetings, including kickoff meeting, in electronic (.pdf or email) format.**
- **Progress status reports in electronic (.pdf) format**

TASK 2 – ASSEMBLE STEERING COMMITTEE

The Town will identify not more than 10 representatives to serve as members of the Steering Committee. The role of the Steering Committee will be to provide feedback on Tasks 3-6 by providing input on study direction, assisting in identifying vulnerable areas, identifying available data and resources, and reviewing project findings and recommendations. Kimley-Horn will coordinate with the Town and the Project Steering Committee to identify a contact list, determine locations/dates/times for two (2) meetings, and present on project goals, progression, and deliverables.

Deliverables:

- **Steering Committee meeting agendas and summaries in electronic (.pdf or email) format**

TASK 3 – CRITICAL ASSETS DATA COLLECTION

Kimley-Horn will obtain available information from the Town that would aid in preparation for the vulnerability assessment. Kimley-Horn will review the information obtained from the Town for accuracy and use in the vulnerability assessment. Additional information to perform the vulnerability assessment and identify critical assets as classified in s. 380.093(2) 1-4, F.S. will be compiled into a GIS database by Kimley-Horn. Topographic data will be obtained from readily available sources such as Miami-Dade County and National Oceanic and Atmospheric Administration databases. Kimley-Horn will identify any data gaps throughout the data collection process to support additional data collection to conduct the vulnerability analysis. Data gaps that have been identified will be included in a separate inventory list. Resolution of data gap issues identified during the data collection process can be performed as an additional service.

Per s. 380.093(2) 1-4, F.S., critical assets include the following:

- Transportation assets and evacuation routes, including airports, bridges, bus terminals, ports, major roadways, marinas, rail facilities, and railroad bridges.
- Critical infrastructure, including wastewater treatment facilities and lift stations, stormwater treatment facilities and pump stations, drinking water facilities, water utility conveyance systems, electric production and supply facilities, solid and hazardous waste facilities, military installations, communications facilities, and disaster debris management sites.
- Critical community and emergency facilities, including schools, colleges, universities, community centers, correctional facilities, disaster recovery centers, emergency medical service facilities, emergency operation centers, fire stations, health care facilities, hospitals, law enforcement facilities, local government facilities, logistical staging areas, affordable public housing, risk shelter inventory, and state government facilities.
- Natural, cultural, and historical resources, including conservation lands, parks, shorelines, surface waters, wetlands, and historical and cultural assets.

Deliverables:

- Technical memorandum and inventory list of critical assets in electronic (.pdf) format
- GIS critical assets inventory database (.gdb) format

TASK 4 – VULNERABILITY ASSESSMENT EXPOSURE ANALYSIS

Based on the data collected in Task 3, Kimley-Horn will prepare an analysis to identify the Town's critical asset exposure to flooding. This task will consist of the following:

- Flooding depth due to Sea level rise – Ground elevation (from DEM) comparison with sea level elevation in present-day and future conditions based on applying two sea level rise for NOAA Intermediate Low and Intermediate High scenarios for 2040 and 2070 to current mean higher high water (MHHW) elevation of closest coastal tidal gauge.
- Flooding depth due to Storm Surge – Ground elevation comparison with storm surge water surface elevations for Category 1 and 3 hurricanes based on NOAA Sea, Lake and Overland Surges from Hurricanes (SLOSH) model for South Florida. The two selected sea level rise scenarios will be applied to present-day storm surge water surface elevations to model future vulnerability.
- Flooding depth due to Rainfall-Induced flooding – Hydrologic model development of the Town for simulating 100-year, 24-hour rainfall event. In the absence of detailed hydrologic and hydraulic modeling of the Town and its critical assets, Kimley-Horn will prepare a "Modified Bathtub Model" as defined in NOAA SLR guidelines.
- Flooding depth from compound flooding – Rainfall-induced flooding will be compared with storm surge and sea level rise scenarios to identify areas vulnerable to more than one source of flooding occurring simultaneously.

Fourteen (14) scenarios in total will be analyzed for critical asset vulnerability to flooding. Additional scenarios can be analyzed as an additional service. The table below shows the combination of scenarios to be analyzed:

Flooding Threat	Present-Day	SLR scenario 1	SLR scenario 2
Sea level rise (SLR)	(0)	(2)	(2)
Storm Surge	(2)	(2)	(2)
100-yr, 24-hr Rainfall Induced flooding	(1)	(0)	(0)
Compound flooding	(1)	(1)	(1)

Flood inundation maps will be developed for each scenario based on the exposure analysis. The inundation maps will be overlaid with the critical asset layers developed in **Task 2** in order to identify critical infrastructure that is vulnerable to flooding.

Analyses will be performed in NAVD88.

Deliverables:

- GIS Shapefiles
- Tabular data output for each threat-asset exposure analysis/overlay
- Fourteen (14) GIS Exhibit series in electronic (.pdf) format
- Draft Vulnerability Assessment in electronic (.pdf) format

TASK 5 – SENSITIVITY ASSESSMENT

Following the Vulnerability Assessment Exposure Analysis task, Kimley-Horn will prepare a sensitivity assessment of the critical assets within the Town relative to the impacts of flooding and sea level rise identified in **Task 4**. An asset-threat matrix will be prepared based on the inundation modeling scenarios. Kimley-Horn will include an evaluation of the impact of flood severity on each asset class and at each flood scenario. Kimley-Horn will assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables:

- List of significant assets impacted by flooding
- Draft Vulnerability Assessment in electronic (.pdf) format

(OPTIONAL) TASK 6- ADAPTATION ACTION RECOMMENDATIONS

The final task is to develop a path forward to increase the resiliency of the Town's critical assets. Per Florida Statute s. 380.093, F.S., this optional task is recommended for incorporation of the vulnerability assessment results into Town Comprehensive and Transportation planning.

Kimley-Horn will identify hot-spot exposure areas based on the results of Task 4 and 5, establish priority ranking recommendations for adaptation strategy implementation in these areas, and identify three (3) adaptation strategies presented in case-study form.

Deliverables:

- Map and tabulation of hot-spot flooding areas (.pdf) format
- Priority ranking of hot-spot flooding areas (.pdf) format
- Report to include adaptation action recommendations and three adaptation strategy case studies (.pdf) format

Schedule of Work

Kimley-Horn anticipates the work will proceed as depicted in the schedule below:

<i>Deliverable</i>	<i>Anticipated Delivery (calendar days where applicable)</i>
Task 1 – Kickoff Meeting and Project Management	NTP + 15 days
Task 2 – Assemble Steering Committee	NTP + 30 days
Task 3 – Critical Assets Data Collection	Task 1 + 60 days
Task 4 – Vulnerability Assessment Exposure Analysis	Task 3 + 120 days
Task 5 – Sensitivity Assessment	Task 4 + 30 days
Task 6 (Optional) – Adaptation Action Recommendations	Task 5 + 30 days
TOTAL	10 months

Assumptions applying to all tasks:

- The Town is responsible for making key staff available during the delivery of this project
- Deliverables will be issued as a draft for review by the Town. We have estimated an approximate 14-day time frame for the comments. After receiving the comments from the Town, the Consultant will reconcile the comments/edits into a final version. The Consultant will address one round of Town comments.
- The generation of flood inundation extents will be based on the source DEM, no topographic analysis for voids will be conducted. ERPs or projects that have been completed since the publication of the DEM will not be considered.
- The generation of flood inundation extents will be level-pools. No sloped surfaces, transition zones or smoothing of floodplains will be performed.

- The data schema will be compliant with 380.093(3)(c) F.S.

It is anticipated that the Scope of Services will be completed in accordance with the above schedule after Notice to Proceed ("NTP") is received unless there are delays outside of Kimley-Horn's control, such as delays associated with Client and/or regulatory reviews, Client requested changes, etc. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services and that Client review times will not exceed seven (7) calendar days. Times for performance may be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control.

Notwithstanding any other provision of this Agreement, the Consultant shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Client, third parties, or governmental agencies.

Compensation

The maximum fee, without prior authorization, for the Scope of Services shall be as shown below.

Task	Task Description	Fee Type	Fee
1	Kickoff Meeting and Project Management	LS	\$15,000
2	Assemble Steering Committee	LS	\$6,000
3	Critical Assets Data Collection	LS	\$34,000
4	Vulnerability Assessment Exposure Analysis	LS	\$88,000
5	Sensitivity Assessment	LS	\$37,000
6	Adaptation Action Recommendations (Optional)	LS	\$20,000
TOTAL:			\$200,000

Additional Services

Any services not specifically listed in the above Scope of Work are not included in the contracted fees. Should the Client desire additional services, Kimley-Horn will prepare a fee, scope and schedule for the work at the time the services are requested.

Provided by the Town

The Town will provide any information requested by Kimley-Horn in a timely manner to avoid delay of the Project. In addition, the Town will ensure that Client representatives are available for all meetings in order to avoid delay to the Project.

Project Manager

Consultant's Project Manager for this Work Order assignment will be:

Name: Matt Brosman
Title: Project Manager
Email: matt.brosman@kimley-horn.com
Phone: 954-535-5109

Closure

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

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

Very truly yours,



By: Stefano F. Viola P.E.
Vice President



Matt Brosman, P.E., CFM
Project Manager

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Town of Pembroke Park Comprehensive Vulnerability Assessment	Agreement Number: 23PLN74
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)	
Grantee Name: Town of Pembroke Park	Entity Type: Local Government
Grantee Address: 3150 SW 52nd Avenue, Pembroke Park, Florida 33023	FEID: 59-0968454 (Grantee)
3. Agreement Begin Date: 7/1/2022	Date of Expiration: 6/30/2025

4. Project Number: 23PLN74 <i>(If different from Agreement Number)</i>	Project Location(s): Broward County, Florida
Project Description: The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, for the Town of Pembroke Park.	

5. Total Amount of Funding: \$ 200,000.00	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	FY 22-23 GAA 1776	\$ 200,000.00
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 200,000.00

6. Department's Grant Manager Name: Hanna Tillotson or successor Address: Resilient Florida Program 2600 Blair Stone Road, MS235 Tallahassee, Florida 32399 Phone: 850-245-7540 Email: Hanna.Tillotson@FloridaDEP.gov	Grantee's Grant Manager Name: Aleem A. Ghany, P.E. or successor Address: Town of Pembroke Park 3150 SW 52nd Avenue Pembroke Park, Florida 33023 Phone: 954-966-4600 ext. 238 Email: aghany@tppl.gov
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fdfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
☒ Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	☐ Yes ☐ N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Town of Pembroke Park

GRANTEE

By


(Authorized Signature)

10/17/2023

Date Signed

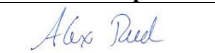
Ashira Mohammad, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By


Secretary or Designee

10/18/2023

Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures


DEP Grant Manager, Hanna Tillotson


DEP QC Reviewer, Charles Neuhauser

Grantee may add additional signatures below, if needed.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

Attachment 1

2 of 13

Rev. 9/15/2023

Page 14 of 52

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

Attachment 1

3 of 13

Rev. 9/15/2023

Page 15 of 52

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

Attachment 1

4 of 13

Rev. 9/15/2023

Page 16 of 52

- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

Attachment 1

5 of 13

Rev. 9/15/2023

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

Attachment 1

6 of 13

Rev. 9/15/2023

Page 18 of 52

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

Attachment 1

7 of 13

Rev. 9/15/2023

Page 19 of 52

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

Attachment 1

8 of 13

Rev. 9/15/2023

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

Attachment 1

9 of 13

Rev. 9/15/2023

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
- a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
- The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
- b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

Attachment 1

10 of 13

Rev. 9/15/2023

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. **Inspector General.** The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

Attachment 1

11 of 13

Rev. 9/15/2023

Page 23 of 52

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

Attachment 1

12 of 13

Rev. 9/15/2023

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 23PLN74**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Town of Pembroke Park Comprehensive Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

Attachment 2

2 of 3

Rev. 8/8/2023

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 23PLN74**

ATTACHMENT 3

PROJECT TITLE: Town of Pembroke Park Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located in Town of Pembroke Park within Broward County, Florida.

PROJECT DESCRIPTION:

The Town of Pembroke Park (Grantee) will complete the Town of Pembroke Park Comprehensive Vulnerability Assessment (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will include a kick-off meeting and an inventory of all critical and regionally significant assets in the project area.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary..

Deliverables: The Grantee will provide the following:

- **1.1:** meeting agenda to include location, date, and time of meeting;
- **1.2:** meeting sign-in sheets or attendance records with attendee names and affiliation;
- **1.3:** a copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **1.4:** kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting

Task 2: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, Florida Statute (F.S.). Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may

DEP Agreement No.: 23PLN74
Page 1 of 4

Rev. 2.14.23

Page 29 of 52

limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **2.1:** a technical report to outline the data compiled and findings of the gap analysis;
- **2.2:** a summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **2.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 3: Critical and Regionally Significant Asset Inventory

Description: The Grantee will identify all critical and regionally significant assets meeting the definitions in s. 380.093, F.S. that are impacted by flooding and sea level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **3.1:** a list or spreadsheet of critical and regionally significant assets that are impacted by flooding and sea level rise, prioritized by area or immediate need, which contains the critical assets attributes required by Exhibit I and identifies which flood scenario(s) impacts each asset; and
- **3.2:** GIS files and associated metadata.

Task 4: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **4.1:** a draft Vulnerability Assessment report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **4.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 5: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **5.1:** a draft Vulnerability Assessment report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **5.2:** an initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 6: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **6.2:** a final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;
- **6.3:** all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **6.4:** a signed Vulnerability Assessment Compliance Checklist Certification (Exhibit I).

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

DEP Agreement No.: 23PLN74
Page 3 of 4

Rev. 2.14.23

Page 31 of 52

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	\$5,000	\$0	\$5,000	7/1/2022	3/31/2025
2	Acquire Background Data	Contractual Services	\$55,000	\$0	\$55,000	7/1/2022	3/31/2025
3	Critical and Regionally Significant Asset Inventory	Contractual Services	\$10,000	\$0	\$10,000	7/1/2022	3/31/2025
4	Exposure Analysis	Contractual Services	\$32,500	\$0	\$32,500	7/1/2022	3/31/2025
5	Sensitivity Analysis	Contractual Services	\$32,500	\$0	\$32,500	7/1/2022	3/31/2025
6	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$65,000	\$0	\$65,000	7/1/2022	3/31/2025
Total:			\$200,000	\$0	\$200,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection

ATTN: Office of Ombudsman and Public Services

Public Records Request

3900 Commonwealth Boulevard, MS 49

Tallahassee, Florida 32399

Attachment 4

1 of 1

Rev. 4/27/2018

Page 33 of 52

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Attachment 5

2 of 7

BGS-DEP 55-215

revised 11/8/2022

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	22/23	37.098	Resilient Florida Programs	\$200,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$200,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.
2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.
7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

Rev. 2.9.23

**Attachment 6
Page 1 of 2**

Page 41 of 52

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

Exhibit A, Page 1 of 1

Rev. 1/13/2023

Page 43 of 52

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F
DEP AGREEMENT NO. 23PLN74

TOWN OF PEMBROKE PARK COMPREHENSIVE VULNERABILITY ASSESSMENT

Town of Pembroke Park

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Exhibit F, DEP Agreement # 23PLN74
Page 1

6/30/2023

Page 45 of 52

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Exhibit F, DEP Agreement # 23PLN74

Page 2

6/30/2023

Page 46 of 52



Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 23PLN74

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: Town Of Pembroke Park

Address: 3150 SW 52 Ave

City: Pembroke Park State: Fl Zip: 33023

Phone Number: (954) 966 4600 Email: aghany@tppl.gov

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: Aleem A Ghany Date: 10/16/23

Photo/video/audio/artwork/recording
file name(s): _____

Location of photo/video/audio
recording/artwork: _____

Name of person accepting Work submission _____

Exhibit G, DEP Agreement #: 23PLN74

11/19/2021

Page 1 of 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 23PLN74

Project Title: Town of Pembroke Park Comprehensive Vulnerability Assessment

Grantee: Town of Pembroke Park

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION**

Exhibit I

Required for all planning grant agreements.

DEP Agreement Number: 23PLN74

Project Title: Town of Pembroke Park Comprehensive Vulnerability Assessment

Grantee: Town of Pembroke Park

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage at the link below:

<https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
a	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
b	☒	Geospatial data in an electronic file format.	
c	☐	GIS metadata.	
d	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e	☐	Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable.	

Exhibit I

1 of 3

Rev. 1/18/2023

Page 49 of 52

		☐ Not applicable ☐ Already in compliance	
f	☐	Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g	☐	To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. <i>(optional)</i>	
h	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. <i>(check one)</i> ☐ NOAA data ☐ FEMA data	
i	☐	Initial storm surge event equals or exceeds current 100-year flood event.	
j	☐	Higher frequency storm analyzed for exposure of a critical asset. <i>(optional, but must provide additional detail if included)</i>	
k	☐	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. <i>(required if item e is not applicable)</i>	
l	☐	Future boundary conditions have been modified to consider sea level rise and high tide conditions. <i>(optional)</i>	
m	☐	Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. <i>(required if item e is not applicable)</i>	
n	☐	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. <i>(optional)</i>	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
o	☐	All analyses performed in North American Vertical Datum of 1988.	
p	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
q	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
r	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
s	☐	Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level <i>(if so, provide Department approval)</i> .	

Exhibit I

2 of 3

Rev. 1/18/2023

Page 50 of 52

Identify all counties and municipalities that are included in this Vulnerability Assessment:

I certify that, to the Grantee's knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Print Name

Date

Exhibit I
3 of 3

Rev. 1/18/2023

Page 51 of 52

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM
(PUR 1808)**

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

Name of Common Carrier or contracted carrier is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

AGENDA ITEM REPORT



To:

Subject: Interlocal Agreement Renewal - Unsafe Structures

Meeting: AGENDA WORKSHOP COMMISSION MEETING - Oct 25 2023

Department: Building

Staff Contact: Aleem Ghany, Public Services Director

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[BCD ILAPembPark First Amendment2028](#)

Return recorded document to:
Hipolito Cruz, Jr., Director
Building Code Division
2307 West Broward Boulevard, Suite 300
Fort Lauderdale, Florida 33312

Document prepared by:
Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

FIRST AMENDMENT TO
INTERLOCAL AGREEMENT FOR
BROWARD COUNTY STAFF SERVICES
IN CONNECTION WITH HEARINGS BEFORE THE
UNSAFE STRUCTURES BOARD

This First Amendment to Interlocal Agreement is made and entered into between: Broward County, a political subdivision of the state of Florida, hereinafter referred to as "County,"

and

Town of Pembroke Park, a municipal corporation existing under the laws of the state of Florida, hereinafter referred to as "Town" (collectively referred to as the "Parties").

A. Town and County entered into that certain Interlocal Agreement, pursuant to Section 163.01, Florida Statutes, also known as the "Florida Intergovernmental Cooperation Act of 1969", whereby Town procured the services of County for the use of the Unsafe Structures Board to hear and dispose of cases brought by Building Officials in accordance with the Florida Building Code ("Agreement").

B. The Agreement commenced on October 1, 2018, and shall remain in full force and effect until midnight September 30, 2023. The Agreement provides for renewal in successive five (5) year periods upon request of Town and upon acceptance by County Administrator.

C. Town has requested renewal of the Agreement for one (1) five (5) year period, commencing on October 1, 2023, and terminating on September 30, 2028.

D. County, through the Building Code Division of the Resilient Environment Department, is agreeable to renewing the Agreement for one (1) five (5) year period.

Now, therefore, in consideration of the mutual covenants, promises, and representations herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Recitals contained above are true and correct, form a material part of this First Amendment upon which the Parties have relied, and are incorporated by reference.
2. Paragraph 3.1 is hereby amended to read as follows:

3.1 County shall provide Services at the rate of ~~Eighty-three and 17/100~~ **Ninety-two and 87/100** Dollars (~~\$83.17~~ **92.87**) per hour for the **Building** Code Enforcement Officer and Thirty-seven and 70/100 Dollars (\$37.70) per hour for clerical support. Included in said costs are charges for mailings, publication, photos, posting of property, and other ancillary costs. Overtime, when approved by the Town prior to the overtime Services being provided, shall be at one and one half the normal hourly rate. All hourly charges shall be billed in increments of thirty (30) minutes. The County shall not exceed a total cost, percase, of Five Hundred and 00/100 Dollars (\$500.00) without written authorization from the Town. All costs shall be properly documented and such documentation provided to the Town with the monthly invoices.
3. Paragraph 4.1 of the Agreement is hereby amended to read as follows:

4.1. This Agreement shall commence on October 1, 2018, and shall continue in full force and effect until midnight ~~September 30, 2023~~ **September 30, 2028**.
4. Except as amended herein, all of the terms, conditions, and provisions of the Agreement shall remain in full force and effect.
5. In the event of any conflict of ambiguity by and between the terms and provisions of this First Amendment and the Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict.
6. This First Amendment shall be recorded in the public records of Broward County at Town's expense.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Interlocal Agreement on the respective dates under each signature: Broward County, through its County Administrator, authorized to execute same by Section 9.7 of the Interlocal Agreement; and the Town of Pembroke Park, signing by and through its _____, duly authorized to execute same.

County

WITNESSES:

Broward County, through its
County Administrator

Signature

By: _____
Monica Cepero
County Administrator

Print Name

____ day of _____, 20__

Signature

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

Print Name

By _____
Maite Azcoitia
Deputy County Attorney

____ day of _____, 2023

MA/
BCD ILAPemParkFirst Amendment
05/16/23
60053-0000

FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR BROWARD COUNTY
STAFF SERVICES IN CONNECTION WITH HEARINGS BEFORE THE UNSAFE
STRUCTURES BOARD

Town

Town of Pembroke Park

Attest:

By _____
Mayor

_____ day of _____, 20__ (date)

Town Clerk

By _____
Town Manager

_____ day of _____, 20__ (date)

Approved as to form:

By _____
Town Attorney

AGENDA ITEM REPORT



To: IT Department
Subject: GIS maintenance agreement.
Meeting: AGENDA WORKSHOP COMMISSION MEETING - Oct 25 2023
Department: IT
Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This is a maintenance agreement for our GIS software.

FINANCIAL IMPACT:

Annual cost: \$9,968.00 This is a budgeted item.

RECOMMENDATION:

Approve item.

ATTACHMENTS:

[Addendum INTERDEV](#)
[Interdev Quote](#)

	Status:
Christian Noel, Accounts Payable	Approved - Oct 17 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Oct 18 2023
Aleem Ghany, Public Services Director	Approved - Oct 19 2023
Marlen Martell, Town Clerk	Approved - Oct 19 2023

Addendum to Terms and Conditions

The following shall be included as part of the GIS Maintenance Services Quote #006511 (the "Proposal") between the **Town of Pembroke Park**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 3150 S.W. 52nd Avenue, Pembroke Pines, FL 33023 ("Town") and **InterDev** ("INTERDEV"), with offices at 900 Holcomb woods Pkwy, Roswell, GA 30076. In the event of any conflict between the language in the Proposal and this Addendum, the terms of this Addendum shall take precedence.

1. **Payment Terms**

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

2. **Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

3. **Sovereign Immunity**

Nothing contained herein is intended nor shall be construed to waive Town's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

4. **Non-Discrimination & Equal Opportunity Employment**

During the performance of the Agreement, neither INTERDEV nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. INTERDEV will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. INTERDEV further agrees that INTERDEV will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

5. **Independent Contractor**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that INTERDEV is an independent contractor under this Agreement and not the Town's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. INTERDEV shall retain sole and absolute discretion in the judgment of the manner and means of carrying out STS's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of INTERDEV. INTERDEV agrees that it is a separate and independent enterprise from the Town, that it has full opportunity to find other business, that it has made its own investment in its business, and that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the

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INTERDEV Products and Services; however, the INTERDEV Products and Services are provided “AS IS” and as available. This Agreement shall not be construed as creating any joint employment relationship between INTERDEV and the Town and the Town will not be liable for any obligation incurred by INTERDEV, including but not limited to unpaid minimum wages and/or overtime premiums.

6. **Binding Authority**

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

7. **Assignments; Amendments**

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by INTERDEV without the prior written consent of Town. For purposes of this Agreement, any change of ownership of INTERDEV shall constitute an assignment which requires Town approval. However, this Agreement shall run to the benefit of Town and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8. **Public Records**

8.1 The Town of Pembroke Park is a public agency subject to Chapter 119, Florida Statutes. INTERDEV shall comply with Florida’s Public Records Law. Specifically, INTERDEV shall:

8.1.1 Keep and maintain public records required by the Town to perform the service;

8.1.2 Upon request from the Town’s custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

8.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, INTERDEV shall destroy all copies of such confidential and exempt records remaining in its possession after INTERDEV transfers the records in its possession to the Town, unless otherwise required by law; and

8.1.4 Upon completion of the Agreement, INTERDEV shall transfer to the Town, at no cost to the Town, all public records in INTERDEV’s possession. All records stored electronically by INTERDEV 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.

8.2 The failure of INTERDEV to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the Town may terminate the Agreement by providing INTERDEV with at least thirty (30) days prior, provided, however, that INTERDEV will be given the opportunity to cure the breach within said period of time.

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

**TOWN CLERK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600 #234
townclerk@tppl.gov**

9. **Notice**

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section or by email. For the present, INTERDEV and Town designate the following as the respective places for giving of notice:

TOWN: Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
Telephone No. (954) 966-4600

Copy To: Jacob G. Horowitz, Interim Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Email: jhorowitz@gorencherof.com

INTERDEV: InterDev
Attn: Jeff Nevins
900 Holcomb Woods Pkwy
Roswell, GA 30076
Telephone No. (770) 643-4400
Email: jnevins@interdev.com

10. **Attorneys' Fees**

In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs.

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

12. **Scrutinized Companies**

INTERDEV, 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:

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

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

12.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

12.2.2 Is engaged in business operations in Syria.

13. **E-Verify**

INTERDEV certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

13.1 Definitions for this Section:

13.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a INTERDEV or consultant.

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

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

13.2 Registration Requirement; Termination:

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Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

13.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

13.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SIGNATURE PAGE TO FOLLOW

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

TOWN:

TOWN OF PEMBROKE PARK

ATTEST:

MARLEN MARTEL,
TOWN CLERK

BY: _____
ALEEM GHANY
ACTING TOWN MANAGER

APPROVED AS TO FORM.

Name: _____
OFFICE OF THE INTERIM TOWN ATTORNEY

INTERDEV:

Signed By: _____
Print Name: _____
Title: _____

InterDev

900 Holcomb Woods Pkwy
Roswell, Georgia 30076
(770) 643-4400
www.interdev.com



We have prepared a quote for you

GIS Maintenance Services 2024

QUOTE # 006511 V1

PREPARED FOR

Town of Pembroke Park, FL

PREPARED BY

Jeff Nevins

Services

Description	Price	Qty	Ext. Price
GIS Maintenance Services	\$112.00	89	\$9,968.00
Statement of Work – GIS Maintenance Activities			
This statement of work outlines the scope of services for a GIS project for the Town of Pembroke Park, FL. The project will be a time and materials project with a not to exceed (NTE) clause. This project will be effective October 1, 2023 through September 30, 2024. The Town of Pembroke Park may request GIS work on an as-needed basis. Hours will be used as work is requested by the Town and scheduled in collaboration between the Town and InterDev. InterDev will invoice Johns Creek monthly for any hours used in the preceding month according to the rate established in the pricing section. Work will continue, as requested until such a time as the not-to-exceed threshold has been reached or until October 1, 2024, whichever comes first.			
Objectives			
The aim of this project is to ensure the Town's Geographic Information System (GIS) remains up-to-date with accurate and timely updates to the data. Additionally, this project aims to provide support to Town staff with respect to training on how to use the Town's GIS as well as provide data analysis and data visualization support to staff for ad-hoc requests.			
Activities			
<i>GIS Maintenance (up to 50 hours)</i>			
• Updates to existing interactive maps & web applications • Updates to existing GIS layers (such as address points, streets, parcels, imagery, etc.) • Updates and Changes to the GIS Website			
<i>Support for Ad Hoc Mapping & Data Requests (up to 34 hours)</i>			
Provide support to create maps and other data visualizations, as well as answer routine data requests by Town staff as needed.			
<i>Training (up to 5 hours)</i>			
Provide training to staff on how to use the Town's GIS as needed. This may include training on new features or remedial training and/or initial			

Services

Description	Price	Qty	Ext. Price												
training for new staff memebers for existing GIS capabilities.															
Deliverables • Execution of activities described above (as requested) • Periodic status updates and other communication • Software training, demonstration, and documentation															
Pricing <table><tr><th>Description</th><th>Hourly Rate</th><th>Maximum Hours</th><th>Not To Exceed (NTE) Amount</th></tr><tr><td>General GIS Services & Maintenance</td><td>\$112</td><td>89</td><td>\$9,968.00</td></tr><tr><td></td><td></td><td></td><td></td></tr></table>				Description	Hourly Rate	Maximum Hours	Not To Exceed (NTE) Amount	General GIS Services & Maintenance	\$112	89	\$9,968.00				
Description	Hourly Rate	Maximum Hours	Not To Exceed (NTE) Amount												
General GIS Services & Maintenance	\$112	89	\$9,968.00												
Terms Proposed pricing and statement of work is "Time & Materials, Not to Exceed." InterDev will bill the Town monthly for all services performed in the preceding month. The Town will only be billed for actual hours of work completed. The total cost of this phase of the project shall not exceed \$9,968 and the number of hours for this phase shall not exceed 89 hours.															
Subtotal:			\$9,968.00												

GIS Maintenance Services 2024

Prepared by:

InterDev
Jeff Nevins
(770) 643-4400
jnevins@interdev.com

Prepared for:

Town of Pembroke Park, FL
3150 SW 52nd Ave.
Pembroke Park, FL 33023
Aleem A. Ghaney, P.E
(954) 966-4600
aghany@tppl.gov

Quote Information:

Quote #: 006511
Version: 1
Delivery Date: 09/18/2023
Expiration Date: 09/29/2023

Quote Summary

Description	Amount
Services	\$9,968.00
Total:	\$9,968.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

InterDev

Town of Pembroke Park, FL

Signature: _____

Signature: _____

Name: Jeff Nevins

Name: Aleem A. Ghaney, P.E

Title: Sales Executive

Date: _____

Date: 09/18/2023



TOWN OF PEMBROKE PARK

3150 SW 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023 • BROWARD (954) 966-4600 • FAX (954) 966-5186

TOWN OF PEMBROKE PARK REQUEST FOR QUALIFICATIONS (RFQ) TOWN ATTORNEY SERVICES BID PACKAGE RFQ NO. 23-05

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN:

TUESDAY, JANUARY 30, 2024, AT 3:00 PM

TOWN OF PEMBROKE PARK
ATTENTION: TOWN CLERK
3150 SW 52ND AVENUE
PEMBROKE PARK, FL 33023

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFQ ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR

TABLE OF CONTENTS

1. BACKGROUND OF THE AGREEMENT.....	1
2. SCOPE OF WORK.....	1
3. SCHEDULE.....	4
4. PROPOSAL FORMAT GUIDELINES.....	4
5. PROCESS FOR SUBMITTING PROPOSALS.....	5
6. EVALUATION CRITERIA.....	6
7. EVALUATION OF PROPOSALS AND SELECTION PROCESS.....	8
8. CONDITIONS TO AGREEMENT.....	8
9. RIGHT OF REJECTION.....	9
10. INDEMNIFICATION.....	9
11. NON-DISCRIMINATION.....	9
12. GENERAL TERMS AND CONDITIONS.....	10
APPENDIX A.....	14
APPENDIX B.....	15

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**TOWN OF PEMBROKE PARK
TOWN ATTORNEY SERVICES
REQUEST FOR QUALIFICATIONS (RFQ) # 23-05**

Commented [JGH1]: Add RFQ Number.

The Town of Pembroke Park ("Town") is currently requesting sealed proposals and qualifications for Town Attorney services.

1. BACKGROUND OF THE AGREEMENT

The Town of Pembroke Park is a Florida municipal corporation and is located in the southeastern part of the state in Broward County. The Town has a current estimated permanent population of 6,100 residents with a large influx of seasonal residents each winter. The Town has a total area of 1.7 square miles.

The Town is governed by a Mayor and four (4) Town Commissioners, operating under a Commissioner form of government and has approximately 52 employees. Commissioners are elected at large and serve for four (4) year terms. The Town Commission is responsible for passing Town Ordinances and Resolutions, adopting the annual budget, appointing committees, and setting policies. The Town Manager is responsible for the overall management and administration of each Department within the Town and implements Town policy at the direction of the Town Commission.

The Town provides a range of traditional municipal functions. These include police protection, fire rescue services, stormwater and sewer service, planning and zoning services, maintenance of roadways, and recreational opportunities.

2. SCOPE OF WORK

The Town is soliciting proposals from experienced and well qualified firms or individuals for the provision of Town Attorney services. The selected firm or individual will be expected to perform the services in accordance with the Scope of Work herein and the requirements of the solicitation.

The proposer will be required to provide Town Attorney services and represent the Town in all matters requiring legal counsel. All duties must be performed in accordance with the Town's Charter, the Town's Code of Ordinances and all other pertinent statutes and regulations.

The selected proposer will provide legal services as Town Attorney including, but not limited to, the areas of: legislative governmental issues, land use and zoning, personnel, code enforcement and contract law as well as monitoring the activities of any outside legal counsel representing the Town in litigation.

i. **General Services Requested.** The Town Attorney is expected to perform all general legal representation for the Town as required. Such general legal representation includes, but is not limited to:

A. Legislative work associated with the Town Commission meetings, including preparation or review of ordinances and resolutions, and written policies and procedures, together with research work as necessary associated with the preparation of those documents. This activity shall include providing assessments of legal likelihood in support of Town risk analyses.

- B. Preparation of oral or written opinions on legal matters as required by the Town Commission or Town Manager.
- C. Negotiation and preparation of agreements, leases contracts, or similar documents.
- D. Review and comment on contract forms between the Town and independent contractors.
- E. Performance of investigations that may require interviewing witnesses, taking testimony, review of reports, and legal research, when requested by the Town Commission or by the Town Manager.
- F. Provide legal counseling, guidance and opinions to the Town Manager and the Department Heads regarding the operations of the Town; provided, however that except in the event of an emergency problem, all requests by Department Heads for such legal counseling, guidance and opinions shall be channeled through the Town Manager.
- G. Participation in meetings and telephone conference with the Town Manager and Town staff as designated by the Town Manager, as required.
- H. Prepare and review charter revisions, ordinances, resolutions, documents and documents that are pertaining to Town matters upon request by the Town Commission or Town Manager.
- I. Provision of staff assistance, legal research and counseling related to the acquisition or sale of real property, preparation of leases, deeds and easements; utility franchise agreements; referendum questions, contracts, surety/performance/payment bonds, insurance policies, bills of sale, liens, waivers, subordinations, and other legal instruments; liability situations; grant guidelines; pension laws, arbitration, collective bargaining; and other matters as necessary requiring legal advice.
- J. Interpretation of the Town's Ordinances and prosecution of local ordinance or zoning violations in any Court, if the State Attorney is not handling the prosecution.
- K. Maintenance of legal files and provision to the Town Manager of copies of all correspondence, and of all pleadings and orders in all litigation the firm is handling for the Town.
- L. Keeping the Town Commission and Town Manager informed of legislation or judicial opinions that have potential to impact the Town.
- M. As requested by the Town, overseeing, in a cost-effective manner, litigation in which the Town represented by the Town's insurance carriers.
- N. Performance of other professional duties as may be required including but not limited to conducting legal research as required for the performance of duties representing the Town.
- O. Performance of professional duties and functions as may be required by Charter, ordinance or resolution of the Town Commission.

- P. With the exception of requests for legal services issued by the Town Commission acting as a body, the Town Manager shall act as a "gatekeeper" for the Town in requesting the services or assistance of the attorney or firm, coordination the flow of work to the attorney or firm, and establishing the relative priorities to be placed by the attorney or firm on each task for which the assistance of the attorney or firm is required. No member of the Town's staff may require the efforts of the attorney or firm on the behalf of the Town unless expressly authorized by the Town Manager. Notwithstanding the foregoing, any member of the Town Commission may request legal services and opinions of the attorney or firm regarding Town matters upon approval of the Commission.
- ii. **Specific Services Requested.** In addition to the General Services, the Town Attorney is expected to perform certain specific legal services for the Town, as required. Such specific legal services include:
- A. Attend all workshop Commission meetings on the fourth Wednesday of each month at 6:00 p.m., all regular Commission meetings on the second Wednesday of each month at 7:00 p.m., and all special Commission meetings when requested by the Town Commission or Town Manager.
 - B. Attend all Town advisory board meetings in order to counsel the members thereof on any legal matter which confronts the board or committee as requested by the Town Manager.
 - C. The Town Attorney shall retain an association with, or actually as an employee at their offices, a minimum of one attorney whom shall have competent experience in governmental affairs, in particular municipal government law and/or shall acquire such knowledge such that each attorney shall be able to attend such functions and attend to such matters as enumerated above in this contract when the Town Attorney is unavailable or unable to attend same.
 - D. The Town Attorney shall continue to be the Town's primary representative in all litigation in any court and all other hearings, meetings, or other such functions as enumerated in this document.
 - E. The Attorney shall also represent the Town in proceedings in any court of competent jurisdiction and in hearings before administrative tribunals where the Town is a party or intervener in respect to the issues that are pending before such court or administrative tribunal when directed to do so by the Town Commission. The Town Attorney may also represent the municipality in other matters, not specifically enumerated herein, at the request of the Town Commission or Town Manager.
 - F. Maintain Auditable Records. The selected Attorney or firm shall maintain auditable records to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with Generally Accepted Accounting Principles, and the Town reserves the right to determine record-keeping methods in the event of non-conformity.

NOTE: Services contained within this Scope of Work will be provided pursuant to a future written contract being issued to the successful proposer and executed by the parties.

3. SCHEDULE

The proposed time schedule as related to this procurement is as follows:

Release of RFQ:	December 1, 2023
Deadline for questions:	December 28, 2023
Proposal due date:	January 30, 2024
Interviews (if held):	To be determined.
Award of contract:	To be determined.

**All dates are subject to change at the discretion of the Town.*

4. PROPOSAL FORMAT GUIDELINES

Proposers are to provide the Town with a thorough proposal using the following guidelines:

Proposal should contain no more than thirty (30) typed pages, including a cover letter and resumes of key people. Emphasis should be concentrated on conforming to the Request for Qualifications ("RFQ") instructions, responding to the RFQ requirements and on providing a complete and clear description of what is being offered.

The following should be addressed in the proposer's response:

i. Cover letter

Proposal shall be accompanied by a cover letter, which should summarize the key elements of the proposal, including but not limited to: (1) name of firm, (2) ownership type, (3) year firm was established, (4) office locations, (5) number of firm employees, (6) description of firm's core business, and (7) name of principal of the firm. An individual authorized to bind the proposer must sign the letter. The letter must stipulate that the proposal shall be valid for a period of at least ninety (90) days. Indicate the address and telephone number of the proposer's office located nearest to the Town and the office from which the project will be managed.

ii. Background and Project Summary

Describe your understanding of the Town, the work to be done and the objectives to be accomplished. Refer to the Scope of Work of this RFQ.

iii. Approach

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFQ. Included should be a detailed description of specific tasks you will require from Town staff and explain what the respective roles of Town staff and your staff would be to complete the tasks specified in the Scope of Work. Proposers are encouraged to provide

additional innovative and creative approaches for providing the service that maximize efficiency and cost-effectiveness.

iv. **Staffing**

Provide a list of personnel who will be working on this project, indicate the functions that each will perform, and include a resume for each designated individual. The proposal must contain information demonstrating the organizational structure of the proposer and identify who will serve as the primary contact(s) for the Town. Proposer should demonstrate that the firm has the adequate staff to perform the work in the time allotted, including the availability of key personnel relative to other work currently under contract. Upon award and during the contract period, if different personnel are assigned to the project, those names and qualifications must be submitted to the Town. The successful proposer shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the Town.

v. **Qualifications**

Discuss the experience of the proposer with providing the services described in the Scope of Work to municipal government(s), and any other relevant experience within the last three (3) years. Describe the qualifications of the proposer and key staff who have performed projects similar in scope and complexity as described in this RFQ to demonstrate competence to perform the services herein. Included should be names of key staff that participated on those projects and their specific responsibilities, and a summary of the proposer's demonstrated capability, including the length of time that the services in the Scope of Work have been provided.

All proposers should provide at least two (2) references, including name and contact information, preferably from another municipality or governmental entity, which have received similar services. The Town intends to contact the references listed.

vi. **Fee proposal**

The Town Commission has budgeted \$200,000 for legal services for FY23-24. All fee proposals should be within the Town's budget for legal services as established by the Town Commission. The fees for legal services shall be set annually through the Town Commission's adoption of its annual budget. Indicate the annual fee for services to provide all services in the Scope of Work. Please also indicate an hourly rate for work outside of the scope of work. The fee proposal shall include a monthly retainer fee option and an hourly rate option. See Appendix A. Fee proposals may be considered when evaluating proposals; however, the commission's award to a firm shall be based on the qualifications of the proposer.

5. **PROCESS FOR SUBMITTING PROPOSALS**

All proposals shall be submitted as follows:

i. **Content**

The proposal must be submitted using the format as indicated in the Proposal Format Guidelines.

ii. **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of promotional material beyond those sufficient to provide a complete and accurate presentation. The Town will not be liable for any costs incurred by a firm in the preparation or submission of a proposal.

iii. Number of Proposals

Submit one (1) original complete package, five (5) duplicate complete packages, and one (1) electronic copy of the proposal package (CD or USB drive).

iv. Submission of Proposals

Complete written proposals must be submitted in sealed envelopes clearly marked on the outside of the envelope “**RFQ, TOWN ATTORNEY SERVICES**”, no later than **January 30, 2024 at 3:00 PM** to the address listed below. Proposals received after this date and time will be rejected. Please allow for normal mail delivery time to ensure timely receipt of proposals, if using regular mail. Proposals may not be submitted by e-mail or fax.

Address: Town of Pembroke Park
Attn: Town Clerk
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

v. Inquiries

Questions about this RFQ must be made in writing, via e-mail to the Acting Town Manager, Aleem Ghany, at aghany@tppfl.gov.

The Town reserves the right to amend or supplement this RFQ prior to the proposal due date. The Town endeavors to answer all written questions in a timely manner, but also reserves the right to not answer all questions.

From the date that this RFQ is issued until a firm or entity is selected and the selection is announced, proposers are not allowed to communicate outside the process set forth in this RFQ with any Town employee other than the individual listed above regarding this RFQ. The Town reserves the right to reject any proposal for violation of this provision. Only written questions will be accepted, and no response other than written responses will be binding upon the own.

vi. Conditions for Proposal Acceptance

This RFQ does not commit the Town to award a contract or to pay any costs incurred for any services. The Town, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFQ, to negotiate with any qualified proposer, or to cancel this RFQ in part or in its entirety. The Town may waive any irregularity in any proposal. All proposal submissions and materials shall become the property of the Town and will not be returned. If any proprietary information is contained in the proposal, it should be clearly identified. The contents of the successful proposal may, at the Town's option, become part of the contract entered into by the successful proposer and the Town.

Respondents to this RFQ are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Florida Public Records Law contained in Chapter 119, Florida Statutes.

6. EVALUATION CRITERIA

Evaluation of all proposals received by the Town shall be based on the following criteria:

	Criteria	Points
1.	Qualifications and Experience of Firm	30
2.	Experience Working with City Government Past and Present	30
3.	References and/or Recommendations	10
4.	Methodology and Approach	10
5.	Disciplines, Qualifications and Experience of the Team	20
	Total:	100

Commented [JGH2]: The evaluation criteria have been reworked to eliminate the reference to a fee proposal. Please advise if there are other criteria the Town seeks to consider or if the Town would like to re-weight each criterion.

1. Qualifications and Experience of Firm (30 Points).

Provide information as to each of the individual attorney's experience and the firm's experience in representing local governmental entities. That is, identify all current and for the past five (5) years municipal, county or other governmental agencies for which your firm has provided legal counsel or advice and the relationship between the law firm and/or each individual attorney and the identified entity.

Identify the specific experience of the firm in all phases of Florida land use law. Identify the specific experience of the firm in specialized areas, including but not limited to municipal issues including parliamentary procedures, open meetings, Government in the sunshine, elected official, municipal finance, land use, zoning, growth management, environmental law, inter local agreements, building code, personnel an additional legal areas that will identify the focus of the firm.

2. Experience Working with Town Government (30 Points).

Provide information as to each of the individual attorney's experience and the firm's experience in representing local government entities. That is, identify all current and for the past five (5) years municipal, county, or other governmental agencies for which your firm has provided legal counsel or advice and the relationship between the law firm and/or each individual attorney and identified entity.

3. References (10 Points).

Respondents must provide a minimum of two (two) references. For each reference provide: (i.) name of entity; (ii.) contact person; (iii.) address and telephone number for reference; and (iv.) dates of representation.

4. Methodology and Approach (10 Points).

Respondents should include the following:

- Name of law firm/individuals and primary attorney to service as the Town Attorney at each Town Commission meeting and other board meetings.
- After hour availability.
- Information on how the firm/individual would structure the working relationship between the Town Attorney's office, Town Commission, and the Town Manager's office.
- Areas of expertise where the use of special outside counsel is anticipated.

- Statement on how the workload of the Town of Pembroke Park will be accommodated and what kind of priority it would be given.

5. Disciplines, Qualifications and Experience of the Team (20 Points).

Provide the resume of team members having the qualifications and experience in the different legal disciplinary skills.

7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

The Town Commission will screen and review all proposals according to the weighed criteria set forth above. Members of Town Commission, in their discretion, may individually interview proposers as part of the evaluation process.

Recommendation for award is contingent upon the successful negotiation of final contract terms.

8. CONDITIONS TO AGREEMENT

- a. The contract resulting from this solicitation may be awarded to the most qualified, responsive proposer which submits a proposal determined to provide the best value to the Town. The Town reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The Town shall be the sole judge of its best interest.
- b. The Town reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the Town's best interest to do so.
- c. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the Town. The Town may conduct any investigation it deems necessary to determine if the proposer is capable of performing the requirements of this solicitation.
- d. The proposer's performance as a prime contractor or subcontractor on previous Town contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- e. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- f. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in Town's Procurement Ordinance, Chapter 2, Article V, Pembroke Park Code of Ordinances. It is incumbent upon the proposer to be aware of the posting of any associated award recommendation. Any protest received after the protest deadline date may be rejected.
- g. The Town reserves the right to incorporate the successful firm's proposal into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award.
- h. The selected firm will be required to assume responsibility for all services offered in the proposal.

- i. A copy of the proposal ranking and award will be available for review at Town Hall, located at 3150 SW 52nd Avenue, Pembroke Park, Florida, 33023 upon completion of the selection process. Interested parties may obtain a copy of the final ranking from the Town.

9. RIGHT OF REJECTION

The Town reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the Town.

10. INDEMNIFICATION

To the fullest extent permitted by law, the proposer shall indemnify and hold harmless the Town and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to attorneys fees and other professionals and court and arbitration costs) arising out of or resulting from the performance of the proposer's work, provided that such claim, damage, loss or expense is caused in whole or in part by any intentional or negligent act or omission by the proposer, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the proposer to perform or furnish the services, or anyone for whose acts the proposer may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the Town or any of its consultants, agents or employees by any employee of proposer, by any person or organization directly or indirectly employed by proposer to perform or furnish any of the work, or by anyone for whose acts proposer may be liable, the indemnification obligation under this requirement shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for proposer under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

11. NON-DISCRIMINATION

Proposer agrees and warrants that in the performance of the contract pursuant to this solicitation, proposer will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, or physical disability or other basis in any manner prohibited by federal, state, or local laws.

12. GENERAL TERMS AND CONDITIONS

i. Definitions

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The proposer to whom award has been made.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Qualifications (RFQ): Shall mean this solicitation documentation, including any and all addenda. An RFQ involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Town: Shall refer to the Town of Pembroke Park

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The Town has established for purposes of this RFQ that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

ii. Equal Opportunity Agreement

In connection with work performed under a Town contract, a proposer agrees, upon receipt of a written award or acceptance of a contract, to support and abide by all State and Federal Equal Opportunity laws and regulations.

By submitting a proposal in response to this solicitation, a proposer agrees to:

- Not discriminate against any employee or job applicant because of their race, creed, color, sex, age, marital status or national origin;
- Post a copy of this pledge in a conspicuous place, available to all employees and job applicants; and
- Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the proposer is an "Equal Opportunity Employer".

iii. Public Entity Crimes

Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

iv. Issuance of Addenda

If this solicitation is amended, the Town will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

- Proposers shall acknowledge receipt of each addendum to this solicitation by signing and returning the addendum using one of the following methods:
 - By mailed letter;
 - or
 - By email to townclerk@tppfl.gov

The Town must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

v. **Payment**

Prompt Pay Policy: It is the policy of the Town to fully implement the provisions of the State of Florida Prompt Payment Act.

Withholding Payment: In the event a contract is canceled under any provision herein, the Town may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

vi. **Access To Meetings**

Persons with disabilities requiring reasonable accommodations to attend meetings, please call Marlen Martell at (954) 966-4600 at least forty-eight (48) hours in advance (excluding weekends and holidays). Public notice of all Evaluation Committee meetings will be posted in the Town's office as far in advance of the meeting as possible.

vii. **Confidentiality**

By submitting a proposal in response to this solicitation, a proposer acknowledges that the Town is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The proposer further acknowledges that any materials or documents provided to the Town may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a proposer provide the Town with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the proposer shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The proposer shall submit to the Town both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

Should any person request to examine or copy any material so designated, and provided the affected proposer has otherwise fully complied with this provision, the Town, in reliance on the representations of the proposer, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected

material, the Town shall notify the proposer of that request, and the proposer shall reply to such notification, in a writing that must be received by the Town no later than 4:00 p.m., ET, of the second Town business day following proposer's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the proposer refuses to permit disclosure of copying, the proposer agrees to, and shall, hold harmless and indemnify the Town for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the Town, or assessed or awarded against the Town, in regard to the Town's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the proposer is not initially named as a party, the proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a proposer in response to the RFQ and shall constitute the Town's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the Town.

viii. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

ix. E-verify.

a. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, the Successful Proposer ("Contractor"), shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

c. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland

Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

d. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

x. Vendor Responsibility.

§287.05701 Prohibition against considering social, political, or ideological interests in government contracting. —

(1) As used in this section, the term "awarding body" means:

(a) For state contracts, an agency, or the department.

(b) For local government contracts, the governing body of a county, a municipality, a special district, or any other political subdivision of the state.

(2)(a) An awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

(b) An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

(3) Beginning July 1, 2023, any solicitation for the procurement of commodities or contractual services by an awarding body must include a provision notifying vendors of the provisions of this section.

APPENDIX A
TOWN ATTORNEY SERVICES
REQUEST FOR PROPOSAL (RFQ) NO. 23-05
FEE PROPOSAL

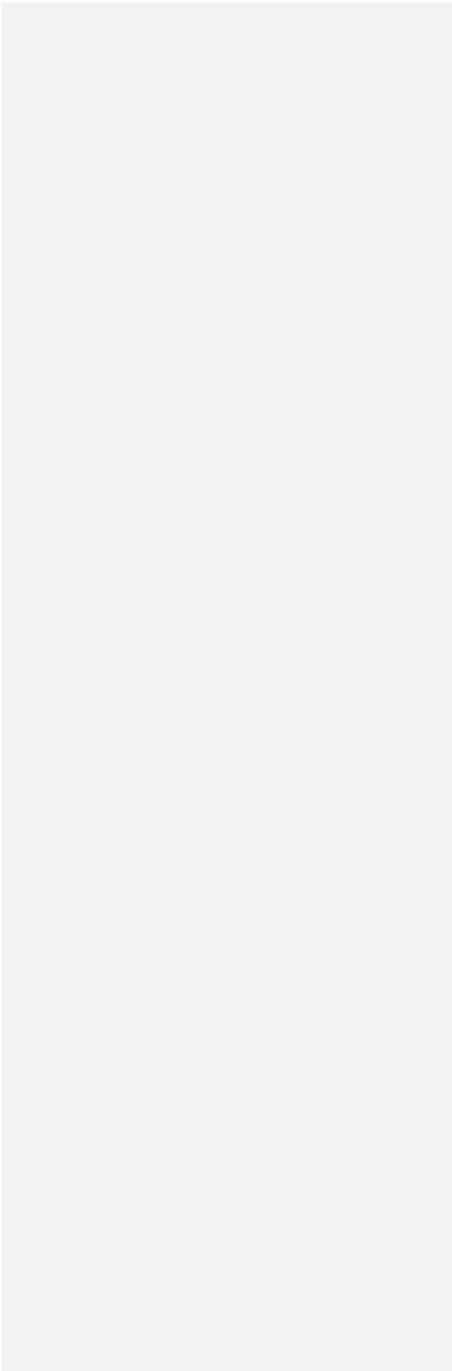
Individual and/or Company's Name:

The proposer shall submit a proposal for compensation, which should include, but is not limited to, a monthly retainer fee option, an hourly rate option, or a combination of these options. The Town Commission has budgeted \$200,000 for legal services for FY23-24. All fee proposals should be within the Town's budget for legal services as established by the Town Commission. The fees for legal services shall be set annually through the Town Commission's adoption of its annual budget.

Fee Proposal: _____

We, the undersigned, hereby propose and agree to furnish to the Town of Pembroke Park all work as defined in the RFQ. This proposal is subject to all terms of the specifications and bid conditions, and we hereby agree to furnish such items as may be awarded to us.

Authorized Signature	Date
_____	_____
Print Name	Telephone Number
_____	_____
Title	Email Address
_____	_____



APPENDIX B

TOWN ATTORNEY SERVICES REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-05 INSURANCE REQUIREMENTS

Commented [JGH3]: Input RFQ #

The proposer shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the proposer and all of its agents, employees, sub-contractors and other providers of services and shall name the Town, its employees and agents as an Additional Insured on a primary and non-contributory basis to the proposer's Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the proposer's Certificate of Insurance. Insurance shall be written with Carriers approved in the State of Florida and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town. Minimum limits and requirements are stated below:

- 1) Worker's Compensation Insurance:
 - Statutory Coverage
 - Employer's Liability
 - \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee
- 2) Commercial General Liability:
 - Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
 - Limits of Liability for Bodily Injury and Building Damage Each Occurrence \$1,000,000 Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- 3) Automobile Insurance:
 - Including all owned, hired, borrowed and non-owned vehicles
 - Limit of Liability for Bodily Injury and Building Damage: Per Accident \$1,000,000
- 4) Errors and Omissions Liability or Professional Services Liability Policy
 - Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$500,000 each occurrence or per claim.

The proposer agrees to maintain continuous professional liability coverage for the entire duration of this contract, and shall provide for an Extended Reporting Period in which to report claims for five (5) years following the conclusion of the contract.

The proposer shall provide a Certificate of Insurance as "evidence" of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, and statutory Worker's Compensation and Employer's Liability coverages.

The proposer shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Certificate shall specify that the Town shall receive 30 days' advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The proposer shall provide the Town copies of any such Policies upon request.

The above insurance requirements are the Town's general requirements. Insurance requirements with the awarded proposer are subject to final negotiations.

RESOLUTION NO. 2023-025

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS OF THE TOWN OF PEMBROKE PARK TO IMPLEMENT PURCHASING POLICY AND PROCEDURES MANUAL, ATTACHED HERETO AS EXHIBIT "A;" AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE PURCHASING POLICY AND PROCEDURES MANUAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida, upon review and consideration of the Broward County OIG closing memorandum regarding certain Town purchasing policies and procedures, undertook a comprehensive review of the Town's purchasing policies and procedures; and

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida, deems it to be in the best interests of the public to update and implement changes to the Town's purchasing policies and procedures consistent with the OIG's recommendations.

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

Section 1. The aforementioned "Whereas" clause is hereby ratified and confirmed as being true and correct and is incorporated herein.

Section 2. The Town Commission of the Town of Pembroke Park, Florida, hereby approves the updated Purchasing Policy and Procedures Manual, attached hereto as Exhibit "A," said Manual having been submitted for consideration to the Town Commission in written form.

Section 3. The Town Manager is authorized to conform and make additional changes to the Manual which are consistent with the Town's ordinances, resolutions and

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policies as needed and approved as to form and legality by the Town Attorney without further approval of the Town Commission.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

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

PASSED AND ADOPTED this ____ day of _____, 2023.

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Interim Town Attorney

AGENDA ITEM REPORT



To:

Subject: Purchasing Manual

Meeting: 10 25 2023 DRAFT WORKSHOP COMMISSION MEETING - Oct 25 2023

Department: Legal

Staff Contact: Jacobs Horowitz, Interim Town Attorney

BACKGROUND INFORMATION:

The OIG has requested a number of policies to strengthen the purchasing/P-Card process. Attached are the policies requested by the Commission to be approved.

FINANCIAL IMPACT:

None

ATTACHMENTS:

[Attorney Final OIG memo](#)

[REVISED TOWN REDLINE Draft Pembroke Park Purchasing Policies](#)

[Attorney Ord 2023-XXX \(Creating Chapter 2 Article XII - Travel Reimbursement Policy](#)

[Attorney Purchasing Card User Agreement](#)

[Attorney Sign In Sheet - Purchasing Policies Training](#)

[Attorney Certificate of Course Completion - Purchasing Policies Training](#)

	Status:
Aleem Ghany, Public Services Director	Approved - Oct 18 2023
Jacobs Horowitz, Interim Town Attorney	Approved - Oct 18 2023
Christian Noel, Accounts Payable	Approved - Oct 19 2023
Marlen Martell, Town Clerk	Approved - Oct 19 2023

**TOWN OF PEMBROKE PARK
MEMORANDUM NO. 2023-014**

TO: Mayor Ashira Mohammed
Members of the Town Commission

CC: Aleem A. Ghany, Acting Town Manager
Marlen D. Martell, Town Clerk

FROM: Jacob G. Horowitz, Interim Town Attorney *JGH*
Quentin E. Morgan, Assistant Interim Town Attorney *QEM*

DATE: October 18, 2023

RE: Town of Pembroke Park (the "Town") / OIG Report - Purchasing Manual and Internal Controls

In response to the September 28, 2023 OIG Closing Memorandum Re: The Town of Pembroke Park Lacks Adequate Authority to Control its Purchasing Card Expenditures, the Interim Town Attorney's Office has been asked to review the Town's purchasing policies and internal controls for P-Card usage and make recommendations addressing the OIG's stated concerns.

To that end, the OIG recommended the Town take the following actions:

- Within 60 days of the publication of this memorandum, **finalize a procurement manual** that includes substantive guidance as to the Town's Purchasing Card Program. This guidance should include at least a clear, objective definition of what constitutes "official Town business," or whatever term it chooses to communicate that expenditures must be primarily for a public purpose. It should also include maximum amounts that can be spent according to category, a prohibition on p-card purchases of food or beverage that do not serve a primary public purpose, and a prohibition on allowing anyone other than the cardholder to use the p-card. We recommend the Town review other municipalities', the County's, and the State's p-card policies for direction.
- Within 60 days, **issue a directive to staff and commission members to follow the parameters found within the state's law on per diem and travel expenses for public officers and employees**, Florida Statutes Section 112.061, and additional requirements of the Town's Travel Policy, regardless of whether expenditures are made by p-card, are reimbursed, or are advanced. Should the town commission wish to supplant any of the provisions within that law, it has the right to do so, but only by way of ordinance or a charter change.

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- **Use objective measures to determine which Town officials and staff require the issuance of a p-card** given their roles and responsibilities and re-evaluate current p-card assignments accordingly.
- **Require each p-card user to execute an agreement** to abide by the Town's Purchasing Card Program, any Town-codified travel rules, and the provisions of Florida Statutes Section 112.061 upon receipt of a Town p-card and whenever the p-card or travel rules change.
- Require immediate supervisors to give **advance written authorization** for staff p-card purchases in addition to director-level post-purchase approval, and require the town commission to give authorization for or approve town manager and commissioners' p-card purchases either in advance or before processing payment.
- Require the p-card user to **submit in writing the primary public purpose for the expenditure** on the document submitting the charge for approval and payment.
- **Train all Town officials and staff on the Town's existing and new policies and procedures**, including those delineated in the finalized procurement manual.
- **Encourage Town staff to reject questionable expenditures** and create a process by which they can do so without fear of repercussion.
- **Enforce accountability standards for all Town officials and staff**, including p-card revocations for those holders who repeatedly violate p-card policies.
- **Ensure that p-card holders are not paying sales tax on applicable purchases** and that there is recoupment when the Town improperly pays sales taxes.

In response to the OIG Closing Memorandum, the Interim Town Attorney's Office has been asked to review the Town's purchasing policies and internal controls for P-Card usage and make recommendations addressing the OIG's stated concerns. We offer the following recommendations:

- In the sixty (60) day timeframe provided by the OIG, we recommend that the Town Commission adopt an updated *Purchasing Manual* which is consistent with the current Town Code. **A draft of the updated *Purchasing Manual* is attached hereto for your review and consideration.**
- In the long term, we recommend that the procurement code be reviewed for consistency with current state law and Town practices.
- In the sixty (60) day timeframe provided by the OIG, we recommend that the Town Commission adopt and begin the process to codify an updated travel policy which is consistent with State law. **A draft *travel reimbursement policies and***

procedures ordinances is attached hereto for your review and consideration.
We recommend as part of the Ordinance approval process, that all prior travel policies be repealed.

- We recommend that the any prior credit card or p-card policies be repealed and replaced by the policy set forth in the draft Purchasing Manual. ***A draft of the Purchasing Card Employee Agreement is attached hereto for your review and consideration.***
- We recommend that a training schedule be implemented for staff and elected officials on the Purchasing Manual and Travel Policy on at least an annual basis and within forty-five (45) days of adoption of the new policies. ***A draft sign-in sheet and certificate of training completion is attached hereto which will serve to provide confirmation of those that have completed the training.***
- We recommend that the Town Commission empower the Town Manager with the authority to unquestionably enforce the Town's internal controls as suggested by the OIG.

Since the OIG will conduct a follow-up review in sixty (60) days to determine what efforts the Town has made to address its observations and concerns, it is imperative that the Town Commission publicly consider and potentially adopt some form of the ordinance, policies and procedures detailed in the attachments in a timely manner.

The Interim Town Attorney's Office remains available to answer any questions and to assist the Town Commission in reviewing these important matters.

JGH:QEM
Attachments

Town of Pembroke Park Purchasing Policy & Procedures Manual

Effective _____

Table of Contents

Foreword	4
Section I – General Provisions	5
A. Purpose	5
B. Legal Provisions	5
C. Ethics and Vendor Relations	6
Section II – General Guidelines	8
A. Purchasing Authority	8

{00581981.2 3399-0000000 }

1

B. Purchasing Categories 8

C. Purchasing Cycle 9

C. Unauthorized Purchases 10

Section III – Selection of Vendor 12

A. General Guidelines 12

B. Informal Vendor Selection Methods 12

C. Formal Competitive Vendor Selection Methods 13

D. Exceptions 17

Section IV – Formal Competitive Solicitation Process 19

A. Specifications 19

B. Solicitation Documents 20

C. Public Notice 21

D. Response Submissions 21

E. Surety 21

F. Addenda 22

G. Cancellation or Postponement of Response Opening 22

H. Formal Opening of Responses 22

I. Modification or Withdrawal of Responses 23

Section V – Formal Solicitation Evaluation Process and Award of Contract 24

A. Rejection of Responses 24

B. Evaluation and Award of Contract – Invitation to Bid 24

C. Evaluation and Award of Contract – All Others 25

D. Notice of Award 27

E. Bond Release 27

F. Notification to Respondents 27

Section VI – Purchase Order Process for Purchases \$20,000 or Less 28

{00581981.2 3399-0000000 }

2

A. Purchase Orders 28

Section VII – Purchasing Card (P-Card) Policies & Procedures 32

A. Introduction 32

B. Policies & Procedures 36

C. Procedures for Making and Paying for Purchase 39

D. Disputes 40

Section VIII – Glossary 41

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3

FOREWARD

The Town of Pembroke Park is dedicated to fairly, equally, and impartially administer its procurement program. To that end, the Town of Pembroke Park Purchasing Policy and Procedures Manual has been developed to serve as a guide that describes and explains the responsibilities of the Town's procurement processes.

This Purchasing Policy and Procedures Manual contains guidelines and procedures to be followed in the daily administration and management of the procurement function. This manual has been developed to serve as an outline to assist in making informed decisions regarding Town purchases. Due to the variety of needs and requirements governing each type of purchase, not all possibilities can be addressed in detail in this manual.

Interpretation of the procedures outlined in this manual is the responsibility of the Chief Procurement Officer, subject to the guidance and supervision of the Town Manager.

This manual is effective immediately upon issuance and supersedes all previously issued purchasing policies, manuals, instructions, or directives. The Purchasing Manual is subject to periodic revision as an administrative policy subject to the final approval of the Town Manager or designee. The Procurement services employees encourage any suggestions to improve the effectiveness of the purchasing process.

If at any time you have a specific question regarding purchasing functions, you should contact the Finance Department at 954-966-4600 ext. 232. ok

Section I – General Provisions

A. PURPOSE

The purpose of the Purchasing Policy & Procedure Manual is to provide guidance and support for the formal rules adopted by the Town Commission governing the purchasing process contained in the Town's purchasing ordinance, Chapter 2, Article V, of the Town's Code of Ordinances.

This manual is intended assist in the procurement of goods and services at the best possible price, with fairness and integrity in the operations of the Town of Pembroke Park. The Town maintains a unified purchasing system with centralized responsibility under the charge of the Chief procurement officer who serves as the Town's procurement and contracts manager. The Town's purchasing process ensures fair and equitable treatment of all vendors who deal with the Town. In addition, this manual provides assurances for maintaining a purchasing system of quality and integrity and increases public confidence in the procedures followed by Town purchasing.

This policy shall apply to all purchasing activity, except as otherwise provided for in the Town Code.

B. LEGAL PROVISIONS

The principles of law and equity, including the Uniform Commercial Code of this State, the law relative to ethics, and the law relative to capacity to contract, agency, fraud, misrepresentation, duress, coercion, and mistake of bankruptcy shall supplement the provisions of this policy.

The Town's purchasing policy is governed by the Town of Pembroke Park Code of Ordinances from Section 2-120 to 2-137. Copy of the ordinance code can be found at: https://library.municode.com/fl/pembroke_park/codes/code_of_ordinances?nodeId=PTIICOR_C H2AD_ARTVPR

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In any situation where compliance with this policy will place the Town in conflict with State or Federal Law or terms of any grant, or cooperative agreement, the Town shall comply with such Federal or State law, grant requirements, or authorized regulations that are mandated and which are either not reflected in this policy or are contrary to provisions of this policy.

C. ETHICS AND VENDOR RELATIONS

The Town of Pembroke Park hold their employees to a purchasing standard that was put in place to ensure that the procurement process is as fair as possible. The Town shall comply with all applicable federal, state and local laws. In the event of a conflict between the provisions of this article and the County Ethics Ordinance, the County Ethics Ordinance shall control.

1. Town staff must avoid actual or perceived (regardless of its validity) misconduct or compromising behavior during the procurement process. Strict adherence to proper procurement practices must be followed at all times to protect the reputation of the Town.
2. Town staff shall not solicit, accept, or demand from any vendor any form of personal compensation. This includes money, goods and/or services, offers of employment, reciprocal agreements, or discounts for personal gain.
3. Staff shall use caution when dealing with vendors to ensure that proper policies, procedures, and ethics are adhered to.
4. All vendors must be afforded equal opportunities to compete.
5. The Town will strive to maintain strong and enduring relationships with vendors of proven ability and a desire to meet the Town's needs. To accomplish this, procurement activities will be conducted so that all vendors will value the Town's business and make every effort to furnish its requirements on the basis

of the most economical quantity, suitable quality, timely delivery, adequate service, and lowest possible price.

6. If a vendor assists in writing specifications, or is paid as a consultant to do so, they shall not be allowed to submit a bid in response to the respective solicitation. Any firm participating in writing or otherwise having an influence on the specifications or the solicitation document(s) will not be considered for award. If a department receives assistance or advice from vendors in preparing their specifications, they must submit the vendor's name(s) to the Chief Procurement Officer. This will assist in ensuring that the procurement process does not experience any problems or protests and address any potential proprietary specifications that the vendor may have suggested.
7. In accordance with Chapter §112.313 Florida Statutes, Town employees shall not contract with the Town through any corporation or business entity in which they or their immediate family members hold a material interest (e.g. ownership of (5%) five percent or more). Immediate family members (spouse, parents, and children) are generally prohibited from contracting with the Town.
8. Bid shopping shall NOT be permitted; i.e., no one shall obtain pricing from a vendor and request other vendors to meet or beat the disclosed price. However; this restriction shall not apply to reverse auctioneering. New sources of supply will be given due consideration.

Section II – General Guidelines

A. PURCHASING AUTHORITY

Purchasing authority is governed by a set thresholds as stipulated in the Town code or ordinance. The Town Manager may approve and execute contracts for purchases less than and equal to ten thousand dollars (\$10,000.00), if item is contracted or purchased is an item set forth as a line item in the current budget and is appropriated. Purchases greater than ten thousand dollars (\$10,000.00) must be approved by the Town Commission and contracts executed by the Town Mayor. See ordinance 2021-006 (attached)

B. PURCHASING CATEGORIES

1. The purchase of services or commodities in the amount of five thousand dollars (\$5,000.00) or greater shall be permitted only after written proposals from at least two (2) different sources are received by the Town for consideration, and the Town approves the most responsible and responsive proposal.
2. The purchase of services or commodities in the amount of ten thousand dollars (\$10,000.00) or greater shall be permitted only after written proposals from at least three (3) different sources are received by the Town Commission for consideration, and the Town Commission approves the most responsible and responsive proposal.
3. The purchase of services or commodities in the amount of twenty-five thousand dollars (\$25,000.00) or greater shall be permitted only after a competitive solicitation process (as defined in the Town Code) and the Town Commission approves the most responsible and responsive proposal, excluding the following exceptions and other exceptions outlined in more detail in Section 2-125 of the Town Code:
 - a. Small purchases
 - b. Sole source purchases

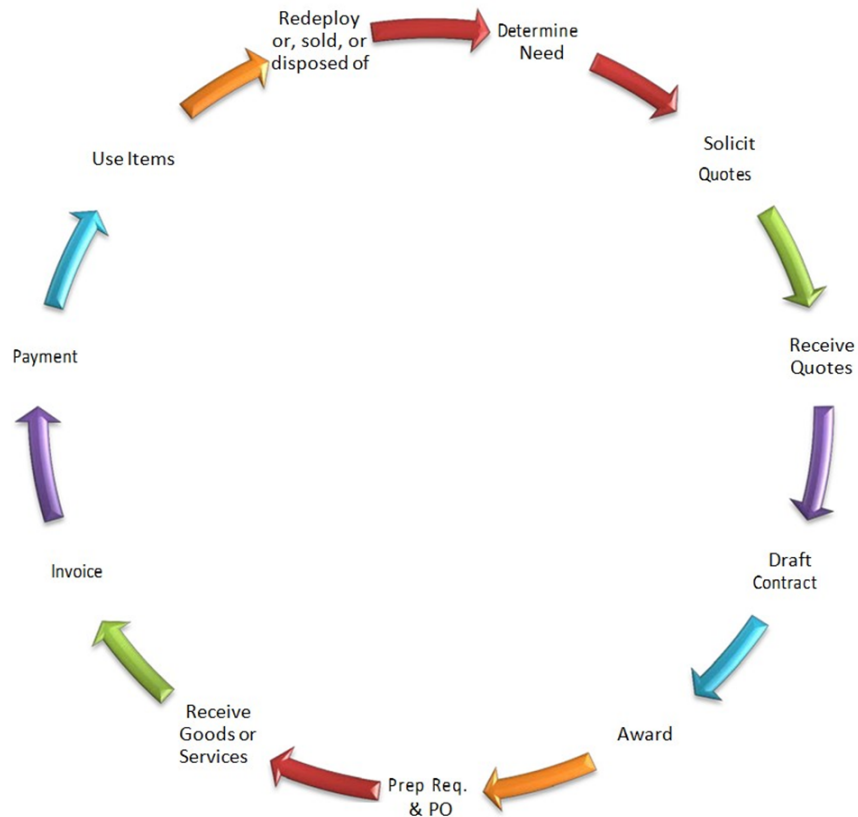
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- c. Proprietary purchases
- d. Emergency purchases
- e. Piggy-Back Agreements
- f. Cooperative Purchasing
- g. Real property (land or buildings) purchase, lease or rental
- h. Insurance and insurance-related products
- i. Works of art for public places
- j. Goods and/or services accepted by the Town via grant, gift, or bequest

C. PURCHASING CYCLE

The purchasing cycle begins with the determination of need and ends with the proper disposal of items that are no longer of use to the Town. The following activities make up the purchasing cycle:

1. Determination of need
2. Issue solicitations/request quotes
3. Receipt, documentation, and evaluation of solicitations/quotations
4. Draft and negotiation of contract (if applicable)
5. Award by Town Manager or Commission Approval (if applicable)
6. Execution of Contract (if applicable)
7. Preparation of purchase order and issuance of purchase order
8. Receipt, inspection, and approval of goods and/or services are satisfactory
9. Invoice submitted by vendor
10. Approval and payment of invoice
11. Items are utilized to their fullest potential by the requesting department
12. Items may be redeployed to other departments within the Town, sold or otherwise disposed of



D. UNAUTHORIZED PURCHASES

No officer of the Town shall, except in cases of emergency as specified herein, issue any oral or written purchase order, contract, or conduct open market purchases in any manner unless specifically authorized by the Town Code. The Town shall not be bound by purchases made without proper authorization or in any unauthorized manner. Except as provided in the Town Code, it shall be unlawful for any Town Officer or employee under the supervision of the Town Manager to order the purchase of any materials or supplies or make any contract for municipal materials or supplies or services within the purview of the Town Code other than through the central purchasing organization, and the Town shall not be bound by any purchase

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order or contract made contrary to the provisions of the Town Code. Employees involved in unauthorized purchases will be referred to the Human Resources Department and or will be subject to disciplinary action.

NOTE: No item or service is to be ordered, received, or paid for without use of a Purchase Order (Regular, Open, or Emergency), or Procurement Card, with the exception of an authorized Check Request payment or permission of the Chief Procurement Officer or designee.

No employee may purchase Town property for his/her own personal use. (Public Purpose)

No employee may use the purchase power of the Town of Pembroke Park to make private purchases; in addition, employees should not have private purchases sent to the Town C.O.D. to be paid for by the employee.

Section III – Selection of Vendor

A. GENERAL GUIDELINES

There are five methods for selecting a vendor used by the Town: Quotes, Invitations to Bid (ITB), Requests for Proposals (RFP), Requests for Qualifications (RFQ), Invitation to negotiate ("ITN"), and Request for information ("RFI"). Quotes, written and/or verbal, are normally used when the expected cost of goods or services is \$25,000 or less. This is the informal method of selecting a vendor. The remaining five methods, ITB, RFP, RFQ, ITN and RFI, are formal competitive methods for selecting a vendor. Formal competitive selection methods must be used when costs are expected to be above \$25,000 and may be used for smaller purchases when the Town will derive sufficient additional benefit to justify their use.

Exceptions to the required vendor selection methods are permitted in specific instances (See Part D. below in this section) or when pre-approved by the Town Manager, Chief Procurement Officer or designee in other limited instances.

Under no circumstances should known or anticipated annual requirements for goods and services from a vendor be broken into smaller quantities to circumvent the requirement to use a formal vendor selection process. The Town's purchasing policies are based on the total dollar amount of purchases made with a vendor in a given fiscal year. An annual purchase order must reflect the anticipated total amount of business to be done with a vendor for the year.

B. INFORMAL VENDOR SELECTION METHODS

The informal vendor selection methods may be utilized where the cost of goods or services does not exceed \$10,000. The following procedure must be followed:

TABLE 1 – COST LEVELS / REQUIRED DOCUMENTATION

AMOUNT	REQUIRED DOCUMENTATION
\$0 to \$10,000	Two written documented quotes/proposals
\$10,000.01 to \$24,999.99	Three written documented quotes/proposals
\$25,000.00 and greater	Requires competitive solicitation

Quotes must be consistent in content for comparison purposes. Quotes must include the vendor name, contact person, date, a clear description of the goods or services being offered by the vendor, a statement of price, and the terms of the sale. All quotations and Quotation Summary Form shall be attached to the using department's purchase order.

Note: Effective with the publishing of this manual, all purchases that require quotes, whether verbal or written, must be done with a purchase order/purchase order.

C. FORMAL COMPETITIVE VENDOR SELECTION METHODS

Formal competitive vendor selection methods utilize competitive bidding to allow a maximum degree of competition among a number of suppliers offering similar products or services. All purchases of goods and services, where the total annual cost of the purchases or contract will exceed \$25,000, must be approved by the Town Commission.

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A determination is made by a designated Town Employee after consultation with the user department, as to which formal competitive vendor selection method will be used.

ITB, RFP, RFQ, ITN and RFI are effective formal procedures for soliciting competition from vendors in the purchasing sector. The ITB is awarded to the "lowest responsive, responsible bidder" as determined by the Chief Procurement Officer or designee in consultation with the requesting department. The RFP uses several different evaluation criteria, including price, to determine award. The RFQ ranks respondents based on their qualifications and experience. The ITN is utilized is to obtain proposals from interested and qualified firms so that the Town may enter into negotiations with the firm or firms determined most capable of providing the required supplies and service. Evaluation is based on the experience of the responders and follow-on discussions with them. The RFI is utilized when it is considered impractical to prepare a purchase description to support an award based on price or detailed scope of work.

1. Invitation to Bid (ITB)

Invitation for bid means a written solicitation for competitive sealed bids with the title, date and hour of the public bid opening designated therein and specifically defining the commodities or services for which bids are sought. The invitation for bid shall be used when the Town is capable of specifically defining the scope of work for which a service is required or when the Town is capable of establishing precise specifications defining the actual commodities required. The invitation for bid shall include instruction to bidders, plans, drawings and specifications, if any, bid form, any additional documents or information required by the state, federal government or county and other required forms and documents to be submitted with the bid.

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In determining the "lowest responsive, responsible bidder", the Chief Procurement Officer shall consider:

- A. The prices contained in the bid.
- B. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- C. Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference.
- D. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- E. The quality of performance of previous contracts of services, including, but not limited to, Town contracts.
- F. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- G. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- H. The quality, availability and adaptability of the commodities, or services to the particular use required.
- I. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- J. The number and scope of conditions attached to the bid.
- K. The overall cost to the Town.
- L. The best interests of the Town.
- M. Any other requirements imposed by state, federal or county rules or regulations.

2. Request for Proposal (RFP)

Request for proposals means a written solicitation for competitive sealed proposals with the title, date and hour of the public opening designated. A request for

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proposals shall include but is not limited to general information, functional or general specifications, a statement of work, proposal instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any other evaluation criteria. The Town may engage in competitive negotiations with responsible proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

Responses are evaluated by an evaluation committee and facilitated by the Chief Procurement Officer. Depending on the number of responses received, a shortlist of firms are identified for further consideration. If needed, the evaluation committee may decide to conduct interviews with or ask for presentations from the short listed vendors. Based on the interview, experience and responses, the short listed firms are ranked.

The award shall be made to the responsible proposer or offeror whose proposal or offer is determined to be the most advantageous to the Town taking into consideration price and the evaluation factors set forth in the solicitation. No other criteria shall be used in the evaluation. A summary of the basis on which the award is made shall be included in the contract file.

3. Request for Qualifications (RFQ)

Request for qualifications means a written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation

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criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The Town may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

Responses are evaluated by an evaluation committee and facilitated by the Chief Procurement Officer. Depending on the number of qualification responses received, a shortlist of firms are identified for further consideration. If needed, the evaluation committee may decide to conduct interviews with or ask for presentations from the short listed vendors. Based on the interview, experience and qualifications, the short listed firms are ranked.

The award shall be made to the responsible proposer or offeror whose proposal or offer is determined to be the most advantageous to the Town taking into consideration price and the evaluation factors set forth in the solicitation. No other criteria shall be used in the evaluation. A summary of the basis on which the award is made shall be included in the contract file.

4. Invitation to negotiate ("ITN")

Invitation to negotiate is utilized when the Chief Procurement Officer determines that a procurement request is not suitable for an invitation for bid or request for proposals, and that concurrent negotiation with one (1) or more vendors may be necessary for the town to receive the best value, the procurement manager may procure commodities and contractual services by competitive sealed replies solicited through an invitation to negotiate. This source selection method does not

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apply to procurements subject to the Consultants' Competitive Negotiation Act, F.S. 287.055, unless expressly permitted by statute.

5. Request for information ("RFI")

Request for letters of interest means a written solicitation for offers with the title, date and hour of the submission deadline designated. A request for letters of interest shall include but is not limited to, general information and a submission deadline. The Town shall engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Officers shall be accorded fair and equal treatment with respect to any opportunity for discussion.

Responses are evaluated by an evaluation committee and facilitated by the Chief Procurement Officer as described in the RFP section. Based on the experience and qualifications, the responses are ranked. This ranking is presented to the Commission requesting authorization to enter into contract negotiations with the top ranked vendor. The resulting contract is then brought back to Commission for final approval.

The Town may engage in negotiations with responders for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Responders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

D. EXCEPTIONS

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The following are exceptions from the requirements of the competitive vendor selection process. Please refer to the **Town Code of Ordinances, Chapter 2, Administration, Article V, Purchasing, Section 2-125** for further details. Exceptions must be pre-approved by the Chief Procurement Officer or designee. Purchases not subject to the competitive procurement requirement must still have the same levels of approval as purchases subject to the regular competitive vendor selection process.

- A. ***Emergency purchases.*** In urgent cases of compelling emergency that require the immediate purchase of commodities or services, the Town Manager, with the concurrence of either the Mayor or if the Mayor is absent from the Town or otherwise unable to act, the concurrence of **the Vice Mayor**, is empowered to waive competitive bidding or competitive proposals and authorize the **Finance Director** to secure by open market procedure any commodities or services, notwithstanding the estimated cost of the commodities or services. The Town Manager shall include a written report of the circumstances of said emergency purchase at the next regular or special Town Commission meeting.
- B. ***Professional services.*** Contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding or competitive proposals, are exempt from this section of the Code; however, state laws, such as the Consultants' Competitive Negotiation Act of the Florida Statutes, as may be amended from time to time, to the extent applicable, shall be followed.
- C. ***Single-source and sole-source commodities or services.*** Single-source and sole-source commodities or services are exempt from this section of the Code.
- D. ***Utilization of other governmental agencies' contracts (Piggy Back).*** Commodities or services that are the subject of contracts with the state, its political subdivisions or other governmental entities, including the United

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States government, are exempt from this section, provided, however, that this subsection shall apply only if the contract expressly permits or if the awarding jurisdiction and/or the vendor agree to allow the Town to purchase therefrom, and if either:

- i. the commodities or services are the subject of a price schedule negotiated by the state or federal government or by competitive bid by another governmental agency and not on any preference; or
- ii. the price offered for the commodity or service exactly equals or is lower than the governmental contract from vendors awarded such governmental contract. Where an award is made pursuant to this paragraph, the terms and conditions agreeable to the Town may be used in lieu of those terms and conditions of the contract with the other governmental agency.

- E. ***Cooperative purchasing.*** Cooperative purchasing plans are exempt from this section of the Code.

Section IV – Formal Competitive Solicitation Process

Once the appropriate vendor selection method has been determined, the solicitation process will be overseen by the **Chief Procurement Officer**, as shown below.

A. SPECIFICATIONS

The **Chief Procurement Officer** will ensure the solicitation documents include specifications that are as well-defined as possible. The user department is responsible for developing specifications, such as bid specifications, scope of service and evaluation criteria. As the prime user, the department is best aware of any special characteristics, any new developments in the field, as well as the technical specifications of the product or service. The Chief Procurement Officer

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may review specifications and make suggestions, such as alternate products, when appropriate.

The Chief Procurement Officer shall strive to assure that all specifications issued by the Town provide for free and open competition among all vendors and preclude lock-in of any vendor or brand, unless items are purchased under approved sole source or sole brand provisions. Any specification may eliminate some vendors or brands if the vendor or brand does not meet the legitimate needs of the Town.

There are many different types of specifications; however, all specifications regardless of the type must be clear and complete. A specification is an essential communication link between the Town and the vendor. The specification must clearly and completely express the needs of the Town in such a manner that the vendor will have the same understanding as that of the Town in what is required. The following are some of the more common type of specifications:

1. Brand Name Specification

A specification using one or more manufacturers' brand names, with identifying model numbers, to describe the acceptable items; all other items will be excluded. Since use of a brand name specification is restrictive of product competition, it may be used only when pre-approved by the Chief Procurement Officer.

2. Name "or Equal" Specification

These specifications describe the characteristics of the item required by reference to a particular manufacturer's product, referring to that product by its brand name and model number. These specifications describe the standards of quality, performance, and other characteristics needed to meet the requirements of the solicitation, and invites bids for equivalent products from

any manufacturer. These are often used to obtain low-value, commercially available products, such as janitorial supplies, office supplies and chemicals.

3. Design Specification

A design specification is also known as a material and method of manufacture specification. This type of specification spells out in great detail the physical characteristics including size and shape, the materials to be used and the manner in which they are to be assembled or processed. Design specifications may also reference engineering drawings or plans. A design specification is generally not appropriate for standard commercial items; its use being reserved for "made-to-order" products.

4. Performance Specifications

Performance specifications describe the functions which must be performed without or with only a limited reference to materials to be used or construction details. Performance specifications are non- restrictive, they spell out standards of performance, define operating limits, describe a specific task, emphasize dependability and reliability and look at the end result. Performance specifications are non-restrictive and encourage vendors to be innovative and propose a variety of means to accomplish a stated performance measure and to determine whether or not a performance specification has been satisfied.

B. SOLICITATION DOCUMENTS

The **Chief Procurement Officer** will ensure all solicitation documents are properly prepared, with particular emphasis on effective specifications as discussed in the prior section, and distributed as appropriate. In conjunction with the preparation of the solicitation documents, the **Chief Procurement Officer** will make time available to provide information to all potential responders.

C. PUBLIC NOTICE

Public notice of the ITB, RFP, RFQ, ITN or RFI shall be given not less than ten (10) calendar days prior to the date set forth in the notice for the opening of the responses. Such notice shall be given by publication in a newspaper of general circulation within Broward County, at a minimum. The notice shall state the place, date, and time of the opening of the responses.

D. RESPONSE SUBMISSIONS

All responses shall be submitted in sealed envelopes which shall be clearly identified with the name and number of the response on the exterior of the envelope and delivered to the Town Clerk office.

E. SURETY

Bid deposits. When deemed necessary by the Chief Procurement Officer, bid deposits or sureties shall be prescribed in the public notice inviting bids. Unsuccessful bidders shall be entitled to return of such deposit or surety where the Chief Procurement Officer has required same. A successful bidder shall forfeit any deposit or surety required by the Chief Procurement Officer upon failure on its part to enter a contract within fifteen (15) days after the award. In the event that State, Federal or County laws or regulations require additional advance notice, the Town shall comply therewith.

Sureties on performance. For all competitive bids seeking commodities or services in excess of two hundred thousand dollars (\$200,000.00) the Chief Procurement Officer or appropriate staff person, shall include as a requirement of such advertised bids a performance bond in the total contract amount. The Chief Procurement Officer, in his or her discretion, may require such performance bonds

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for bids seeking commodities or services in an amount of two hundred thousand dollars (\$200,000.00) or less. The Chief Procurement Officer shall have the discretion to waive the performance bond requirement in the event of an undue hardship or emergency. Any bonding company used must be listed on the United States Department of the Treasury's Circular 570. Additionally, the bonding company must be rated at least "A," Class VI, by "Best's Key Rating Guide," published by A.M. Best Company, and be authorized to do business in Florida.

In lieu of the bond required by this section, a contractor may file with the Town, an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in F.S. ch. 625, pt. II (F.S. § 625.50 et seq.). Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required hereunder. The appropriate representative of the Town shall make the determination of the value of the alternative form of security.

F. ADDENDA

Written addenda will be issued when changes, clarification or amendments to the invitation for bid are deemed necessary, including but not limited to a major change to the approved plans during the advertising period.

G. CANCELLATION OR POSTPONEMENT OF RESPONSE OPENING

Any time prior to the response opening date and time, the Chief Procurement Officer may postpone the opening or cancel the solicitation in its entirety.

H. FORMAL OPENING OF RESPONSES

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Responses shall be opened by the Chief Procurement Officer at the time and place designated in the public notice. The opening shall be witnessed by the Town Clerk, or designee. Bids and responses received after the time and date specified in the solicitation document shall not be opened, but will be reported to the Town Manager..

Names and amounts of each bid shall be read aloud by the Chief Procurement Officer and the tabulation of all bids received shall be posted for public inspection.

All response documents shall become the property of the Town and will not be returned to the responders. The original copy of the bids opened shall be filed in the Town Clerk's office. When the contract is awarded, all documentation produced as part of the contract shall become the exclusive property of the Town. The Town reserves the right to waive any irregularities in the bids, as determined by the Chief Procurement Officer or designee.

For an RFP, RFQ, ITN or RFI response, the Chief Procurement Officer, or designee, may, at the evaluation committee's request and within a reasonable time period after the response opening, request additional or corrective information of the responder concerning his/her responsibility to perform, and the bidder may voluntarily, after bid opening, provide additional or corrective information concerning responsibility as a vendor. Failure to provide the requested information may deem the bid non-responsive.

I. MODIFICATION OR WITHDRAWAL OF RESPONSES

Responses may be modified or withdrawn by an appropriate document duly executed and delivered to the office of the Chief Procurement Officer at any time prior to the submission deadline. A request for withdrawal or modification must be in writing and signed by a person duly authorized to do so. Any modifications

made by the Town to the solicitation documents prior to the opening of the responses shall be by addenda provided in writing to the same potential responders to whom the original solicitation documents were presented.

After expiration of the period for receipt of responses, no withdrawal or modification is permitted, except in extenuating circumstances. If within twenty four (24) hours after responses are opened, any responder files a duly signed written notice with the Town, through the office of the Chief Procurement Officer and within five (5) calendar days, thereafter demonstrates to the satisfaction of the Town, by clear and convincing evidence, that there was a material mistake in the preparation of the response, or that the mistake is clearly evident on the face of the response document but the intended correct response is not similarly evident, then the responder may withdraw its response document. Thereafter, the responder will be disqualified from further bidding on the contract for which the response was withdrawn.

Section V - Formal Solicitation Evaluation Process and Award of Contract

Once the solicitation has been completed and all responses have been received and opened, the responses will be evaluated and a contract awarded as follows:

A. REJECTION OF RESPONSES

The Town Manager and Town Commission may reject any bids, parts of all bids or all bids for any one (1) or more commodities or services included in the proposed contract when the public interest will be served thereby. The Chief Procurement Officer shall not accept a bid from a contractor who is in default on the payment of taxes, licenses or other moneys due the Town or any debarment.

After an initial review of responses, responses may be rejected for any of the following reasons:

- If the evidence submitted by a responder or if investigation of a responder fails to satisfy the Town that the responder is properly qualified to carry out the obligations and to complete the requested work.
- If there is reason to believe collusion exists among responders.
- If the response is not responsive, not delivered by the due date and time or not delivered to the Town Clerk's office, not properly signed or is unsigned, shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any other kind. The Town reserves the right to waive such technical errors as may be deemed in the best interest of the Town.

B. EVALUATION AND AWARD OF CONTRACT - INVITATION TO BID

Purchasing shall provide the bid tabulation and full copies of the bids to the Town department for review, and a written recommendation of award.

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The Chief Procurement Officer shall review each bid thoroughly, and determine if the Town department's recommendation is accurate. If not, a meeting with the Town department head shall be held.

The contract shall be awarded to the "lowest responsive and responsible" responder whose response meets the requirements and criteria set forth in the solicitation documents utilizing the criteria set in **Section III, C(1)** (need to check code for compliance) above.

If two or more qualified responders are tied:

1. The contract may be split when it is to the Town's advantage as determined by the chief procurement officer.
2. If the Chief Procurement Officer determines not to split the bid, the contract shall be awarded by first preference to businesses with drug free workplace programs as described in herein below and then by publicly drawing lots.

No contract of purchase shall be subdivided to avoid the requirement of an ITB.

A recommendation for vendor selection, together with the criteria used for selection, will be presented to Town Commission by the user department for approval, along with a request that staff be authorized to sign a contract with the recommended vendor.

C. EVALUATION AND AWARD OF CONTRACT – ALL OTHERS

The award shall be made to the responder whose proposal is the most advantageous to the Town, taking into consideration evaluation criteria set forth in the solicitation document. The vendor selection process is done through an evaluation committee, (Committee), appointed by the Chief Procurement Officer

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and comprised of a member of the user department, together with at least two other members familiar with the goods or services being evaluated. Each committee member shall attend the evaluation committee training session and complete a "Conflict of Interest Statement" upon appointment to the committee and prior to review of submittals.

The Committee shall review all qualifications and submittals of those firms responding based on predetermined criteria contained in the solicitation document. The Committee will then score each qualified response using the predetermined criteria.

Depending on the number of qualified responses received, the Committee may reduce the number of responders to be evaluated further to a minimum of three (called a "short list"), based on the ranking (highest points). If less than three qualified responses have been received, all qualified responses must be considered. The Committee may choose to hold discussions with all responders on the "short list". Such discussions may encompass formal presentations by each responder. The format of the discussion must be the same for each responder.

If the Committee requires clarification of the original response, they may request revised proposals.

For an RFP, once the Committee has ranked the qualified responses, the ranking information will be presented to Town Commission by the user department with a request for approval along with a request for the proper Town officials to be authorized to negotiate and execute the contract.

For an RFQ, ITN or RFI, a recommendation for vendor selection, together with the ranking information, will be presented to Town Commission by the user

department. Additionally, it will be requested that staff be given direction to negotiate a contract, subject to final Commission approval.

Following vendor approval by the Commission, the next step in the RFQ, ITN or RFI process is for the Committee to negotiate a contract with the highest ranked vendor(s) at a compensation determined to be fair and reasonable. If this proves unsuccessful, negotiations will be formally terminated and negotiations will begin with the next highest ranked vendor. This will continue until an acceptable contract is agreed to or until negotiations with all vendors on the short list have been unsuccessful. If no contract can be negotiated with any vendor on the short list, a new solicitation must be initiated. If a successful contract is negotiated with a vendor, a recommendation will be presented to the Commission by the user department to approve the contract with the indicated vendor.

D. NOTICE OF AWARD

Upon approval by the Commission, the successful vendor will receive a Notice of Award indicating the vendor's selection. The Notice of Award is contingent on a contract being executed and the required certificates of insurance and applicable bond coverage/financial assurances have been received and approved. If the selected vendor fails to provide the required coverage documents or fails to deliver the signed contract within the specified time, the Town may annul the Notice of Award.

E. BOND RELEASE

All responders' bid bonds, if required for a solicitation, will be retained until the selected vendor has met all requirements for the final contract award. At that time, the bid bonds of the unsuccessful responders will be returned. If the successful

vendor fails to meet these requirements and the Town annuls the Notice of Award, the successful vendor's bid bond shall be forfeited.

F. NOTIFICATION TO RESPONDENTS

After the contract award has been finalized, the Chief Procurement Officer will notify the remaining respondents of the selection.

Section VI – Purchases Order Process for Purchases \$24,999.99 or Less

A. PURCHASE ORDERS

1. Purpose

Purchase orders are required for any purchase greater than \$1,500.00. Town code provides for purchase orders be completed for all purchases requiring quotations. Quotations and the quotation summary form are required to be attached to the purchase order. The purchase order serves to inform Finance of the needs of a specific user department and to correctly define the material or service requested for goods and services. The order is not an order, but merely the request to procure the item(s) or service(s) in accordance with established Town purchasing policies and procedures.

The procedures that are set forth in this manual have been established as a tool used by Finance for the processing of all Orders. The purchase order begins with the issuing department.

2. When Prepared

The requesting department should anticipate their requirements and submit Orders and quotes allowing ample time for Finance to complete action to secure the items needed at the time required. Rush or emergency orders shall be authorized on a case-by-case basis to avoid additional costs affiliated with expediting delivery.

3. Who Prepares

Purchase order shall originate in the using department at the level where the purchase is to be used and electronically sent to Finance after receiving approval of the Department Director or designee.

4. Data Entry of Order

{00581981.2 3399-0000000 }

32

A properly prepared order must, at a minimum, contain the information listed below.

1. Go to **Purchase Order Entry**.

2. Click  **Add**.

3. Select a **Vendor**. If not available, see New Vendor Process

4. Select the ship to

5. enter summary of the PO description line

6. Select the **Department**.

7. Verify or enter the **Post Date**.

8. Select a staff member in **Requested By** (this is automatically generated when the employee logs into the P.o software)

9. If creating a Blanket purchase order, enter the **Expire Date**.

10. Select the **Price Source** (scan quotes, bid information, contract etc.)

11. (Optional) Select/enter relevant items for the current purchase order.

12. Enter the **Quantity**.

13. Verify or select the **Unit**.

14. If available, verify or select the **Product/NAICS Code**.

15. Verify or enter the **Item Description**.

17. Enter the **Unit Price**.

18. Verify or enter the **GL Number**.

19. If applicable, click  to view/edit the distribution; click **Close** to return to order entry.

20. Click **Save**.

21. If any of the items meet the criteria set in Program Setup for asset flagging, a dialog appears letting you confirm asset status. Uncheck any you don't want included and click **Ok**.

{00581981.2 3399-0000000 }

33

22. ** There is a section to add notes, include any information Commission approvals. (ex. Date and line item)

22. The entry is in Order state and will not become a purchase order until approved by Town Manager.

Finance shall review, approve or return a purchase requisition within 7 days from when it has been approved by the requesting department director. An order lacking or containing incorrect information will be returned to the originating department for completion or compliance. This will cause a delay of the purchase order processing. When in doubt, call Finance for assistance prior to submitting for approval.

Once all required fields are completed and the requesting department enters through all of the necessary steps, the Finance Department sends notification email the purchase order to the Department Director for their approval. No person under a Department Director or designee(s) may approve purchase orders for processing based on security levels.

If the purchase order is validated, approved and posted by the Department Director, the Finance Department sends notification email the purchase order to Finance for the next step in processing a purchase order.

If the purchase order is not approved, or if the Department Director, Finance, or Town Manager has a question, the purchase order can be returned to the requesting department, or canceled altogether. Then the ordering process must be repeated. The requesting department must satisfy any question(s) and then return the order for re-approval.

A purchase order is a computer-numbered form that only the Purchasing Division staff has system access to generate a purchase order.

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A purchase order is received by Finance via computer only after the Department Director or designee has authorized it by their computer approval process.

Finance will review the purchase order for compliance as follows:

1. If the description is adequate;
2. If quotations were obtained and are properly documented;
3. If the purchase order is authorized by a resolution, the resolution number must be listed in the body of the purchase order;
4. If there was an Emergency Purchase;
5. If the account information is correct and budgeted funds are available. If it is found that funds are not available in the account, Finance will contact the requesting department for further action.
6. If the vendor is listed as a sole source or single source provider, that proper documentation is submitted by the requesting department.
7. If proper procurement policies have been followed as determined by the amount of the purchase order.

Section VII – Purchasing Card (P-Card) Policies & Procedures

A. INTRODUCTION

The Town of Pembroke Park Purchasing Card Program is designed to improve control and efficiency in processing purchases from any vendor that accepts the visa credit card. All uses of the Town P-Card shall be for a municipal purposes as defined in Section 166.021(2), Florida Statutes, except when expressly prohibited by law.

This program will allow the employee/cardholder to purchase approved commodities and services directly from our vendors. Each purchasing card is issued in the name of an employee with “Town of Pembroke Park” as the government buyer of goods and services, and the Town sales tax exemption number, clearly shown on the card. Cardholders will also be issued a copy of the Town’s sales tax exemption certificate.

The Finance Department will monitor the performance of the program. All questions or concerns should be directed to:

The Finance Director 954.966.4600 ext. 232

The purpose of these policies and procedures is to accomplish the following:

1. To ensure purchasing card purchases are in accordance with the Town of Pembroke Park’s Purchasing Ordinance (Chapter 2, Article V) and adopted policies and procedures.
2. To provide an efficient method of purchasing and paying for goods and services from specified vendors within specified commodity groups, within a

predetermined amount per item purchased, per total invoice purchase or per total per day, week or month per vendor.

3. To reduce transaction processing time.
4. To provide procedures and policies for disciplinary action if a purchasing card is misused.
5. To ensure budget, commodity, and vendor control over purchases.
6. To provide for purchases during a state of emergency (e.g., hurricane)

The policies and procedures provided herein are minimum standards for departments. Departments may establish additional controls as deemed necessary.

How It Works

The purchasing card system simplifies the purchasing/disbursement process. Purchasing responsibility is delegated to the ordering department enabling an authorized cardholder to place an order directly with the vendor.

When a purchase authorization is requested by the supplier at the point of sale, the Visa purchasing card system validates the transaction against preset limits established by the Department Director and Finance. All transactions are approved or declined electronically based on the purchasing card authorization criteria established. Not sure how it is approved or declined, but the Manager will clarify before the meeting. The authorization criteria may be adjusted periodically as needed and may include, but are not limited to, the following:

- Approved Vendors
- Approved Commodities

{00581981.2 3399-0000000 }

37

- Number of transactions allowed per day
- Number of transactions allowed per month
- Single item purchase limit
- Daily transaction limit
- Monthly total

By signing the Purchasing Card User Agreement, the employee affirms that they have read and are familiar with Section VII – Purchasing Card (P-Card) Policies & Procedures of this manual. Employees who misuse or abuse card usage may be subject to disciplinary action up to and including termination of employment.

Who Does What?

The following is a summation of the responsibilities of the individuals involved in the purchasing card system.

Department Director

- Request purchasing cards for designated employees
- Request transaction limits
- Responsible for authorizing charges (or designated representative)
- Ensure compliance with all additional approval requirements prior to purchase (quotes, solicitation, Commission approval, etc.)
- Monitor availability of budgeted funds
- Review receipts and cardholder statement(s)
- Ensure that approved cardholder statement(s) along with all supporting documentation, are sent to Finance each month
- Notify Visa of any disputes and follow dispute procedures
- Document all disputes
- Notify Finance of open disputes
- Collect card from cardholders who end employment

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- Notifies Finance of cards that need to be terminated. Comply with all purchasing and purchasing card policies and procedures

Cardholder

- Hold and secure purchasing card
- Request/receive authorization to purchase, if applicable
- Order/receive materials and services
- Ensure sales tax is not charged
- Collect and save all sales receipts/invoices
- Compare receipts with supporting documentation and verify totals are the same
- Request correct receipt and credit slip (never cash or store credit) if totals do not agree
- Match receipts with monthly card statement
- Identify disputed charges
- Immediately notify Finance and cardholder's Director of lost or stolen card
- Responsible for all missing documentation
- Resolve all issues with vendor - notify Finance of any unresolved issues
- Comply with all purchasing and purchasing card policies and procedures

Finance

- Receive approved cardholder statements and supporting documentation
- Confirm that all department monthly spend reports are complete and are authorized by Department Directors
- Notify departments when approved department documentation is not received on time
- Receive monthly statements from Synovus
- Reconcile statements to Town Total Summary
- Verify all documentation received
- Pay all non-disputed monthly charges from consolidated statement

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- Process related accounting data
- File and store statements, receipts, etc.
- Monitor missing documentation
- Identify any violations or discrepancies
- Ensure compliance with all purchasing and purchasing card policies and procedures

Finance/ Visa Account Administrator and or designee

- Coordinate program policy issues
- Initiate and distribute all purchasing cards
- Execute the Purchasing Card Employee User Agreement
- Block commodity codes for purchasing card program
- Initiate training program for all cardholders
- Request issuance and cancellation of cards
- Maintain policy and cardholder guides/manuals
- Evaluate purchasing card feedback from vendors and departments
- Coordinate and maintain internal controls
- Handle billing disputes
- Participate in ongoing program reviews
- Conduct semi-annual inventory of purchasing cards

B. POLICIES AND PROCEDURES

Assignment and Control of the Purchasing Card

Purchasing cards will be requested by Department and issued by Finance to individual employees who frequently purchase goods and services of a pre-approved amount. The Purchasing card will have the employee's name, "Town of Pembroke Park", the Town sales tax exemption number and the expiration date embossed on the face of the card. The purchasing card issuing company will not

{00581981.2 3399-0000000 }

40

have individual cardholder's information other than name. No credit records, social security numbers, etc. of the cardholder are maintained immediately .

All requests for new cardholders, changes to current cardholders, or changes to authorization must be made in writing by the Department Director to Finance. Each employee designated to receive a card will be given a copy of this policy and procedure manual, along with training, from Finance personnel. When Finance receives a purchasing card from the issuing card company, the cardholder will be required to personally take receipt of the card from Finance and sign the Purchasing Card Employee User Agreement.

Lost or Stolen Purchasing Cards

If a purchasing card is lost or stolen, the cardholder must immediately notify Finance and the department Director. The cardholder will be responsible for reporting all information necessary to reduce the liability to the Town for a lost or stolen card. Disciplinary action will be taken in the event that Finance is not notified. The cardholder will make payment to the Town for any unauthorized charges if they fail to report the card as lost or stolen. If charges are not repaid, the Town will take disciplinary action, up to and including termination. The Town will also pursue all legal avenues available for collection.

Termination or Transfer of Cardholder

When an employee ends his or her employment or is transferred to another department, the Department Director must immediately notify Finance. Finance will ensure that the card is canceled. The Department Director is to collect the card from the employee and send to Finance.

Limitations on Use of Purchasing Card

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1. Cardholder Use Only - Only the employee whose name is embossed on the card may use the purchasing card. No other person is authorized to use the card.
2. Town of Pembroke Park Purchases Only - The purchasing card is to be used for Town authorized purchases only. The purchasing card user must submit in writing the primary municipal purpose for the expenditure on the document submitting the charge for approval and payment. The purchasing card cannot be used for any personal use. Any such use will require immediate reimbursement and will result in disciplinary action, which may include dismissal.
3. Dollar Limitations
 - a. The Department Director approving the issuance of a purchasing card will set limits for each cardholder: transaction amount, frequency, vendor, and commodity as required. All such limits will be reviewed by Finance.
 - b. A purchase may be made of multiple items, but the invoice cannot exceed the cardholder's limit.
 - c. Declared Emergencies – at the discretion of the Town Manager or designee, restrictions on purchase limit and merchant category groups may be revised once an emergency has been declared.
4. Other Conditions
 - a. Purchases greater than \$1,000 require a purchase order, prior to make the purchase.
 - b. All items purchased over-the-counter must be immediately available. No back ordering is allowed.
 - c. All items purchased by telephone transaction must be confirmed by email or fax.
 - d. All items paid for with the purchasing card must be shipped to the Town and are property of the Town of Pembroke Park.

5. Travel Related Charges – Purchases for conference registration/classes, airline tickets, hotels, and parking charges are permissible. Purchases made during travel must be in accordance with the Town's policies and procedures.

Prohibited uses of purchasing cards

The following types of items may not be purchased with a purchasing card, regardless of dollar amount.

1. Food not associated with an official Town event, some examples include:
 - a. Birthday cakes
 - b. Department parties
2. Gas and oil products, except of Town vehicles or rental cars on official Town trips outside of Broward
3. Entertainment during travel
4. Cash Advances
5. Personal Items
6. Telephone Calls
7. Any additional goods or services specifically restricted by the Department Director, Purchasing or the Finance Department
8. Any item that would be an unlawful expenditure in accordance with the Town's Code of Ordinances adopted Resolutions and adopted Policies.

Violations

1. Purchase of any item, which would be an unauthorized purchase in accordance with the Town's Code of Ordinances (Section 2-125) and adopted policies and procedures.
2. Attempting to make a purchase that exceeds limit. It is the responsibility of the ordering department to ensure all "extra" charges such as freight, handling, set up, etc. are considered before a purchasing card transaction is

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made. A vendor's willingness to honor a purchasing card transaction exceeding the limit does not authorize cardholder or department to make such a purchase.

3. Attempting to make more transactions per day or month than allowed.
4. Purchases from vendors that create conflicts of interest.
5. Multiple purchasing card transactions to circumvent the pre-determined limits.
6. Failure to produce proper documentation receipts, to department representative daily.
7. Failure to report lost or stolen purchasing card.
8. Purchasing card transactions referenced as items prohibited for purchase with card.

When purchases are questioned, the Director will be responsible for resolving the issue with the cardholder. If the Director cannot be satisfied that the purchase was necessary and for official use, the cardholder must provide a credit voucher proving the item(s) were returned for credit. If items cannot be returned, then a payment will be made in cash to the Town by the employee/cardholder.

The Town reserves the right to take disciplinary action, up to and including termination. The Town may also pursue all legal avenues available for collection. Any abuse or misuse of the purchasing card will result in the privilege being suspended or revoked.

Purchasing will refer violations and discrepancies to Human Resources for disciplinary or other appropriate action.

C. PROCEDURES FOR MAKING AND PAYING FOR PURCHASE

Documentation of Over the Counter Purchases

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When a purchase is made, the cardholder must obtain the customer's copy of the detailed receipt. The cardholder verifies that the receipt and any related documentation are for the same amount. They also verify that no tax has been charged. If the receipt is incorrect the cardholder will request a credit slip (never cash or store credit).

Telephone Orders

Ensure that the vendor knows that the Town will not pay tax. The tax ID # is to be provided.

Telephone orders are to be confirmed by email or fax.

Missing Documentation

If the cardholder does not have documentation of the transaction, they must obtain a copy and if this is not possible, details of the purchase must be attached and the Missing Receipt Affidavit form must be filled out. The information will include a description of each item, the number of items purchased, the unit cost, the date of purchase, the vendors name and explanation as to why there is no supporting documentation. Continued incidents of missing documentation will result in the cancellation of the employee's purchasing card.

Sales Tax

Cardholders should not pay Florida State Sales Tax on any transactions. Please provide the supplier with your copy of the Town Florida sales tax exemption card at the time of purchase. Additional hard copies are available in the Finance Department.

It is the cardholder's responsibility to avoid the payment of Florida Sales tax. Please check your receipts at the point of sale to ensure that no sales tax was erroneously charged. At the time of purchase is the greatest opportunity you as the purchaser will have to request that a vendor reverse the sales tax charge. If sales tax is paid in error, contact the vendor to obtain a refund.

If you attempt to reverse/avoid the tax and are unable to do so, please submit an explanation of the situation and any related documentation of the exemption attempt as an attachment to the applicable receipt(s). Many online retailers will also honor your Florida sales tax exemption. Please submit your tax exempt information when placing orders online.

No personal purchases can be made using Town's tax exemption. The IRS considers misuse of tax exempt status to be a tax fraud offense.

D. DISPUTES

If items purchased with the purchasing card are defective, the cardholder must return the items(s) to the vendor for replacement or credit. If the service paid for with a purchasing card is faulty, the vendor must be notified and asked to correct the situation or provide a credit (never cash or store credit). If the vendor refuses to replace or correct the faulty item or service, the purchase will be considered in dispute. Any item or amount the Director considers as an inappropriate or incorrect charge and the vendor will not credit will be a disputed item or amount.

Director or cardholder contacts the Merchant about the transaction and suppliers the necessary information to begin the resolution process

Purchasing must be notified of all disputed items. All documentation concerning the disputed items will be turned into Purchasing as soon as possible.

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Clarification, Questions, Violations – Contact the Town’s Finance Department

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47

Section VIII – Glossary

Addenda / Addendum – Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the contract documents.

Bid Bond – An insurance agreement, accompanied by a monetary commitment, by which a third party accepts liability and guarantees that the bidder will not withdraw the bid, the bidder will furnish bonds as required, and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount.

Bid Specification – A document containing all information relating to the bid, including, but not limited to, requirements, purchase request, invitation to bid, bid evaluation and award information.

Business Location – A permanent office or other site where the vendor operates, conducts, engages in, or carries on all, or a portion of, its business. A post office box shall not be sufficient to constitute a “business location”.

Change Order – Changes, due to unanticipated conditions or developments, made to an executory contract, which do not substantially alter the character of the work contracted for, and which do not vary so substantially from the original specifications as to constitute a new undertaking. Such changes must reasonably and conscientiously be viewed as being in fulfillment of the original scope of the contract rather than as departing therefrom. Further, such changes, when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.

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Check Request Form (CRF)– An internal authorization form used by a department for the purpose of paying for an invoice.

Town Standard Commodities – Those situations where the Town has determined that a particular style, brand, make, or model is the only type that meets the Town’s requirements for performance, compatibility or salient characteristic.

Competitive Bidding – Preferred method for acquiring goods, services, and construction for public use in which award is made to the lowest responsive and responsible bidder, based solely on the response to the criteria set forth in the IFB (invitation for bid).

Commodities – Personal property, including but not limited to, goods, supplies, apparatus, equipment, material and other forms of tangible personal property.

Contractor – Any person or business entity having a contract with the Town.

Cooperative Purchasing - Situations where the Town participates in joint procurement of commodities or services with other public entities within the State, in order to obtain lower prices through greater purchasing volume.

Department Director – The person that directs or controls each Town department as determined by the Town Manager.

Invitation to Bid – A solicitation for competitive sealed bids with the title, date and hour of the public bid opening designated therein and specifically defining the commodities or services for which bids are sought. The invitation for bid shall be used when the Town is capable of specifically defining the scope of work for which

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a service is required or when the Town is capable of establishing precise specifications defining the actual commodities required. The invitation for bid shall include instruction to bidders, plans, drawings and specifications, if any, bid form, any additional documents or information required by the State, Federal government or County and other required forms and documents to be submitted with the bid.

Municipal Purpose - Any activity or power which may be exercised by the Town under the laws of the State of Florida. Public Purpose

Payment Bond - A payment bond is requested on contracts which will require the purchase of materials or services from others in order to protect subcontractors from non-payment by the general contractor.

Performance Bond - A performance bond may be required when it is deemed in the best interest of the Town to ensure that a contract is executed in accordance with the agreed upon specifications and price; or when mandated by Florida State Statutes.

Petty Cash – A cash fund kept at a fixed amount for disbursement as needed to pay for relatively small purchases.

Procurement Card – Town issued credit card used for acquiring supplies and services for use by the Town.

Chief Procurement Officer – A designated Town Employee with responsibility and authority to act for the jurisdiction in certain areas and to oversee all purchasing activities.

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Purchase Order – A purchaser’s written document to a vendor formalizing all the terms and conditions of a proposed transaction, such as a description of the requested item(s), delivery schedule, terms of payment, and transportation.

Quotations - Unsealed telephonic, oral, facsimile or written bids for commodities or services.

Request for Letters of Interest (RLI) - A written solicitation for offers with the title, date and hour of the submission deadline designated. A request for letters of interest shall include but is not limited to, general information and a submission deadline. The Town shall engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Officers shall be accorded fair and equal treatment with respect to any opportunity for discussion.

Request for Proposals (RFP) – A written solicitation for competitive sealed proposals with the title, date and hour of the public opening designated. A request for proposals shall include but is not limited to general information, functional or general specifications, a statement of work, proposal instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any other evaluation criteria. The Town may engage in competitive negotiations with responsible proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

Request for Qualifications (RFQ) – A written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The Town may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

Responsible Bidder, Responsible Offeror, Responsible Proposer - A person or business entity having the capability in all respects to perform fully the contract requirements and sufficient experience, ability, reliability, capacity, facilities, equipment, financial resources and credit to give the Town a reasonable expectation of good faith performance, determined solely within the Town's discretion.

Responsive Bidder, Responsive Offeror, or Responsive Proposer - A person who has submitted a bid, offer, or proposal that conforms in all material respects to the invitation for bid, request for letters of interests, request for qualifications, or request for proposals, determined solely within the Town's discretion.

Services - The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end-product other than reports that are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

Sole Source - The commodities or services are available from only one (1) responsible vendor.

Surplus Property - Any personal property belonging to the Town, that is capable of being used but is in excess of the normal operating requirements of the Town, or which is no longer used, or which has become obsolete, worn out or scrapped.

Transaction – 1. The act of carrying out some form of business between two parties or persons. 2. A business agreement or exchange.

Using Agency - Any department, division, bureau or other unit in the Town government using commodities or procuring services as provided in this division of the Town Code of Ordinances.

ORDINANCE NO. _

**AN ORDINANCE OF THE TOWN OF PEMBROKE PARK,
FLORIDA AMENDING CHAPTER 2 ENTITLED
“ADMINISTRATION,” BY CREATING ARTICLE XII OF
THE TOWN’S CODE OF ORDINANCES, ENTITLED
“TRAVEL REIMBURSEMENT POLICIES AND
PROCEDURES;” PROVIDING FOR CODIFICATION;
PROVIDING FOR CONFLICTS; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the Town is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes; and

WHEREAS, the Town also has the express authority to establish reasonable per diem and travel allowances pursuant to Section 166.021(4), Florida Statutes; and

WHEREAS, the Town Commission is aware that the U.S. General Services Administration (“GSA”) annually updates per diem and travel reimbursement allowances by destination for official government travel and that said allowances may be used to guide municipal per diem and travel allowances; and

WHEREAS, upon recent review of the current per diem and travel allowances permitted by GSA, the Town Manager has determined several of the Town’s per diem and travel allowances are outdated and therefore, the Town Manger is recommending that the Town Commission increase several of the Town’s per diem and travel allowance amounts to equal the maximum amounts allowed by GSA; and

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Page 1 of 9

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WHEREAS, the Town Commission also desires to incorporate Google Maps into the Town's travel policy for purposes of establishing a uniform and widely accepted standard for calculating mileage when mileage is necessary for reimbursement; and

WHEREAS, The Town Commission of the Town of Pembroke Park, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety and welfare of the citizens of Pembroke Park.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2. Chapter 2, Article XII of the Town's Code of Ordinances, is created as follows:

ARTICLE XII. – TRAVEL REIMBURSEMENT POLICIES AND PROCEDURES

Sec. 2-310. Reimbursement policy and procedures for official travel.

- (a) Purpose. It is the intent of this section to regulate official travel expenses of Town officers, employees, and other authorized persons, as defined in F.S. § 166.021. It is also the intent of this section that the provisions of F.S. § 112.061, pertaining to municipalities, and any amendments, additions, or modifications to such provisions, shall be incorporated herein by reference, to the extent this section does not address a subject matter that is addressed in F.S. § 112.061, and that the provisions contained in this section shall be supplemental and in addition to the provisions of F.S. § 112.061. In the event of any conflict between this section and F.S. § 112.061, this section, in accordance with F.S. § 166.021, shall prevail.

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Page 2 of 9

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(b) Definitions. For purposes of this article, the following terms shall have the meanings indicated:

(1) Officer or public officer. An individual who, in performance of his/her official duties is vested by law with sovereign powers of government, who is elected by the people (mayor and Town Commission).

(2) Employee or public employee. The Town manager or an individual, whether commissioned or not, other than an officer or authorized person as defined herein, who is filling a regular or full-time authorized position and is responsible to the Town manager.

(3) Authorized person.

(A) A person, other than a public officer or employee, as defined herein, whether elected or commissioned or not, who is authorized by the Town manager or Town Commission to incur travel expenses in the performance of his official duties; or

(B) A person who is called upon the Town to contribute time and services as consultant or adviser.

(4) Traveler. A public officer, public employee, or authorized person, when performing authorized travel.

(5) Travel expense. The usual, ordinary and incidental expenditures necessarily incurred by a traveler.

(6) Common carrier. Train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm.

(7) GSA (General Services Administration). The Federal government agency tasked with managing government buildings and real estate, providing product and service procurement, and developing policies and regulations.

(8) GSA Rate or Amount shall mean the most current rate adopted by the GSA and in effect at the time the travel expense is incurred.

(c) Authority to incur travel expenses.

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Page 3 of 9

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- (1) All travel of public employees must be authorized and approved by the department head and Town manager. Multiday travel of the Town manager or a public officer must be approved by the Town Commission.
- (2) Day trips may be authorized by the department head without approval of the Town manager.
- (3) The Town shall not authorize or approve such a request of a public employee unless it is accompanied by a signed statement listing the purpose of such travel, the dates and expenses involved, and a copy of the travel itinerary attached.
- (4) Travel expenses of travelers shall be limited to those expenses necessarily incurred by them in the performance of a public purpose authorized by law to be performed by the Town and must be within the limitations prescribed by this policy.
- (d) Computation of travel time for reimbursement. For purposes of reimbursement and methods of calculating fractional days of travel, the following principles are prescribed:
- (1) Travel categories. The following travel categories are prescribed:
- Class A. Continuous travel of 24 hours (or more) away from the city.
- Class B. Continuous travel of less than 24 hours with an overnight absence from the city.
- Class C. Travel for short or day trips when the traveler is not away from the Town overnight.
- (2) Travel reimbursements. All travelers shall be reimbursed for the actual dollars spent with a maximum of the GSA rate for meals at the destination location. A detailed receipt is required for reimbursement. Reimbursements shall be made according to the following schedule:
- (A) Meals for class B and class C shall be reimbursed for travel which:
- (i) Breakfast begins before 6:00 a.m. and extends beyond 8:00 a.m.
- (ii) Lunch begins before 12:00 noon and extends beyond 2:00 p.m.
- (iii) Dinner begins before 6:00 p.m. and extends beyond 8:00 p.m.
- (B) Meals for class A travel shall be authorized up to a maximum of the GSA rate for the destination location. A detailed receipt is required for reimbursement.

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Page 4 of 9

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- (C) When a traveler attends an event on the city's behalf and the fixed price of the meal exceeds the per meal allowance, the traveler shall be reimbursed the actual cost of the meal as authorized by the Town manager.
- (D) Receipts shall not be required for meals on authorized overnight travel.
- (E) No traveler shall be reimbursed for meals gratuitously provided by another party.
- (F) No traveler shall be reimbursed for meals when travel is confined to the Town or immediate vicinity, except as authorized by the Town manager.
- (G) Reimbursement for overnight travel shall be for actual lodging expenses at the single occupancy rate, to be substantiated by paid receipts, and shall be reimbursed at a maximum of the current GSA lodging rate for the destination location.
- (H) Lodging will be reimbursed for out of county, multiday activities, and shall be reimbursed at a maximum of the current GSA rate for lodging at the destination location.
- (I) No sales tax shall be reimbursable to any person, unless the Town is also required by law to pay such tax.
- (J) Items specifically disallowed for reimbursement purposes:
- (i) Alcoholic beverages;
 - (ii) Entertainment;
 - (iii) Any expenses incurred by dependents;
 - (iv) Attendance at political rallies; and
 - (v) Travel for the specific purpose of promoting the candidacy of an individual for public office.
- (K) Other reimbursable expenses:
- (i) Toll charges;
 - (ii) Taxi fares;
 - (iii) Parking and storage fees;
 - (iv) Fuel for Town vehicle;

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Page 5 of 9

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(v) Common carrier transportation—When required. (Must be approved by the Town manager);

(vi) Valet parking—When necessary;

(vii) Convention registration fees; and

(viii) Baggage handling at \$0.50 per bag up to \$2.00 upon arrival and departure.

(e) Transportation.

(1) In no circumstance shall the Town vehicle be used for purposes other than authorized official travel.

(2) All travel must be a usually traveled route. The Town manager shall designate the most economical method of travel for each trip.

(3) All employees should utilize municipal vehicles when traveling on official business.

This requirement insures adequate liability coverage in the event of an accident or injury. In those instances when a Town vehicle is not available, and with the prior approval of the department head and the Town manager, the use of privately owned vehicles may be authorized. Whenever travel is by privately owned vehicles, calculating the mileage for travel shall be deemed to start from the employee's usual Town work building/location (not from the employee's place of residence) to the official travel destination and the traveler shall be entitled to a mileage reimbursement at the "standard mileage rate." The standard mileage rate is set annually by the Internal Revenue Service. All mileage shall be from point of origin to point of destination based on a current Google map submitted with the travel expense report. Mileage will be based on the estimated most direct Google map route.

(4) Travel reservation for official travel on a common carrier shall be made through the Town manager or individual designated by the Town manager to coordinate travel reservations. The Town manager or their designee shall insure that travel is cost-effective and pursuant to all procurement procedures adopted by the Town.

(f) Fraudulent claims. Any individual receiving an allowance or reimbursement by means of a false claim shall be liable for the amount of the overpayment, plus interest at a rate equal to the average rate currently received on investments and may be subject to

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Page 6 of 9

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termination or disciplinary action as provided by the Town Charter, personnel policy or any other applicable policy or law adopted by the Town Commission.

(g) Standard procedures.

(1) Travel voucher. Travel expense reports, on a form prescribed by the Town manager, shall be submitted by all individuals performing official travel within ten working days of the individual's return. Each approved travel expense report will be audited when received. Individuals requesting reimbursement are responsible for mathematical computation. Any report which is not approved or properly prepared, or is prepared in such a way as to be unauditably, will be returned for resubmission. Travel authorization and all required receipts must be submitted with the expense report in order to claim a reimbursement.

(2) Travel advances.

(A) Travel advances for overnight travel must be requested at least two weeks in advance of the departure. An explanation as to the reason for travel, the amount of money and correct account to be charged must be indicated on the request.

(B) No travel advances will be made for class C travel. Due to tax implications, reimbursement will be made to the employee in the payroll following submission of approved expense report.

(C) Any unused portion of money advanced to a traveler shall be repaid immediately upon the return of the traveler. Any unused advance money not repaid within 15 calendar days after return of the traveler shall accrue interest at the average rate currently received on Town investments. Any Town employee not repaying any unused portion of a travel expense advance within 30 days after his/her return will have his/her salary withheld by the Town until repayment is made.

(D) In instances where a trip should arise for a member of the Town Commission that does not provide ample notice to the Commission at a public meeting, then, with a minimum of 24 hours' notice, the traveler shall request the Town manager to send a memo to the mayor, each commission member, town attorney and town clerk advising them of the trip, departure date, justification and

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Page 7 of 9

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return date. At the first regular Town Commission meeting after return from an official trip, the council member shall make a verbal report to the council on the text of the trip.

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

Section 4. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

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

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Page 8 of 9

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**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2023.**

ATTEST:

MAYOR ASHIRA MOHAMMED

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

Jacob G. Horowitz
Interim Town Attorney

VOTE

ASHIRA MOHAMMED	_____
GEOFFREY JACOBS	_____
MUSFIKA KASHEM	_____
WILLIAM R. HODGKINS	_____
ERIK MORRISSETTE	_____

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Page 9 of 9

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PURCHASING CARD USER AGREEMENT

I agree to the following regarding use of the Purchasing Card for the Town of Pembroke Park:

1. I understand that I am making financial commitments on behalf of the Town of Pembroke Park and will strive to obtain the best value for the City.
2. I understand that under no circumstances will I use the Purchasing Card to make personal purchases, either for myself or for others.
3. I will keep the Purchasing Card secure at all times and not allow it to be used by anyone other than myself.
4. I have been given a copy of the Purchasing Card Policies and Procedures Manual, received the training and understand the requirements for Purchasing Card use.
5. I will follow the established procedures for use of the Purchasing Card and to follow the Purchasing Procedures as established under section 2-120 through 2-137 of the Town of Pembroke Park Code of Ordinances. Failure to do so may result in either loss of privileges or other disciplinary actions, including termination of employment.
6. I agree that should I willfully violate the terms of this Agreement, I will reimburse the Town of Pembroke Park for all incurred charges and any fees related to the collection of those charges, and that I may be subject to disciplinary action.

Employee Name (PRINT)

Employee Name (SIGNATURE)

Department/Division (PRINT)
Date:

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SIGN IN SHEET

DATE: _____

[illegible]

CERTIFICATE OF COURSE COMPLETION

THIS CERTIFICATE IS AWARDED TO

NAME

For the successful completion of

PURCHASING POLICIES TRAINING



Aleem A. Ghany, PE.
Acting Town Manager

Date

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Town of Pembroke Park Purchasing Policy & Procedures Manual

Effective _____

Table of Contents

Foreword	4
Section I – General Provisions	5
A. Purpose	5
B. Legal Provisions	5
C. Ethics and Vendor Relations	6
Section II – General Guidelines	8
A. Purchasing Authority	8
B. Purchasing Categories	8
C. Purchasing Cycle	9
C. Unauthorized Purchases	10

Section III – Selection of Vendor 12

- A. General Guidelines 12
- B. Informal Vendor Selection Methods 12
- C. Formal Competitive Vendor Selection Methods 13
- D. Exceptions 17

Section IV – Formal Competitive Solicitation Process 19

- A. Specifications 19
- B. Solicitation Documents 20
- C. Public Notice 21
- D. Response Submissions 21
- E. Surety 21
- F. Addenda 22
- G. Cancellation or Postponement of Response Opening 22
- H. Formal Opening of Responses 22
- I. Modification or Withdrawal of Responses 23

Section V – Formal Solicitation Evaluation Process and Award of Contract 24

- A. Rejection of Responses 24
- B. Evaluation and Award of Contract – Invitation to Bid 24
- C. Evaluation and Award of Contract – All Others 25
- D. Notice of Award 27
- E. Bond Release 27
- F. Notification to Respondents 27

Section VI – Purchase Order Process for Purchases \$20,000 or Less 28

- A. Purchase Orders 28

Section VII – Purchasing Card (P-Card) Policies & Procedures 32

- A. Introduction 32

{00581981.6 3399-0000000 }

B. Policies & Procedures	36
C. Procedures for Making and Paying for Purchase	39
D. Disputes	40
Section VIII – Glossary	41

FOREWARD

The Town of Pembroke Park is dedicated to fairly, equally, and impartially administer its purchasing program. To that end, the Town of Pembroke Park Purchasing Policy and Procedures Manual has been developed to serve as a guide that describes and explains the responsibilities of the Town's purchasing processes.

This Purchasing Policy and Procedures Manual contains guidelines and procedures to be followed in the daily administration and management of the purchasing function. This manual has been developed to serve as an outline to assist in making informed decisions regarding Town purchases. Due to the variety of needs and requirements governing each type of purchase, not all possibilities can be addressed in detail in this manual.

Interpretation of the procedures outlined in this manual is the responsibility of the Chief Purchasing Officer, subject to the guidance and supervision of the Town Manager.

This manual is effective immediately upon issuance and supersedes all previously issued purchasing policies, manuals, instructions, or directives. The Purchasing Manual is subject to periodic revision as an administrative policy subject to the final approval of the Town Manager or designee. The Purchasing services employees encourage any suggestions to improve the effectiveness of the purchasing process.

If at any time you have a specific question regarding purchasing functions, you should contact the Finance Department at 954-966-4600 ext. 232.

Section I – General Provisions

A. PURPOSE

The purpose of the Purchasing Policy & Procedure Manual is to provide guidance and support for the formal rules adopted by the Town Commission governing the purchasing process contained in the Town's purchasing ordinance, Chapter 2, Article V, of the Town's Code of Ordinances.

This manual is intended to assist in the procurement of goods and services at the best possible price, with fairness and integrity in the operations of the Town of Pembroke Park. The Town maintains a unified purchasing system with centralized responsibility under the charge of the Chief purchasing officer who serves as the Town's purchasing and contracts manager. The Town's purchasing process ensures fair and equitable treatment of all vendors who deal with the Town. In addition, this manual provides assurances for maintaining a purchasing system of quality and integrity and increases public confidence in the procedures followed by Town purchasing.

This policy shall apply to all purchasing activity, except as otherwise provided for in the Town's Code of Ordinances.

B. LEGAL PROVISIONS

The principles of law and equity, including the Uniform Commercial Code of this State, the law relative to ethics, and the law relative to capacity to contract, agency, fraud, misrepresentation, duress, coercion, and mistake of bankruptcy shall supplement the provisions of this policy.

The Town's purchasing policy is governed by the Town of Pembroke Park Code of Ordinances from Section 2-120 to 2-137. Copy of the ordinance code can be found at: https://library.municode.com/fl/pembroke_park/codes/code_of_ordinances?nodeId=PTIICOOR_C H2AD_ARTVPR

In any situation where compliance with this policy will place the Town in conflict with State or Federal Law or terms of any grant, or cooperative agreement, the Town shall comply with such Federal or State law, grant requirements, or authorized regulations that are mandated and which are either not reflected in this policy or are contrary to provisions of this policy.

C. ETHICS AND VENDOR RELATIONS

The Town of Pembroke Park hold their employees to a purchasing standard that was put in place to ensure that the purchasing process is as fair as possible. The Town shall comply with all applicable federal, state and local laws. In the event of a conflict between the provisions of this article and the County Ethics Ordinance, the County Ethics Ordinance shall control.

1. Town staff must avoid actual or perceived (regardless of its validity) misconduct or compromising behavior during the purchasing process. Strict adherence to proper purchasing practices must be followed at all times to protect the reputation of the Town.
2. Town staff shall not solicit, accept, or demand from any vendor any form of personal compensation. This includes money, goods and/or services, offers of employment, reciprocal agreements, or discounts for personal gain.
3. Staff shall use caution when dealing with vendors to ensure that proper policies, procedures, and ethics are adhered to.
4. All vendors must be afforded equal opportunities to compete.
5. The Town will strive to maintain strong and enduring relationships with vendors of proven ability and a desire to meet the Town's needs. To accomplish this, purchasing activities will be conducted so that all vendors will value the Town's business and make every effort to furnish its requirements on the basis of the

most economical quantity, suitable quality, timely delivery, adequate service, and lowest possible price.

6. If a vendor assists in writing specifications, or is paid as a consultant to do so, they shall not be allowed to submit a bid in response to the respective solicitation. Any firm participating in writing or otherwise having an influence on the specifications or the solicitation document(s) will not be considered for award. If a department receives assistance or advice from vendors in preparing their specifications, they must submit the vendor's name(s) to the Chief Purchasing Officer. This will assist in ensuring that the purchasing process does not experience any problems or protests and address any potential proprietary specifications that the vendor may have suggested.
7. In accordance with Chapter §112.313 Florida Statutes, Town employees shall not contract with the Town through any corporation or business entity in which they or their immediate family members hold a material interest (e.g. ownership of (5%) five percent or more). Immediate family members (spouse, parents, and children) are generally prohibited from contracting with the Town.
8. Bid shopping shall NOT be permitted; i.e., no one shall obtain pricing from a vendor and request other vendors to meet or beat the disclosed price. However, this restriction shall not apply to reverse auctioneering. New sources of supply will be given due consideration.

Section II – General Guidelines

A. PURCHASING AUTHORITY

Purchasing authority is governed by set thresholds as stipulated in the Town's code of ordinance. The Town Manager may approve and execute contracts for purchases less than and equal to ten thousand dollars (\$10,000.00), if item is contracted or purchased is an item set forth as a line item in the current budget and is appropriated. Purchases greater than ten thousand dollars (\$10,000.00) must be approved by the Town Commission and contracts executed by the Town Mayor.

B. PURCHASING CATEGORIES

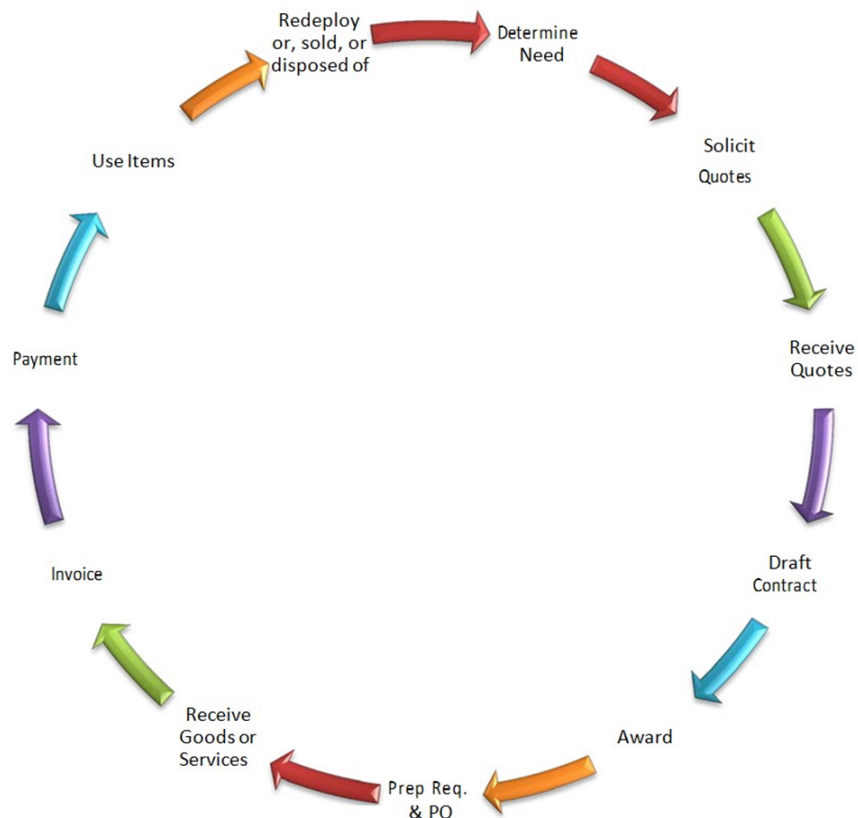
1. The purchase of services or commodities in the amount of four thousand nine hundred and ninety-nine dollars (\$4,999.00) or greater shall be permitted only after written proposals from at least two (2) different sources are received by the Town for consideration, and the Town approves the most responsible and responsive proposal.
2. The purchase of services or commodities in the amount of ten thousand dollars (\$10,000.00) or greater shall be permitted only after written proposals from at least three (3) different sources are received by the Town Commission for consideration, and the Town Commission approves the most responsible and responsive proposal.
3. The purchase of services or commodities in the amount of twenty-five thousand dollars (\$25,000.00) or greater shall be permitted only after a competitive solicitation process (as defined in the Town Code) and the Town Commission approves the most responsible and responsive proposal, excluding the following exceptions and other exceptions outlined in more detail in Section 2-125 of the Town Code:
 - a. Small purchases

- b. Sole source purchases
- c. Proprietary purchases
- d. Emergency purchases
- e. Piggy-Back Agreements
- f. Cooperative Purchasing
- g. Real property (land or buildings) purchase, lease or rental
- h. Insurance and insurance-related products
- i. Works of art for public places
- j. Goods and/or services accepted by the Town via grant, gift, or bequest

C. PURCHASING CYCLE

The purchasing cycle begins with the determination of need and ends with the proper disposal of items that are no longer of use to the Town. The following activities make up the purchasing cycle:

- 1. Determination of need
- 2. Issue solicitations/request quotes
- 3. Receipt, documentation, and evaluation of solicitations/quotations
- 4. Draft and negotiation of contract (if applicable)
- 5. Award by Town Manager or Commission Approval (if applicable)
- 6. Execution of Contract (if applicable)
- 7. Preparation of purchase order and issuance of purchase order
- 8. Receipt, inspection, and approval of goods and/or services are satisfactory
- 9. Invoice submitted by vendor
- 10. Approval and payment of invoice
- 11. Items are utilized to their fullest potential by the requesting department
- 12. Items may be redeployed to other departments within the Town, sold or otherwise disposed of



D. UNAUTHORIZED PURCHASES

No officer of the Town shall, except in cases of emergency as specified herein, issue any oral or written purchase order, contract, or conduct open market purchases in any manner unless specifically authorized by the Town Code. The Town shall not be bound by purchases made without proper authorization or in any unauthorized manner. Except as provided in the Town Code, it shall be unlawful for any Town Officer or employee under the supervision of the Town Manager to order the purchase of any materials or supplies or make any contract for municipal materials or supplies or services within the purview of the Town Code other than through the

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central purchasing organization, and the Town shall not be bound by any purchase order or contract made contrary to the provisions of the Town Code. Employees involved in unauthorized purchases will be referred to the Human Resources Department and or will be subject to disciplinary action.

NOTE: No item or service is to be ordered, received, or paid for without use of a Purchase Order (Regular, Open, or Emergency), or Purchasing Card, with the exception of an authorized Check Request payment or permission of the Chief Purchasing Officer or designee.

No employee may use Town property for his/her own personal use. (Public Purpose)

No employee may use the purchase power of the Town of Pembroke Park to make private purchases; in addition, employees should not have private purchases sent to the Town C.O.D. to be paid for by the employee.

Section III – Selection of Vendor

A. GENERAL GUIDELINES

There are five methods for selecting a vendor used by the Town: Quotes, Invitations to Bid (ITB), Requests for Proposals (RFP), Requests for Qualifications (RFQ), Invitation to negotiate ("ITN"), and Request for information ("RFI"). Quotes, written and/or verbal, are normally used when the expected cost of goods or services is \$25,000 or less. This is the informal method of selecting a vendor. The remaining five methods, ITB, RFP, RFQ, ITN and RFI, are formal competitive methods for selecting a vendor. Formal competitive selection methods must be used when costs are expected to be above \$25,000 and may be used for smaller purchases when the Town will derive sufficient additional benefit to justify their use.

Exceptions to the required vendor selection methods are permitted in specific instances (See Part D. below in this section) or when pre-approved by the Town Manager, Chief Purchasing Officer or designee in other limited instances.

Under no circumstances should known or anticipated annual requirements for goods and services from a vendor be broken into smaller quantities to circumvent the requirement to use a formal vendor selection process. The Town's purchasing policies are based on the total dollar amount of purchases made with a vendor in a given fiscal year. An annual purchase order must reflect the anticipated total amount of business to be done with a vendor for the year.

B. INFORMAL VENDOR SELECTION METHODS

The informal vendor selection methods may be utilized where the cost of goods or services does not exceed \$9,999.99. The following procedure must be followed:

TABLE 1 – COST LEVELS / REQUIRED DOCUMENTATION

AMOUNT	REQUIRED DOCUMENTATION
\$0 to \$4,999.99	Two verbal quotes/proposals
\$5,000.00 to \$9,999.99	Two written documented quotes/proposals
\$10,000.00 to \$24,999.99	Three written documented quotes/proposals
\$25,000.00 and greater	Requires competitive solicitation

Quotes must be consistent in content for comparison purposes. Quotes must include the vendor name, contact person, date, a clear description of the goods or services being offered by the vendor, a statement of price, and the terms of the sale. All quotations and Quotation Summary Form shall be attached to the using department's purchase order.

Note: Effective with the publishing of this manual, all purchases that require quotes, whether verbal or written, must be done with a purchase requisition/purchase order.

C. FORMAL COMPETITIVE VENDOR SELECTION METHODS

Formal competitive vendor selection methods utilize competitive bidding to allow a maximum degree of competition among a number of suppliers offering similar products or services. All purchases of goods and services, where the total annual cost of the purchases or contract will exceed \$25,000, must be approved by the Town Commission.

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A determination is made by a designated Town Employee after consultation with the user department, as to which formal competitive vendor selection method will be used.

ITB, RFP, RFQ, ITN and RFI are effective formal procedures for soliciting competition from vendors in the purchasing sector. The ITB is awarded to the "lowest responsive, responsible bidder" as determined by the Chief Purchasing Officer or designee in consultation with the requesting department. The RFP uses several different evaluation criteria, including price, to determine award. The RFQ ranks respondents based on their qualifications and experience. The ITN is utilized to obtain proposals from interested and qualified firms so that the Town may enter into negotiations with the firm or firms determined most capable of providing the required supplies and service. Evaluation is based on the experience of the responders and follow up discussions with them. The RFI is utilized when it is considered impractical to prepare a purchase description to support an award based on price or detailed scope of work.

1. Invitation to Bid (ITB)

Invitation for bid means a written solicitation for competitive sealed bids with the title, date and hour of the public bid opening designated therein and specifically defining the commodities or services for which bids are sought. The invitation for bid shall be used when the Town is capable of specifically defining the scope of work for which a service is required or when the Town is capable of establishing precise specifications defining the actual commodities required. The invitation for bid shall include instruction to bidders, plans, drawings and specifications, if any, bid form, any additional documents or information required by the state, federal government or county and other required forms and documents to be submitted with the bid.

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In determining the "lowest responsive, responsible bidder", the Chief Purchasing Officer shall consider:

- A. The prices contained in the bid.
- B. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- C. Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference.
- D. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- E. The quality of performance of previous contracts of services, including, but not limited to, Town contracts.
- F. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- G. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- H. The quality, availability and adaptability of the commodities, or services to the particular use required.
- I. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- J. The number and scope of conditions attached to the bid.
- K. The overall cost to the Town.
- L. The best interests of the Town.
- M. Any other requirements imposed by state, federal or county rules or regulations.

2. Request for Proposal (RFP)

Request for proposals means a written solicitation for competitive sealed proposals with the title, date and hour of the public opening designated. A request for

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proposals shall include but is not limited to general information, functional or general specifications, a statement of work, proposal instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any other evaluation criteria. The Town may engage in competitive negotiations with responsible proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

Responses are evaluated by an evaluation committee and facilitated by the Chief Purchasing Officer. Depending on the number of responses received, a shortlist of firms are identified for further consideration. If needed, the evaluation committee may decide to conduct interviews with or ask for presentations from the short listed vendors. Based on the interview, experience and responses, the short listed firms are ranked.

The award shall be made to the responsible proposer or offeror whose proposal or offer is determined to be the most advantageous to the Town taking into consideration price and the evaluation factors set forth in the solicitation. No other criteria shall be used in the evaluation. A summary of the basis on which the award is made shall be included in the contract file.

3. Request for Qualifications (RFQ)

Request for qualifications means a written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation

criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The Town may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

Responses are evaluated by an evaluation committee and facilitated by the Chief Purchasing Officer. Depending on the number of qualification responses received, a shortlist of firms are identified for further consideration. If needed, the evaluation committee may decide to conduct interviews with or ask for presentations from the short listed vendors. Based on the interview, experience and qualifications, the short listed firms are ranked.

The award shall be made to the responsible proposer or offeror whose proposal or offer is determined to be the most advantageous to the Town taking into consideration price and the evaluation factors set forth in the solicitation. No other criteria shall be used in the evaluation. A summary of the basis on which the award is made shall be included in the contract file. The award of the RFQ/RFI contract shall to be approved by Commission.

4. Invitation to negotiate ("ITN")

Invitation to negotiate is utilized when the Chief Purchasing Officer determines that a purchasing request is not suitable for an invitation for bid or request for proposals, and that concurrent negotiation with one (1) or more vendors may be necessary for the town to receive the best value, the purchasing manager may

procure commodities and contractual services by competitive sealed replies solicited through an invitation to negotiate. This source selection method does not apply to procurements subject to the Consultants' Competitive Negotiation Act, F.S. 287.055, unless expressly permitted by statute.

5. Request for information ("RFI")

Request for letters of interest means a written solicitation for offers with the title, date and hour of the submission deadline designated. A request for letters of interest shall include but is not limited to, general information and a submission deadline. The Town shall engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Officers shall be accorded fair and equal treatment with respect to any opportunity for discussion.

Responses are evaluated by an evaluation committee and facilitated by the Chief Purchasing Officer as described in the RFP section. Based on the experience and qualifications, the responses are ranked. This ranking is presented to the Commission requesting authorization to enter into contract negotiations with the top ranked vendor. The resulting RFI, RFQ contract will then brought back to Commission for final approval, unless the Commission authorizes final approval otherwise.

The Town may engage in negotiations with responders for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Responders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

D. EXCEPTIONS

The following are exceptions from the requirements of the competitive vendor selection process. Please refer to the Town Code of Ordinances, Chapter 2, Administration, Article V, Purchasing, Section 2-125 for further details. Exceptions must be pre-approved by the Chief Purchasing Officer or designee. Purchases not subject to the competitive procurement requirement must still have the same levels of approval as purchases subject to the regular competitive vendor selection process.

- A. ***Emergency purchases.*** In urgent cases of compelling emergency that require the immediate purchase of commodities or services, the Town Manager, with the concurrence of either the Mayor or if the Mayor is absent from the Town or otherwise unable to act, the concurrence of the Vice Mayor, is empowered to waive competitive bidding or competitive proposals and authorize the Finance Director to secure by open market procedure any commodities or services, notwithstanding the estimated cost of the commodities or services. The Town Manager shall include a written report of the circumstances of said emergency purchase at the next regular or special Town Commission meeting.
- B. ***Professional services.*** Contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding or competitive proposals, are exempt from this section of the Code; however, state laws, such as the Consultants' Competitive Negotiation Act of the Florida Statutes, as may be amended from time to time, to the extent applicable, shall be followed.

- C. ***Single-source and sole-source commodities or services.*** Single-source and sole-source commodities or services are exempt from this section of the Code.
- D. ***Utilization of other governmental agencies' contracts (Piggy Back).*** Commodities or services that are the subject of contracts with the state, its political subdivisions or other governmental entities, including the United States government, are exempt from this section, provided, however, that this subsection shall apply only if the contract expressly permits or if the awarding jurisdiction and/or the vendor agree to allow the Town to purchase therefrom, and if either:
- i. the commodities or services are the subject of a price schedule negotiated by the state or federal government or by competitive bid by another governmental agency and not on any preference; or
 - ii. the price offered for the commodity or service exactly equals or is lower than the governmental contract from vendors awarded such governmental contract. Where an award is made pursuant to this paragraph, the terms and conditions agreeable to the Town may be used in lieu of those terms and conditions of the contract with the other governmental agency.
- E. ***Cooperative purchasing.*** Cooperative purchasing plans are exempt from this section of the Code.

Section IV – Formal Competitive Solicitation Process

Once the appropriate vendor selection method has been determined, the solicitation process will be overseen by the Chief Purchasing Officer, as shown below.

A. SPECIFICATIONS

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The Chief Purchasing Officer will ensure the solicitation documents include specifications that are as well-defined as possible. The user department is responsible for developing specifications, such as bid specifications, scope of service and evaluation criteria. As the prime user, the department is best aware of any special characteristics, any new developments in the field, as well as the technical specifications of the product or service. The Chief Purchasing Officer may review specifications and make suggestions, such as alternate products, when appropriate.

The Chief Purchasing Officer shall strive to assure that all specifications issued by the Town provide for free and open competition among all vendors and preclude lock-in of any vendor or brand, unless items are purchased under approved sole source or sole brand provisions. Any specification may eliminate some vendors or brands if the vendor or brand does not meet the legitimate needs of the Town.

There are many different types of specifications; however, all specifications regardless of the type must be clear and complete. A specification is an essential communication link between the Town and the vendor. The specification must clearly and completely express the needs of the Town in such a manner that the vendor will have the same understanding as that of the Town in what is required. The following are some of the more common type of specifications:

1. Brand Name Specification

A specification using one or more manufacturers' brand names, with identifying model numbers, to describe the acceptable items; all other items will be excluded. Since use of a brand name specification is restrictive of product competition, it may be used only when pre-approved by the Chief Purchasing Officer.

2. Name "or Equal" Specification

These specifications describe the characteristics of the item required by reference to a particular manufacturer's product, referring to that product by its brand name and model number. These specifications describe the standards of quality, performance, and other characteristics needed to meet the requirements of the solicitation, and invites bids for equivalent products from any manufacturer. These are often used to obtain low-value, commercially available products, such as janitorial supplies, office supplies and chemicals.

3. Design Specification

A design specification is also known as a material and method of manufacture specification. This type of specification spells out in great detail the physical characteristics including size and shape, the materials to be used and the manner in which they are to be assembled or processed. Design specifications may also reference engineering drawings or plans. A design specification is generally not appropriate for standard commercial items; its use being reserved for "made-to-order" products.

4. Performance Specifications

Performance specifications describe the functions which must be performed without or with only a limited reference to materials to be used or construction details. Performance specifications are non- restrictive, they spell out standards of performance, define operating limits, describe a specific task, emphasize dependability and reliability and look at the end result. Performance specifications are non-restrictive and encourage vendors to be innovative and propose a variety of means to accomplish a stated performance measure and to determine whether or not a performance specification has been satisfied.

B. SOLICITATION DOCUMENTS

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The Chief Purchasing Officer will ensure all solicitation documents are properly prepared, with particular emphasis on effective specifications as discussed in the prior section, and distributed as appropriate. In conjunction with the preparation of the solicitation documents, the Chief Purchasing Officer will make time available to provide information to all potential responders.

C. PUBLIC NOTICE

Public notice of the ITB, RFP, RFQ, ITN or RFI shall be given not less than ten (10) calendar days prior to the date set forth in the notice for the opening of the responses. Such notice shall be given by publication in a newspaper of general circulation within Broward County, at a minimum. The notice shall state the place, date, and time of the opening of the responses.

D. RESPONSE SUBMISSIONS

All responses shall be submitted in sealed envelopes which shall be clearly identified with the name and number of the response on the exterior of the envelope and delivered to the Town Clerk's office.

E. SURETY

Bid deposits. When deemed necessary by the Chief Purchasing Officer, bid deposits or sureties shall be prescribed in the public notice inviting bids. Unsuccessful bidders shall be entitled to return of such deposit or surety where the Chief Purchasing Officer has required same. A successful bidder shall forfeit any deposit or surety required by the Chief Purchasing Officer upon failure on its part to enter a contract within fifteen (15) days after the award. In the event that State, Federal or

County laws or regulations require additional advance notice, the Town shall comply therewith.

Sureties on performance. For all competitive bids seeking commodities or services in excess of two hundred thousand dollars (\$200,000.00) the Chief Purchasing Officer or appropriate staff person, shall include as a requirement of such advertised bids a performance bond in the total contract amount. The Chief Purchasing Officer, in his or her discretion, may require such performance bonds for bids seeking commodities or services in an amount of two hundred thousand dollars (\$200,000.00) or less. The Chief Purchasing Officer shall have the discretion to waive the performance bond requirement in the event of an undue hardship or emergency. Any bonding company used must be listed on the United States Department of the Treasury's Circular 570. Additionally, the bonding company must be rated at least "A," Class VI, by "Best's Key Rating Guide," published by A.M. Best Company, and be authorized to do business in Florida.

In lieu of the bond required by this section, a contractor may file with the Town, an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in F.S. ch. 625, pt. II (F.S. § 625.50 et seq.). Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required hereunder. The appropriate representative of the Town shall make the determination of the value of the alternative form of security.

F. ADDENDA

Written addenda will be issued when changes, clarification or amendments to the invitation for bid are deemed necessary, including but not limited to a major change to the approved plans during the advertising period.

G. CANCELLATION OR POSTPONEMENT OF RESPONSE OPENING

Any time prior to the response opening date and time, the Chief Purchasing Officer may postpone the opening or cancel the solicitation in its entirety.

H. FORMAL OPENING OF RESPONSES

Responses shall be opened by the Town Clerk at the time and place designated in the public notice. The opening shall be witnessed by the Chief Purchasing Officer, or designee. Bids and responses received after the time and date specified in the solicitation document shall not be opened, but will be reported to the Town Manager.

Names and amounts of each bid shall be read aloud by the Town Clerk the tabulation of all bids received shall be posted for public inspection on the website by the Chief Purchasing Officer.

All response documents shall become the property of the Town and will not be returned to the responders. The original copy of the bids opened shall be filed in the Town Clerk's office. When the contract is awarded, all documentation produced as part of the contract shall become the exclusive property of the Town.

The Town reserves the right to waive any irregularities in the bids, as determined by the Chief Purchasing Officer or designee.

For an RFP, RFQ, ITN or RFI response, the Chief Purchasing Officer, or designee, may, at the evaluation committee's request and within a reasonable time period after the response opening, request additional or corrective information of the responder concerning his/her responsibility to perform, and the bidder may voluntarily, after bid opening, provide additional or corrective information

concerning responsibility as a vendor. Failure to provide the requested information may deem the bid non-responsive.

I. MODIFICATION OR WITHDRAWAL OF RESPONSES

Responses may be modified or withdrawn by an appropriate document duly executed and delivered to the office of the Chief Purchasing Officer at any time prior to the submission deadline. A request for withdrawal or modification must be in writing and signed by a person duly authorized to do so. Any modifications made by the Town to the solicitation documents prior to the opening of the responses shall be by addenda provided in writing to the same potential responders to whom the original solicitation documents were presented.

After expiration of the period for receipt of responses, no withdrawal or modification is permitted, except in extenuating circumstances. If within twenty four (24) hours after responses are opened, any responder files a duly signed written notice with the Town, through the office of the Chief Purchasing Officer and within five (5) calendar days, thereafter demonstrates to the satisfaction of the Town, by clear and convincing evidence, that there was a material mistake in the preparation of the response, or that the mistake is clearly evident on the face of the response document but the intended correct response is not similarly evident, then the responder may withdraw its response document. Thereafter, the responder will be disqualified from further bidding on the contract for which the response was withdrawn.

Section V - Formal Solicitation Evaluation Process and Award of Contract

Once the solicitation has been completed and all responses have been received and opened, the responses will be evaluated and a contract awarded as follows:

A. REJECTION OF RESPONSES

The Town Manager and Town Commission may reject any bids, parts of all bids or all bids for any one (1) or more commodities or services included in the proposed contract when the public interest will be served thereby. The Chief Purchasing Officer shall not accept a bid from a contractor who is in default on the payment of taxes, licenses or other moneys due the Town or any debarment.

After an initial review of responses, responses may be rejected for any of the following reasons:

- If the evidence submitted by a responder or if investigation of a responder fails to satisfy the Town that the responder is properly qualified to carry out the obligations and to complete the requested work.
- If there is reason to believe collusion exists among responders.
- If the response is not responsive, not delivered by the due date and time or not delivered to the Town Clerk's office, not properly signed or is unsigned, shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any other kind. The Town reserves the right to waive such technical errors as may be deemed in the best interest of the Town.

B. EVALUATION AND AWARD OF CONTRACT - INVITATION TO BID

Purchasing shall provide the bid tabulation and full copies of the bids to the Town department for review, and a written recommendation of award.

The Chief Purchasing Officer shall review each bid thoroughly, and determine if the Town department's recommendation is accurate. If not, a meeting with the Town department head shall be held.

The contract shall be awarded to the "lowest responsive and responsible" responder whose response meets the requirements and criteria set forth in the solicitation documents utilizing the criteria set in Section III, C(1) (need to check code for compliance) above.

If two or more qualified responders are tied:

1. The contract may be split when it is to the Town's advantage as determined by the Chief Purchasing Officer.
2. If the Chief Purchasing Officer determines not to split the bid, the contract shall be awarded by first preference to businesses with drug free workplace programs as described in herein below and then by publicly drawing lots.

No contract of purchase shall be subdivided to avoid the requirement of an ITB.

A recommendation for vendor selection, together with the criteria used for selection, will be presented to Town Commission by the user department for approval, along with a request that staff be authorized to sign a contract with the recommended vendor.

C. EVALUATION AND AWARD OF CONTRACT – ALL OTHERS

The award shall be made to the responder whose proposal is the most advantageous to the Town, taking into consideration evaluation criteria set forth in the solicitation document. The vendor selection process is done through an evaluation committee, (Committee), appointed by the Chief Purchasing Officer and

comprised of a member of the user department, together with at least two other members familiar with the goods or services being evaluated. Each committee member shall attend the evaluation committee training session and complete a "Conflict of Interest Statement" upon appointment to the committee and prior to review of submittals. The evaluation committee is subject to Sunshine Law requirements and shall be noticed.

The Committee shall review all qualifications and submittals of those firms responding based on predetermined criteria contained in the solicitation document. The Committee will then score each qualified response using the predetermined criteria.

Depending on the number of qualified responses received, the Committee may reduce the number of responders to be evaluated further to a minimum of three (called a "short list"), based on the ranking (highest points). If less than three qualified responses have been received, all qualified responses must be considered. The Committee may choose to hold discussions with all responders on the "short list". Such discussions may encompass formal presentations by each responder. The format of the discussion must be the same for each responder.

If the Committee requires clarification of the original response, they may request revised proposals.

For an RFP, once the Committee has ranked the qualified responses, the ranking information will be presented to Town Commission by the user department with a request for approval along with a request for the proper Town official(s) to be authorized to negotiate and execute the contract.

For an RFQ, ITN or RFI, a recommendation for vendor selection, together with the ranking information, will be presented to Town Commission by the user

department. Additionally, it will be requested that staff be given direction to negotiate a contract, subject to final Commission approval.

Following vendor approval by the Commission, the next step in the RFQ, ITN or RFI process is for the proper Town official(s) to negotiate a contract with the highest ranked vendor(s) at a compensation determined to be fair and reasonable. If this proves unsuccessful, negotiations will be formally terminated and negotiations will begin with the next highest ranked vendor. This will continue until an acceptable contract is agreed to or until negotiations with all vendors on the short list have been unsuccessful. If no contract can be negotiated with any vendor on the short list, a new solicitation must be initiated. If a successful contract is negotiated with a vendor, a recommendation will be presented to the Commission by the user department to approve the contract with the indicated vendor.

D. NOTICE OF AWARD

Upon approval by the Commission, the successful vendor will receive a Notice of Award by the Chief Purchasing Officer indicating the vendor's selection. The Notice of Award is contingent on a contract being executed and the required certificates of insurance and applicable bond coverage/financial assurances have been received and approved. If the selected vendor fails to provide the required coverage documents or fails to deliver the signed contract within the specified time, the Town may annul the Notice of Award. No work can commence until the Notice to Proceed (NTP) and purchase requisition is forwarded by the responsive department.

E. BOND RELEASE

All responders' bid bonds, if required for a solicitation, will be retained until the selected vendor has met all requirements for the final contract award. At that time, the bid bonds of the unsuccessful responders will be returned. If the successful

vendor fails to meet these requirements and the Town annuls the Notice of Award, the successful vendor's bid bond shall be forfeited.

F. NOTIFICATION TO RESPONDENTS

After the contract award has been finalized, the Chief Purchasing Officer will notify the remaining respondents of the selection.

Section VI – Purchases Order Process for Purchases \$24,999.99 or Less

A. PURCHASE ORDERS

1. Purpose

Purchase orders are required for any purchase greater than \$1,500.00. Town code provides for purchase orders be completed for all purchases requiring quotations. Quotations and the quotation summary form are required to be attached to the purchase order. The purchase order serves to inform Finance of the needs of a specific user department and to correctly define the material or service requested for goods and services. The order is not an order, but merely the request to procure the item(s) or service(s) in accordance with established Town purchasing policies and procedures.

The procedures that are set forth in this manual have been established as a tool used by Finance for the processing of all Orders. The purchase order begins with the issuing department.

2. When Prepared

The requesting department should anticipate their requirements and submit Orders and quotes allowing ample time for Finance to complete action to secure the items needed at the time required. Rush or emergency orders shall be authorized on a case-by-case basis to avoid additional costs affiliated with expediting delivery.

3. Who Prepares

Purchase order shall originate in the using department at the level where the purchase is to be used and electronically sent to Finance after receiving approval of the Department Director or designee.

4. Data Entry of Order

A properly prepared order must, at a minimum, contain the information listed below.

1. Go to **Purchase Order Entry**.
2. Click .
3. Select a **Vendor**. If not available, see New Vendor Process
4. Select the ship to
5. enter summary of the PO description line
6. Select the **Department**.
7. Verify or enter the **Post Date**.
8. Select a staff member in **Requested By** (this is automatically generated when the employee logs into the P.o software)
9. If creating a Blanket purchase order, enter the **Expire Date**.
10. Select the **Price Source** (scan quotes, bid information, contract etc.)
11. (Optional) Select/enter relevant items for the current purchase order.
12. Enter the **Quantity**.
13. Verify or select the **Unit**.
14. If available, verify or select the **Product/NAICS Code**.
15. Verify or enter the **Item Description**.
17. Enter the **Unit Price**.
18. Verify or enter the **GL Number**.
19. If applicable, click  to view/edit the distribution; click **Close** to return to order entry.
20. Click **Save**.

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21. If any of the items meet the criteria set in Program Setup for asset flagging, a dialog appears letting you confirm asset status. Uncheck any you don't want included and click **Ok**.
22. ** There is a section to add notes, include any information Commission approvals. (ex. Date and line item)
22. The entry is in Order state and will not become a purchase order until approved by Town Manager.

Finance shall review, approve or return a purchase requisition within 7 days from when it has been approved by the requesting department director. An order lacking or containing incorrect information will be returned to the originating department for completion or compliance. This will cause a delay of the purchase order processing. When in doubt, call Finance for assistance prior to submitting for approval.

Once all required fields are completed and the requesting department enters through all of the necessary steps, the Finance Department sends notification email the purchase order to the Department Director for their approval. No person under a Department Director or designee(s) may approve purchase orders for processing based on security levels.

If the purchase order is validated, approved and posted by the Department Director, the Finance Department sends notification email the purchase order to Finance for the next step in processing a purchase order.

If the purchase order is not approved, or if the Department Director, Finance, or Town Manager has a question, the purchase order can be returned to the requesting department, or canceled altogether. Then the ordering process must be repeated. The requesting department must satisfy any question(s) and then return the order for re-approval.

A purchase order is a computer-numbered form that only the Purchasing Division staff has system access to generate a purchase order.

A purchase order is received by Finance via computer only after the Department Director or designee has authorized it by their computer approval process.

Finance will review the purchase order for compliance as follows:

1. If the description is adequate;
2. If quotations were obtained and are properly documented;
3. If the purchase order is authorized by a resolution, the resolution number must be listed in the body of the purchase order;
4. If there was an Emergency Purchase;
5. If the account information is correct and budgeted funds are available. If it is found that funds are not available in the account, Finance will contact the requesting department for further action.
6. If the vendor is listed as a sole source or single source provider, that proper documentation is submitted by the requesting department.
7. If proper purchasing policies have been followed as determined by the amount of the purchase order.

Section VII – Purchasing Card (P-Card) Policies & Procedures

A. INTRODUCTION

The Town of Pembroke Park Purchasing Card Program is designed to improve control and efficiency in processing purchases from any vendor that accepts the visa credit card. All uses of the Town P-Card shall be for a municipal purposes as defined in Section 166.021(2), Florida Statutes, except when expressly prohibited by law.

This program will allow the employee/cardholder to purchase approved commodities and services directly from our vendors. Each purchasing card is issued in the name of an employee with "Town of Pembroke Park" as the government buyer of goods and services, and the Town sales tax exemption number, clearly shown on the card. Cardholders will also be issued a copy of the Town's sales tax exemption certificate.

The Finance Department will monitor the performance of the program. All questions or concerns should be directed to:

The Finance Director 954.966.4600 ext. 232

The purpose of these policies and procedures is to accomplish the following:

1. To ensure purchasing card purchases are in accordance with the Town of Pembroke Park's Purchasing Ordinance (Chapter 2, Article V) and adopted policies and procedures.
2. To provide an efficient method of purchasing and paying for goods and services from specified vendors within specified commodity groups, within a

predetermined amount per item purchased, per total invoice purchase or per total per day, week or month per vendor.

3. To reduce transaction processing time.
4. To provide procedures and policies for disciplinary action if a purchasing card is misused.
5. To ensure budget, commodity, and vendor control over purchases.
6. To provide for purchases during a state of emergency (e.g., hurricane)

The policies and procedures provided herein are minimum standards for departments. Departments may establish additional controls as deemed necessary.

How It Works

The purchasing card system simplifies the purchasing/disbursement process. Purchasing responsibility is delegated to the ordering department enabling an authorized cardholder to place an order directly with the vendor.

When a purchase authorization is requested by the supplier at the point of sale, the Visa purchasing card system validates the transaction against preset limits established by the Department Director and Finance. All transactions are approved or declined electronically based on the purchasing card authorization criteria established. The authorization criteria may be adjusted periodically as needed and may include, but are not limited to, the following:

- Approved Vendors
- Approved Commodities

- Number of transactions allowed per day
- Number of transactions allowed per month
- Single item purchase limit
- Daily transaction limit
- Monthly total

By signing the Purchasing Card User Agreement, the employee affirms that they have read and are familiar with Section VII – Purchasing Card (P-Card) Policies & Procedures of this manual. Employees who misuse or abuse card usage may be subject to disciplinary action up to and including termination of employment.

Who Does What?

The following is a summation of the responsibilities of the individuals involved in the purchasing card system.

Department Director

- Request purchasing cards for designated employees
- Request transaction limits
- Responsible for authorizing charges (or designated representative)
- Ensure compliance with all additional approval requirements prior to purchase (quotes, solicitation, Commission approval, etc.)
- Monitor availability of budgeted funds
- Review receipts and cardholder statement(s)
- Ensure that approved cardholder statement(s) along with all supporting documentation, are sent to Finance each month
- Notify Visa of any disputes and follow dispute procedures
- Document all disputes
- Notify Finance of open disputes

- Collect card from cardholders who end employment
- Notifies Finance of cards that need to be terminated. Comply with all purchasing and purchasing card policies and procedures

Cardholder

- Hold and secure purchasing card
- Request/receive authorization to purchase, if applicable
- Order/receive materials and services
- Ensure sales tax is not charged
- Collect and save all sales receipts/invoices
- Compare receipts with supporting documentation and verify totals are the same
- Request correct receipt and credit slip (never cash or store credit) if totals do not agree
- Match receipts with monthly card statement
- Identify disputed charges
- Immediately notify Finance and cardholder's Director of lost or stolen card
- Responsible for all missing documentation
- Resolve all issues with vendor - notify Finance of any unresolved issues
- Comply with all purchasing and purchasing card policies and procedures

Finance

- Receive approved cardholder statements and supporting documentation
- Confirm that all department monthly spend reports are complete and are authorized by Department Directors
- Notify departments when approved department documentation is not received on time
- Receive monthly statements from the current credit company provider
- Reconcile statements to Town Total Summary
- Verify all documentation received

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- Pay all non-disputed monthly charges from consolidated statement
- Process related accounting data
- File and store statements, receipts, etc.
- Monitor missing documentation
- Identify any violations or discrepancies
- Ensure compliance with all purchasing and purchasing card policies and procedures

Finance/ Visa Account Administrator and or designee

- Coordinate program policy issues
- Initiate and distribute all purchasing cards
- Execute the Purchasing Card Employee User Agreement
- Block commodity codes for purchasing card program
- Initiate training program for all cardholders
- Request issuance and cancellation of cards
- Maintain policy and cardholder guides/manuals
- Evaluate purchasing card feedback from vendors and departments
- Coordinate and maintain internal controls
- Handle billing disputes
- Participate in ongoing program reviews
- Conduct semi-annual inventory of purchasing cards

B. POLICIES AND PROCEDURES

Assignment and Control of the Purchasing Card

Purchasing cards will be requested by Department and issued by Finance to individual employees who frequently purchase goods and services of a pre-approved amount. The Purchasing card will have the employee's name, "Town of Pembroke Park", the Town sales tax exemption number and the expiration date

embossed on the face of the card. The purchasing card issuing company will not have individual cardholder's information other than name. No credit records, social security numbers, etc. of the cardholder are maintained.

All requests for new cardholders, changes to current cardholders, or changes to authorization must be made in writing by the Department Director to Finance. Each employee designated to receive a card will be given a copy of this policy and procedure manual, along with training, from Finance personnel. When Finance receives a purchasing card from the issuing card company, the cardholder will be required to personally take receipt of the card from Finance and sign the Purchasing Card Employee User Agreement.

Lost or Stolen Purchasing Cards

If a purchasing card is lost or stolen, the cardholder must immediately notify Finance and the department Director. The cardholder will be responsible for reporting all information necessary to reduce the liability to the Town for a lost or stolen card. Disciplinary action will be taken in the event that Finance is not notified. The cardholder will make payment to the Town for any unauthorized charges if they fail to report the card as lost or stolen. If charges are not repaid, the Town will take disciplinary action, up to and including termination. The Town will also pursue all legal avenues available for collection.

Termination or Transfer of Cardholder

When an employee ends his or her employment or is transferred to another department, the Department Director must immediately notify Finance. Finance will ensure that the card is canceled. The Department Director is to collect the card from the employee and send to Finance.

Limitations on Use of Purchasing Card

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1. Cardholder Use Only - Only the employee whose name is embossed on the card may use the purchasing card. No other person is authorized to use the card.
2. Town of Pembroke Park Purchases Only - The purchasing card is to be used for Town authorized purchases only. The purchasing card user must submit in writing the primary municipal purpose for the expenditure on the document submitting the charge for approval and payment. The purchasing card cannot be used for any personal use. Any such use will require immediate reimbursement and will result in disciplinary action, which may include dismissal.
3. Dollar Limitations
 - a. The Department Director approving the issuance of a purchasing card will set limits for each cardholder: transaction amount, frequency, vendor, and commodity as required. All such limits will be reviewed by Finance.
 - b. A purchase may be made of multiple items, but the invoice cannot exceed the cardholder's limit.
 - c. Declared Emergencies – at the discretion of the Town Manager or designee, restrictions on purchase limit and merchant category groups may be revised once an emergency has been declared.
4. Other Conditions
 - a. Purchases greater than \$1,500.00 require a purchase order, prior to make the purchase.
 - b. All items purchased over-the-counter must be immediately available. No back ordering is allowed.
 - c. All items purchased by telephone transaction must be confirmed by email or fax.
 - d. All items paid for with the purchasing card must be shipped to the Town and are property of the Town of Pembroke Park.

5. Travel Related Charges – Purchases for conference registration/classes, airline tickets, hotels, and parking charges are permissible. Purchases made during travel must be in accordance with the Town's policies and procedures.

Prohibited uses of purchasing cards

The following types of items may not be purchased with a purchasing card, regardless of dollar amount.

1. Food not associated with an official Town event, some examples include:
 - a. Birthday cakes
 - b. Department parties
2. Gas and oil products, except of Town vehicles or rental cars on official Town trips outside of Broward
3. Entertainment during travel
4. Cash Advances
5. Personal Items
6. Telephone Calls
7. Alcoholic Beverages
8. Any additional goods or services specifically restricted by the Department Director, Purchasing or the Finance Department
9. Any item that would be an unlawful expenditure in accordance with the Town's Code of Ordinances adopted Resolutions and adopted Policies.

Violations

1. Purchase of any item, which would be an unauthorized purchase in accordance with the Town's Code of Ordinances (Section 2-125) and adopted policies and procedures.
2. Attempting to make a purchase that exceeds limit. It is the responsibility of the ordering department to ensure all "extra" charges such as freight,

handling, set up, etc. are considered before a purchasing card transaction is made. A vendor's willingness to honor a purchasing card transaction exceeding the limit does not authorize cardholder or department to make such a purchase.

3. Attempting to make more transactions per day or month than allowed.
4. Purchases from vendors that create conflicts of interest.
5. Multiple purchasing card transactions to circumvent the pre-determined limits.
6. Failure to produce proper documentation receipts, to department representative daily.
7. Failure to report lost or stolen purchasing card.
8. Purchasing card transactions referenced as items prohibited for purchase with card.

When purchases are questioned, the Director will be responsible for resolving the issue with the cardholder. If the Director cannot be satisfied that the purchase was necessary and for official use, the cardholder must provide a credit voucher proving the item(s) were returned for credit. If items cannot be returned, then a payment will be made in cash to the Town by the employee/cardholder.

The Town reserves the right to take disciplinary action, up to and including termination. The Town may also pursue all legal avenues available for collection. Any abuse or misuse of the purchasing card will result in the privilege being suspended or revoked.

Purchasing will refer violations and discrepancies to Human Resources for disciplinary or other appropriate action.

C. PROCEDURES FOR MAKING AND PAYING FOR PURCHASE

Documentation of Over the Counter Purchases

When a purchase is made, the cardholder must obtain the customer's copy of the detailed receipt. The cardholder verifies that the receipt and any related documentation are for the same amount. They also verify that no tax has been charged. If the receipt is incorrect the cardholder will request a credit slip (never cash or store credit).

Telephone Orders

Ensure that the vendor knows that the Town will not pay tax. The tax ID # is to be provided.

Telephone orders are to be confirmed by email or fax.

Missing Documentation

If the cardholder does not have documentation of the transaction, they must obtain a copy and if this is not possible, details of the purchase must be attached and the Missing Receipt Affidavit form must be filled out. The information will include a description of each item, the number of items purchased, the unit cost, the date of purchase, the vendors name and explanation as to why there is no supporting documentation. Continued incidents of missing documentation will result in the cancellation of the employee's purchasing card.

Sales Tax

Cardholders should not pay Florida State Sales Tax on any transactions. Please provide the supplier with your copy of the Town Florida sales tax exemption form

at the time of purchase. Additional hard copies are available in the Finance Department.

It is the cardholder's responsibility to avoid the payment of Florida Sales tax. Please check your receipts at the point of sale to ensure that no sales tax was erroneously charged. At the time of purchase is the greatest opportunity you as the purchaser will have to request that a vendor reverse the sales tax charge. If sales tax is paid in error, contact the vendor to obtain a refund.

If you attempt to reverse/avoid the tax and are unable to do so, please submit an explanation of the situation and any related documentation of the exemption attempt as an attachment to the applicable receipt(s). Many online retailers will also honor your Florida sales tax exemption. Please submit your tax exempt information when placing orders online.

No personal purchases can be made using Town's tax exemption. The IRS considers misuse of tax exempt status to be a tax fraud offense.

D. DISPUTES

If items purchased with the purchasing card are defective, the cardholder must return the items(s) to the vendor for replacement or credit. If the service paid for with a purchasing card is faulty, the vendor must be notified and asked to correct the situation or provide a credit (never cash or store credit). If the vendor refuses to replace or correct the faulty item or service, the purchase will be considered in dispute. Any item or amount the Director considers as an inappropriate or incorrect charge and the vendor will not credit will be a disputed item or amount.

Director or cardholder contacts the Merchant about the transaction and supplies the necessary information to begin the resolution process

Purchasing must be notified of all disputed items. All documentation concerning the disputed items will be turned into Purchasing as soon as possible.

Clarification, Questions, Violations – Contact the Town's Finance Department

Section VIII – Glossary

Addenda / Addendum – Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the contract documents.

Bid Bond – An insurance agreement, accompanied by a monetary commitment, by which a third party accepts liability and guarantees that the bidder will not withdraw the bid, the bidder will furnish bonds as required, and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount.

Bid Specification – A document containing all information relating to the bid, including, but not limited to, requirements, purchase request, invitation to bid, bid evaluation and award information.

Business Location – A permanent office or other site where the vendor operates, conducts, engages in, or carries on all, or a portion of, its business. A post office box shall not be sufficient to constitute a "business location".

Change Order – Changes, due to unanticipated conditions or developments, made to an executory contract, which do not substantially alter the character of the work contracted for, and which do not vary so substantially from the original specifications as to constitute a new undertaking. Such changes must reasonably and conscientiously be viewed as being in fulfillment of the original scope of the contract rather than as departing therefrom. Further, such changes, when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.

Check Request Form (CRF)– An internal authorization form used by a department for the purpose of paying for an invoice.

Town Standard Commodities – Those situations where the Town has determined that a particular style, brand, make, or model is the only type that meets the Town’s requirements for performance, compatibility or salient characteristic.

Competitive Bidding – Preferred method for acquiring goods, services, and construction for public use in which award is made to the lowest responsive and responsible bidder, based solely on the response to the criteria set forth in the IFB (invitation for bid).

Commodities – Personal property, including but not limited to, goods, supplies, apparatus, equipment, material and other forms of tangible personal property.

Contractor – Any person or business entity having a contract with the Town.

Cooperative Purchasing - Situations where the Town participates in joint procurement of commodities or services with other public entities within the State, in order to obtain lower prices through greater purchasing volume.

Department Director – The person that directs or controls each Town department as determined by the Town Manager.

Invitation to Bid – A solicitation for competitive sealed bids with the title, date and hour of the public bid opening designated therein and specifically defining the commodities or services for which bids are sought. The invitation for bid shall be used when the Town is capable of specifically defining the scope of work for which

a service is required or when the Town is capable of establishing precise specifications defining the actual commodities required. The invitation for bid shall include instruction to bidders, plans, drawings and specifications, if any, bid form, any additional documents or information required by the State, Federal government or County and other required forms and documents to be submitted with the bid.

Municipal/Public Purpose - Any activity or power which may be exercised by the Town under the laws of the State of Florida.

Payment Bond - A payment bond is requested on contracts which will require the purchase of materials or services from others in order to protect subcontractors from non-payment by the general contractor.

Performance Bond - A performance bond may be required when it is deemed in the best interest of the Town to ensure that a contract is executed in accordance with the agreed upon specifications and price; or when mandated by Florida State Statutes.

Petty Cash – A cash fund kept at a fixed amount for disbursement as needed to pay for relatively small purchases.

Purchasing Card – Town issued credit card used for acquiring supplies and services for use by the Town.

Chief Purchasing Officer – The Town Manager, or his or her designee, shall be the Town's Chief Purchasing Officer ("CPO") The CPO shall serve as the principal officer for the contracting and/or purchase of goods and services and shall have the authority to approve all purchases, contracts, change orders, and purchase orders for the purchase of goods and services, provided they are in conformance with the

Purchasing Manual, the law, and all applicable rules and regulations. The chief purchasing officer may delegate rights, powers, and authority vested in the CPO to subordinate purchasing services employees, or other Town staff, when deemed necessary by the chief purchasing officer, provided such staff shall comply with all applicable laws, ordinances, resolutions, rules and procedures established by the Town.

Purchase Order – A purchaser’s written document to a vendor formalizing all the terms and conditions of a proposed transaction, such as a description of the requested item(s), delivery schedule, terms of payment, and transportation.

Quotations - Unsealed telephonic, oral, facsimile or written bids for commodities or services.

Request for Letters of Interest (RLI) - A written solicitation for offers with the title, date and hour of the submission deadline designated. A request for letters of interest shall include but is not limited to, general information and a submission deadline. The Town shall engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Officers shall be accorded fair and equal treatment with respect to any opportunity for discussion.

Request for Proposals (RFP) – A written solicitation for competitive sealed proposals with the title, date and hour of the public opening designated. A request for proposals shall include but is not limited to general information, functional or general specifications, a statement of work, proposal instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any other evaluation criteria. The Town may engage in competitive negotiations with responsible proposers determined to be reasonably susceptible of being

selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

Request for Qualifications (RFQ) – A written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The Town may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

Responsible Bidder, Responsible Offeror, Responsible Proposer - A person or business entity having the capability in all respects to perform fully the contract requirements and sufficient experience, ability, reliability, capacity, facilities, equipment, financial resources and credit to give the Town a reasonable expectation of good faith performance, determined solely within the Town's discretion.

Responsive Bidder, Responsive Offeror, or Responsive Proposer - A person who has submitted a bid, offer, or proposal that conforms in all material respects to the invitation for bid, request for letters of interests, request for qualifications, or request for proposals, determined solely within the Town's discretion.

Services - The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end-product other than reports that are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

Sole Source - The commodities or services are available from only one (1) responsible vendor.

Surplus Property - Any personal property belonging to the Town, that is capable of being used but is in excess of the normal operating requirements of the Town, or which is no longer used, or which has become obsolete, worn out or scrapped.

Transaction – 1. The act of carrying out some form of business between two parties or persons. 2. A business agreement or exchange.

Using Agency - Any department, division, bureau or other unit in the Town government using commodities or procuring services as provided in this division of the Town Code of Ordinances.

ORDINANCE NO. 2023-014

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 2 ENTITLED "ADMINISTRATION," BY CREATING ARTICLE XII OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "TRAVEL REIMBURSEMENT POLICIES AND PROCEDURES;" PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes; and

WHEREAS, the Town also has the express authority to establish reasonable per diem and travel allowances pursuant to Section 166.021(4), Florida Statutes; and

WHEREAS, the Town Commission is aware that the U.S. General Services Administration ("GSA") annually updates per diem and travel reimbursement allowances by destination for official government travel and that said allowances may be used to guide municipal per diem and travel allowances; and

WHEREAS, upon recent review of the current per diem and travel allowances permitted by GSA, the Town Manager has determined several of the Town's per diem and travel allowances are outdated and therefore, the Town Manager is recommending that the Town Commission increase several of the Town's per diem and travel allowance amounts to equal the maximum amounts allowed by GSA; and

WHEREAS, the Town Commission also desires to incorporate Google Maps into the Town's travel policy for purposes of establishing a uniform and widely accepted standard for calculating mileage when mileage is necessary for reimbursement; and

WHEREAS, The Town Commission of the Town of Pembroke Park, Florida, herby finds this Ordinance to be in the best interests of the public health, safety and welfare of the citizens of Pembroke Park.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2. Chapter 2, Article XII of the Town's Code of Ordinances, is created as follows:

ARTICLE XII. – TRAVEL REIMBURSEMENT POLICIES AND PROCEDURES

Sec. 2-310. Reimbursement policy and procedures for official travel.

- (a) Purpose. It is the intent of this section to regulate official travel expenses of Town officers, employees, and other authorized persons, as defined in F.S. § 166.021. It is also the intent of this section that the provisions of F.S. § 112.061, pertaining to municipalities, and any amendments, additions, or modifications to such provisions, shall be incorporated herein by reference, to the extent this section does not address a subject matter that is addressed in F.S. § 112.061, and that the provisions contained in this section shall be supplemental and in addition to the provisions of F.S. § 112.061. In the event of any conflict between this section and F.S. § 112.061, this section, in accordance with F.S. § 166.021, shall prevail.
- (b) Definitions. For purposes of this article, the following terms shall have the meanings indicated:

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Page 2 of 9

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

- (1) Officer or public officer. An individual who, in performance of his/her official duties is vested by law with sovereign powers of government, who is elected by the people (mayor and Town Commission).
- (2) Employee or public employee. The Town manager or an individual, whether commissioned or not, other than an officer or authorized person as defined herein, who is filling a regular or full-time authorized position and is responsible to the Town manager.
- (3) Authorized person.
 - (A) A person, other than a public officer or employee, as defined herein, whether elected or commissioned or not, who is authorized by the Town manager or Town Commission to incur travel expenses in the performance of his official duties; or
 - (B) A person who is called upon the Town to contribute time and services as consultant or adviser.
- (4) Traveler. A public officer, public employee, or authorized person, when performing authorized travel.
- (5) Travel expense. The usual, ordinary and incidental expenditures necessarily incurred by a traveler.
- (6) Common carrier. Train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm.
- (7) GSA (General Services Administration). The Federal government agency tasked with managing government buildings and real estate, providing product and service procurement, and developing policies and regulations.
- (8) GSA Rate or Amount shall mean the most current rate adopted by the GSA and in effect at the time the travel expense is incurred.
- (c) Authority to incur travel expenses.
 - (1) All travel of public employees must be authorized and approved by the department head and Town manager. Multiday travel of the Town manager or a public officer must be approved by the Town Commission.

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- (2) Day trips may be authorized by the department head without approval of the Town manager.
- (3) The Town shall not authorize or approve such a request of a public employee unless it is accompanied by a signed statement listing the purpose of such travel, the dates and expenses involved, and a copy of the travel itinerary attached.
- (4) Travel expenses of travelers shall be limited to those expenses necessarily incurred by them in the performance of a public purpose authorized by law to be performed by the Town and must be within the limitations prescribed by this policy.
- (d) Computation of travel time for reimbursement. For purposes of reimbursement and methods of calculating fractional days of travel, the following principles are prescribed:
- (1) Travel categories. The following travel categories are prescribed:
- Class A. Continuous travel of 24 hours (or more) away from the city.
- Class B. Continuous travel of less than 24 hours with an overnight absence from the city.
- Class C. Travel for short or day trips when the traveler is not away from the Town overnight.
- (2) Travel reimbursements. All travelers shall be reimbursed for the actual dollars spent with a maximum of the GSA rate for meals at the destination location. A detailed receipt is required for reimbursement. Reimbursements shall be made according to the following schedule:
- (A) Meals for class B and class C shall be reimbursed for travel which:
- (i) Breakfast begins before 6:00 a.m. and extends beyond 8:00 a.m.
- (ii) Lunch begins before 12:00 noon and extends beyond 2:00 p.m.
- (iii) Dinner begins before 6:00 p.m. and extends beyond 8:00 p.m.
- (B) Meals for class A travel shall be authorized up to a maximum of the GSA rate for the destination location. A detailed receipt is required for reimbursement.
- (C) When a traveler attends an event on the city's behalf and the fixed price of the meal exceeds the per meal allowance, the traveler shall be reimbursed the actual cost of the meal as authorized by the Town manager.

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- (D) Receipts shall not be required for meals on authorized overnight travel.
- (E) No traveler shall be reimbursed for meals gratuitously provided by another party.
- (F) No traveler shall be reimbursed for meals when travel is confined to the Town or immediate vicinity, except as authorized by the Town manager.
- (G) Reimbursement for overnight travel shall be for actual lodging expenses at the single occupancy rate, to be substantiated by paid receipts, and shall be reimbursed at a maximum of the current GSA lodging rate for the destination location.
- (H) Lodging will be reimbursed for out of county, multiday activities, and shall be reimbursed at a maximum of the current GSA rate for lodging at the destination location.
- (I) No sales tax shall be reimbursable to any person, unless the Town is also required by law to pay such tax.
- (J) Items specifically disallowed for reimbursement purposes:
- (i) Alcoholic beverages;
 - (ii) Entertainment;
 - (iii) Any expenses incurred by dependents;
 - (iv) Attendance at political rallies; and
 - (v) Travel for the specific purpose of promoting the candidacy of an individual for public office.
- (K) Other reimbursable expenses:
- (i) Toll charges;
 - (ii) Taxi fares;
 - (iii) Parking and storage fees;
 - (iv) Fuel for Town vehicle;
 - (v) Common carrier transportation—When required. (Must be approved by the Town manager);
 - (vi) Valet parking—When necessary;
 - (vii) Convention registration fees; and

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(viii) Baggage handling at \$0.50 per bag up to \$2.00 upon arrival and departure.

(e) Transportation.

(1) In no circumstance shall the Town vehicle be used for purposes other than authorized official travel.

(2) All travel must be a usually traveled route. The Town manager shall designate the most economical method of travel for each trip.

(3) All employees should utilize municipal vehicles when traveling on official business.

This requirement insures adequate liability coverage in the event of an accident or injury. In those instances when a Town vehicle is not available, and with the prior approval of the department head and the Town manager, the use of privately owned vehicles may be authorized. Whenever travel is by privately owned vehicles, calculating the mileage for travel shall be deemed to start from the employee's usual Town work building/location (not from the employee's place of residence) to the official travel destination and the traveler shall be entitled to a mileage reimbursement at the "standard mileage rate." The standard mileage rate is set annually by the Internal Revenue Service. All mileage shall be from point of origin to point of destination based on a current Google map submitted with the travel expense report. Mileage will be based on the estimated most direct Google map route.

(4) Travel reservation for official travel on a common carrier shall be made through the Town manager or individual designated by the Town manager to coordinate travel reservations. The Town manager or their designee shall insure that travel is cost-effective and pursuant to all procurement procedures adopted by the Town.

(f) Fraudulent claims. Any individual receiving an allowance or reimbursement by means of a false claim shall be liable for the amount of the overpayment, plus interest at a rate equal to the average rate currently received on investments and may be subject to termination or disciplinary action as provided by the Town Charter, personnel policy or any other applicable policy or law adopted by the Town Commission.

(g) Standard procedures.

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Page 6 of 9

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

(1) Travel voucher. Travel expense reports, on a form prescribed by the Town manager, shall be submitted by all individuals performing official travel within ten working days of the individual's return. Each approved travel expense report will be audited when received. Individuals requesting reimbursement are responsible for mathematical computation. Any report which is not approved or properly prepared, or is prepared in such a way as to be unauditable, will be returned for resubmission. Travel authorization and all required receipts must be submitted with the expense report in order to claim a reimbursement.

(2) Travel advances.

(A) Travel advances for overnight travel must be requested at least two weeks in advance of the departure. An explanation as to the reason for travel, the amount of money and correct account to be charged must be indicated on the request.

(B) No travel advances will be made for class C travel. Due to tax implications, reimbursement will be made to the employee in the payroll following submission of approved expense report.

(C) Any unused portion of money advanced to a traveler shall be repaid immediately upon the return of the traveler. Any unused advance money not repaid within 15 calendar days after return of the traveler shall accrue interest at the average rate currently received on Town investments. Any Town employee not repaying any unused portion of a travel expense advance within 30 days after his/her return will have his/her salary withheld by the Town until repayment is made.

(D) In instances where a trip should arise for a member of the Town Commission that does not provide ample notice to the Commission at a public meeting, then, with a minimum of 24 hours' notice, the traveler shall request the Town manager to send a memo to the mayor, each commission member, town attorney and town clerk advising them of the trip, departure date, justification and return date. At the first regular Town Commission meeting after return from an official trip, the council member shall make a verbal report to the council on the text of the trip.

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Page 7 of 9

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

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

Section 4. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

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

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

{00582371.1 3399-0000000 }

Page 8 of 9

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS 8th DAY OF
NOVEMBER, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2023.**

ATTEST:

ASHIRA MOHAMMED
Mayor

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

JACOB G. HOROWITZ
Interim Town Attorney

VOTE

ASHIRA MOHAMMED

ERIK MORRISSETTE

WILLIAM R. HODGKINS

MUSFIKA KASHEM

GEOFFREY JACOBS

{00582371.1 3399-0000000 }

Page 9 of 9

CODING:

Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.



BUSINESS IMPACT ESTIMATE¹

Meeting Date: 11/8/2023

Agenda Item No. 9.1

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

ORDINANCE NO. 2023-014

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 2 ENTITLED "ADMINISTRATION," BY CREATING ARTICLE XII OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "TRAVEL REIMBURSEMENT POLICIES AND PROCEDURES;" PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Estimate of Direct Economic Impact on Private/For Profit Businesses

- a. Estimate of Direct Business Compliance Costs: NONE
- b. New Charges/Fees on Businesses Impacted: NONE
- c. Estimate of Regulatory Costs: NONE

Good Faith Estimate of Number of Businesses Likely Impacted: NONE

Any Additional Information:

¹ Business Impact Estimate does not apply to the following:

- 1. Ordinances required for compliance with federal or state law or regulation;
- 2. Ordinances related to the issuance or refinancing of debt;
- 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- 4. Ordinances required to implement a contract/agreement;
- 5. Emergency ordinances;
- 6. Ordinances relating to procurement;
- 7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).

ORDINANCE NO. 2023-015

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 18 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PARKS AND RECREATION"; SPECIFICALLY CREATING ARTICLE III; TO BE ENTITLED "PARKS AND RECREATION ADVISORY BOARD;" PROVIDING FOR THE ESTABLISHMENT OF A PARKS AND RECREATION ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR DUTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park (the "Town") values recognizes the important role of public parks and recreational facilities in the lives its citizens and residents; and

WHEREAS, the Town is constantly seeking to enhance its parks and recreations system; and

WHEREAS, the Town Commission of the Town of Pembroke Park has determined it to be in the best interest of the citizens and residents of the Town to establish a Parks and Recreation Advisory Board to further the Town's commitment to enhance its parks and recreation facilities and programming.

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

Section 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance. All exhibits referenced herein are hereby incorporated within this Ordinance by this reference and made a specific part hereof.

Section 2: Chapter 18, entitled "Parks and Recreation," of the Town of Pembroke

Park's Code of Ordinances, is hereby amended, by creating Article III, to be entitled "Parks and Recreation Advisory Board," as follows:

Article III. – Parks and Recreation Advisory Board

Sec. 18-23 ESTABLISHMENT AND PURPOSE

(a) It is the intent of the Town Commission in establishing the Parks and Recreation Advisory Board that this Board shall act in an advisory capacity to the Town Commission for the express purpose of providing the Commission non-binding recommendations to assist the Town improving its parks system and recreational programming including recommendations on the use, management, and operation of existing and future facilities and programing development.

Sec. 18-24 DUTIES

The duties of the Pembroke Park Parks and Recreation Advisory Board shall be as follows:

- (a) To act in an advisory capacity to the Town Commission; to conduct and hold public meetings in which matters affecting existing and future parks and recreation facilities and programming are considered and discussed;
- (b) To articulate and transmit recommendations to the Commission on parks and recreation facilities and programming concerning the Town that may be addressed by Commission or Administrative action;
- (c) To perform additional duties related to the City's parks and recreation system as may be assigned by the Town Commission from time to time.

Sec. 18-25 BOARD ACTION ADVISORY ONLY

The actions, decisions, and recommendations undertaken or approved by the

Parks and Recreation Advisory Board of the Town of Pembroke Park shall not be final or binding on the Town Commission, but shall be advisory only.

Sect. 18-26 COMPOSITION, APPOINTMENT OF MEMBERS, AND TERM

(a) The Town of Pembroke Park Parks and Recreation Advisory Board shall consist of five (5) members.

(b) Each member of the Town Commission shall appoint one member to the Board. Appointees to the Board shall be announced publicly by the appointing Commissioner at a regular meeting of the Town Commission.

(c) Members of the Board are not appointed for a defined term and may be removed by a majority vote of the Town Commission.

Sect. 18-27 QUALIFICATIONS OF MEMBERSHIP

All individuals appointed by the Town Commission to serve on the Parks and Recreation Advisory Board must be residents of the Town, owners of a business located within the Town or the business owner's designee.

Sect. 18-28 MEETINGS, DATES, PROCEDURES, RECORDS, AND QUORUM

(a) An organizational meeting of the Parks and Recreation Advisory Board shall be held at the first meeting of the Board after their appointment.

(b) A chairperson and vice-chairperson shall be elected for terms of one (1) year by a majority of the Board.

(c) The Board shall determine its meeting schedule and shall meet, as needed; however, additional meetings may be called by the chairperson, or at the request of the Town Commission or the Town Manager.

(d) Three (3) members in attendance shall constitute a quorum of the Board.

- (e) All meetings of the Board shall be open to the public and subject to the requirements of Section 286.011, F.S.

Sec. 18-29. ASSISTANCE TO THE BOARD

- (a) The Town Commission shall designate a Town employee to attend board meetings and provide assistance and advice to the Board in its deliberations. The Commission member designated to oversee the Town's parks shall serve as the commission liaison to the Board. The Town Clerk, or his or her designee, shall act as the secretary to the Board and be responsible for providing notice of Board meetings and for recording of meeting minutes.

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

Section 4: All sections or parts of the Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflicts.

Section 5: Should any section or provision of this Ordinance, or any portion thereof, of any paragraph, sentence or word, be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof, as a whole or a part thereof other than the part declared to be invalid.

Section 6: This Ordinance shall become effective upon adoption.

THE REST OF THIS PAGE HAS BEEN
INTENTIONALLY LEFT BLANK

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2023.**

ATTEST:

ASHIRA MOHAMMED
Mayor

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

JACOB G. HOROWITZ
Interim Town Attorney

VOTE

ASHIRA MOHAMMED	_____
ERIK MORRISSETTE	_____
WILLIAM R. HODGKINS	_____
MUSFIKA KASHEM	_____
GEOFFREY JACOBS	_____



BUSINESS IMPACT ESTIMATE¹

Meeting Date: 11/8/2023

Agenda Item No. 9.2

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

ORDINANCE NO. 2023-015

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 18 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PARKS AND RECREATION"; SPECIFICALLY CREATING ARTICLE III; TO BE ENTITLED "PARKS AND RECREATION ADVISORY BOARD;" PROVIDING FOR THE ESTABLISHMENT OF A PARKS AND RECREATION ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR DUTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Estimate of Direct Economic Impact on Private/For Profit Businesses

- a. Estimate of Direct Business Compliance Costs: NONE
- b. New Charges/Fees on Businesses Impacted: NONE
- c. Estimate of Regulatory Costs: NONE

Good Faith Estimate of Number of Businesses Likely Impacted: NONE

Any Additional Information:

¹ Business Impact Estimate does not apply to the following:

- 1. Ordinances required for compliance with federal or state law or regulation;
- 2. Ordinances related to the issuance or refinancing of debt;
- 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- 4. Ordinances required to implement a contract/agreement;
- 5. Emergency ordinances;
- 6. Ordinances relating to procurement;
- 7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).

ORDINANCE NO. 2023-016

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION"; SPECIFICALLY CREATING ARTICLE XIII; TO BE ENTITLED "YOUTH AFFAIRS ADVISORY BOARD"; PROVIDING FOR THE ESTABLISHMENT OF A YOUTH AFFAIRS ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR DUTIES AND RESPONSIBILITIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park (the "Town") understands the importance of offering opportunity for civic engagement to the Town's youth; and

WHEREAS, the Town Commission desires to create a Youth Affairs Advisory Board to advise the Town Commission on issues of concern and importance to the youth living within the Town; and

WHEREAS, the Youth Affairs Advisory Board will provide a venue for the Town's youth to engage with the Town Commission on important matters affecting the Town's youth; and

WHEREAS, the Town Commission hereby finds it is in the best interest of the citizens and residents of the Town of Pembroke Park to amend the Town's Code of Ordinances to establish a Youth Affairs Advisory Board.

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

Section 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance. All exhibits

referenced herein are hereby incorporated within this Ordinance by this reference and made a specific part hereof.

Section 2: Chapter 2, entitled “Administration,” of the Town of Pembroke Park’s Code of Ordinances, is hereby amended, by creating Article XIII, to be entitled “Youth Affairs Advisory Board,” as follows:

Article XIII. – Youth Affairs Advisory Board

Sec. 2-317 ESTABLISHMENT AND PURPOSE

(a) It is the intent of the Town Commission in establishing the Youth Affairs Advisory Board that this Board shall act in an advisory capacity to the Town Commission for the express purpose of providing the Town Commission non-binding recommendations to assist the Town to continue addressing matters of concern or importance to the Town’s Youth.

Sec. 2-318 DUTIES

The duties of the Pembroke Park Youth Affairs Advisory Board shall be as follows:

- (a) To act in an advisory capacity to the Town Commission; to conduct and hold public meetings in which matters affecting the Town’s youth are considered and discussed;
- (b) To articulate and transmit recommendations to the Commission on matters pertaining to the youth that may be addressed by Commission or Administrative action;
- (c) To perform additional duties related to the City’s youth as may be assigned by the Town Commission or the Town Manager from time to time.

Sec. 2-319 BOARD ACTION ADVISORY ONLY

The actions, decisions, and recommendations undertaken or approved by the Youth Affairs Advisory Board of the Town of Pembroke Park shall not be final or binding on the Town Commission, but shall be advisory only.

Sect. 2-320 COMPOSITION, APPOINTMENT OF MEMBERS, AND TERM

(a) The Town of Pembroke Park Youth Affairs Advisory Board shall consist of five (5) members.

(b) Each member of the Town Commission shall appoint one member to the Board. Appointees to the Board shall be announced publicly by the appointing Commissioner at a regular meeting of the Town Commission.

(c) In making appointments to this Board, consideration shall be given by each Commission to students residing within the Town in grades ten (10) through twelve (12) who are no less than fourteen (14) years old.

(d) Members of the Board shall serve at the pleasure of the appointing member of the Town Commission.

Sect. 2-321 QUALIFICATIONS OF MEMBERSHIP

(a) All individuals appointed by the Town Commission to serve on the Youth Affairs Advisory Board must be full-time residents of the Town.

(b) All board members are required to maintain at least a 2.5 GPA during their time of the Board.

Sect. 2-322 MEETINGS, DATES, PROCEDURES, RECORDS, AND QUORUM

(a) An organizational meeting of the Youth Affairs Advisory Board shall be held at the first meeting of the Board after their appointment and thereafter at the first regular meeting in the month of September of each year or as soon thereafter

as practicable.

(b) A chairperson and vice-chairperson shall be elected for terms of one (1) year by a majority of the Board.

(c) At least one (1) meeting of the Board shall be held on a monthly basis during each academic school year.

(d) Additional meetings may be called by the chairperson, or at the request of the Town Commission or the Town Manager.

(e) Three (3) members in attendance shall constitute a quorum of the Board.

(f) All meetings of the Board shall be open to the public and subject to the requirements of Section 287.011, F.S.

Sec. 2-323. ASSISTANCE TO THE BOARD

(a) The Town Manager, or his or her designee, shall attend board meetings and provide assistance and advice to the Board in its deliberations. The Town Clerk, or his or her designee, shall act as the secretary to the Board and be responsible for providing notice of Board meetings and for recording of meeting minutes. The Town Attorney, or his or her designee, shall act as the Attorney for the Board and attend Board meetings, upon request.

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

Section 4: All sections or parts of the Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflicts.

Section 5: Should any section or provision of this Ordinance, or any portion thereof, of any paragraph, sentence or word, be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof, as a whole or a part thereof other than the part declared to be invalid.

Section 6: This Ordinance shall become effective upon adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2023.**

ATTEST:

ASHIRA MOHAMMED
Mayor

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

JACOB G. HOROWITZ
Interim Town Attorney

VOTE

ASHIRA MOHAMMED	_____
ERIK MORRISSETTE	_____
WILLIAM R. HODGKINS	_____
MUSFIKA KASHEM	_____
GEOFFREY JACOBS	_____



BUSINESS IMPACT ESTIMATE¹

Meeting Date: 11/8/2023

Agenda Item No. 9.3

Summary of Proposed Ordinance and Statement of Public Purpose to be Served ORDINANCE NO. 2023-016

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION"; SPECIFICALLY CREATING ARTICLE XIII; TO BE ENTITLED "YOUTH AFFAIRS ADVISORY BOARD"; PROVIDING FOR THE ESTABLISHMENT OF A YOUTH AFFAIRS ADVISORY BOARD; PROVIDING FOR COMPOSITION; PROVIDING FOR MEETINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR DUTIES AND RESPONSIBILITIES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Estimate of Direct Economic Impact on Private/For Profit Businesses

- a. Estimate of Direct Business Compliance Costs: NONE
- b. New Charges/Fees on Businesses Impacted: NONE
- c. Estimate of Regulatory Costs: NONE

Good Faith Estimate of Number of Businesses Likely Impacted: NONE

Any Additional Information:

¹ Business Impact Estimate does not apply to the following:

- 1. Ordinances required for compliance with federal or state law or regulation;
- 2. Ordinances related to the issuance or refinancing of debt;
- 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- 4. Ordinances required to implement a contract/agreement;
- 5. Emergency ordinances;
- 6. Ordinances relating to procurement;
- 7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).

ORDINANCE NO. 2023-017

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 28, ENTITLED “ZONING” BY SPECIFICALLY AMENDING SECTION 28-209, CREATING SUBSECTION (H) PROVIDING FOR CERTAIN TEMPORARY USES; PROVIDING FOR EXPIRATION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, BH 2550 LLC has petitioned the Town in conformance with Section 28-37 of the Town’s Code to amend certain permitted uses in the MXE Mixed-Use Entertainment District; and

WHEREAS, the Town’s Planning and Zoning Board recommended approval of this ordinance at its October 5, 2023 meeting; and

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

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

WHEREAS, the Town Commission finds it to be in the best interests of the citizens and residents of the Town to amend the Town’s Code of Ordinances in accordance herewith.

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

Section 1: That each of the above stated recitals is hereby adopted and confirmed. All exhibits attached hereto are incorporated herein and made a part hereof.

Section 2: Section 28-209(B)(1)(h) is hereby created to provide certain temporary

uses for the property described in Exhibit “A” attached hereto in the “MXE Mixed-Use Entertainment District” as follows:

Sec. 28-209 Intent

B. Permitted Uses

1. The following uses are permitted in the MXE Mixed Use Entertainment District:
 - a) Accommodation uses including hotel, condominium hotel, extended stay hotel.
 - b) Commercial Recreation uses including indoor and outdoor commercial recreation facilities which are open to the public or require membership.
 - c) Entertainment uses including theater, entertainment venue, convention center, hall-for-hire, aquarium, nightclub, bar, tavern, billiard room, museum, exhibition space.
 - d) Retail uses including antiques, clothing, convenience market, florist, gift, greeting cards, grocery, jewelry, leather goods, newsstand, notions, pharmacy, souvenir, sporting goods, stationery and books and sundry.
 - e) Restaurant uses including bakery, delicatessen and ice cream parlor.
 - f) Office uses including general office, medical office, banks and financial institutions.
 - g) Multi-family Residential uses as specified in Sec. 28-209.C Specific Use Regulations
 - h) Upon Town Commission approval, certain temporary uses may be permitted for the period expiring on January 1, 2028, with the option, upon the written approval of the Town Manager based on the status of the sanitary sewer installation and certification, for two (2) additional two (2) year extensions up to and including January 1, 2033, at which time this provision shall be null and void. The temporary uses controlled by this Section (h) shall be as follows:
 1. On-Street parking pursuant to a duly executed parking use agreement;
 2. Retail showroom and storage; and
 3. Parking uses in conformance with any conditions specified by the Town Commission.

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

Section 4: It is the intention of the Town Commission of the Town of Pembroke Park that the provisions in this ordinance shall become and be made a part of the Code of Ordinances of the town of Pembroke Park, Florida, and that the Sections of this ordinance may be renumbered, re-lettered, and the word “ordinance” may be changed to “Section”, “Article” or such other word or phrase in order to accomplish such intention.

Section 5: If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance.

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

**THE REMAINDER OF THIS PAGE HAS
BEEN INTENTIONALLY LEFT BLANK**

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2023.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2023.**

ATTEST:

AHIRA MOHAMMED
Mayor

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Interim Town Attorney

VOTE

AHIRA MOHAMMED	_____
ERIK MORRISETTE	_____
WILLIAM R. HODGKINS	_____
MUSFIKA KASHEM	_____
GEOFFREY JACOBS	_____

CODE: ~~Strikethrough~~ indicates deletion. Underline indicates additions.



BUSINESS IMPACT ESTIMATE¹

Meeting Date: 11/8/2023

Agenda Item No. 9.4

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

ORDINANCE NO. 2023-017

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 28, ENTITLED "ZONING" BY SPECIFICALLY AMENDING SECTION 28-209, CREATING SUBSECTION (H) PROVIDING FOR CERTAIN TEMPORARY USES; PROVIDING FOR EXPIRATION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Estimate of Direct Economic Impact on Private/For Profit Businesses

- a. Estimate of Direct Business Compliance Costs: NONE
- b. New Charges/Fees on Businesses Impacted: NONE
- c. Estimate of Regulatory Costs: NONE

Good Faith Estimate of Number of Businesses Likely Impacted: NONE

Any Additional Information:

¹ Business Impact Estimate does not apply to the following:

- 1. Ordinances required for compliance with federal or state law or regulation;
- 2. Ordinances related to the issuance or refinancing of debt;
- 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- 4. Ordinances required to implement a contract/agreement;
- 5. Emergency ordinances;
- 6. Ordinances relating to procurement;
- 7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).



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

Agenda Request

Meeting Date:	10/20/2023
Subject:	23-RZ-01 Temporary Use – 2250 SW 30 th Avenue
Initiated by:	☐ Town Commission ☐ Town Attorney ☒ Town Manager / Staff
Prepared by:	Name & Title: Mike Vonder Meulen, AICP, Consultant Town Planner
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Staff Report, Request Letter, Presentation.
Fiscal Impact:	None
Policy Question(s) for Commission Considerations:	Consider placement onto Town Commission meeting for Public Hearing.
Summary:	The applicant would like permission to temporality use the property for specific purposes for a nine year period.
Background:	Full Background and discussion are in the staff report.
Discussion/Analysis:	Full Background and discussion are in the staff report.
Options:	The Town Commission can authorize or not authorize the request.
Advantages:	The property can be used by the property owner while additional improvements (sewer) are design and constructed along SW 30 th Avenue
Disadvantages:	Some of the uses proposed are not permitted by the current zoning code.
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	Placement on a regular agenda for Public Hearing
Additional Action Needed:	None

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



October 20, 2023

To: Mayor & Town Commission

Thru: Aleem Ghany, Interim Town Manager

From: Mike Vonder Meulen, AICP, Consultant Town Planner, KEITH

RE: 23-RZ-01 – Temporary Use
BH 2500 LLC
2550 SW 30th Avenue

Request: Rachel Streitfeld with Caldera Law, agent for the owner, BH 2550 LLC, is requesting approval of temporary uses for 2550 SW 30th Avenue for a period ending January 1, 2033 (approximately 9 years). The temporary uses would allow:

1. On-street parking pursuant to a duly executed parking use agreement;
2. Retail showroom and storage; and
3. Parking uses.

Recommendation: On October 5th, The Pembroke Park Planning and Zoning Board unanimously recommended approval of the temporary use. The Consultant Town Planner has no objection to the applicant's request subject to the following conditions:

1. For On-street parking. The parallel and/or 45 degree on-street parking must continue to provide safe through traffic along SW 30th Avenue, must be limited to standard vehicles (cars and light trucks) and subject to a Town approved parking use agreement.
2. Parking uses on the property are limited to storage of vehicles. Storage of freight/truck Wreacked or salvaged vehicles is not permitted. No repairs are permitted unless performed within a wholly contained building. The site must meet the vehicle storage requirements found in the C-1 district of the zoning code.
3. All uses not permitted under the MXUE zoning district must be removed by January 1, 2033, and property must be returned to its original state and/or sodded unless a permit has been issued for a permitted use/structure.

Staff recommendation is the same as what was recommended by the Planning and Zoning Board; however, staff would like to see a tiered period for the temporary use starting with five (5) years and extending every two (2) years up to a maximum of nine(9) years subject to the status of the installation of sewer system on SW 30th Avenue.

Background: On March 8, 2023, the Town of Pembroke Park created a new zoning district MXUE (Mixed Use Entertainment District) and rezoned all properties on SW 30th Avenue north of Hallandale Beach Blvd.

On August 3, 2023, the Town held a Development Review Committee meeting for Park 95, a proposed site plan for a hotel and residence project (23-SP-03) on the subject site. Shortly after the meeting, it was realized by the applicant that the proposed sewer improvements for SW 30th Avenue were not fully developed as the applicant had contemplated.

The sewer improvements along SW 30th Avenue have been discussed and design of the system has been contemplated. However, at this time, the sewer system has not been designed permitted constructed, nor funded. The earliest the system could be ready if the system was designed and funded would be 2026.

In review of the use request #1, the petitioner states that the on-street parking is proposed to be 45 degrees. If 45 degree parking is permitted by the Town under a parking use agreement, Town staff will review the proposed plan to must sure traffic can proceed safely along SW 30th Avenue prior to site plan approval and issuance of a building permit.

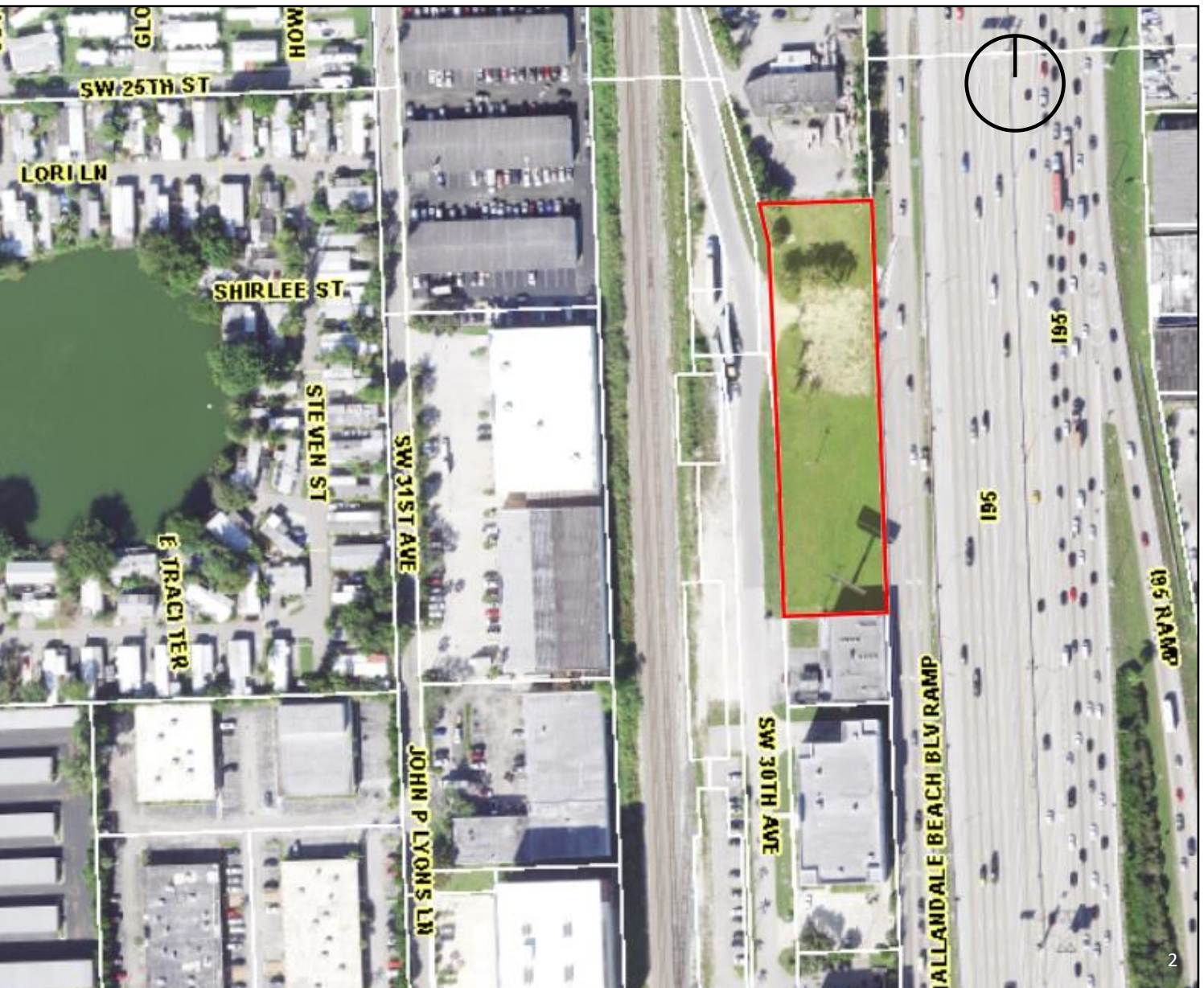
Request #2 would be considered a permitted use under the MXUE zoning code. There is no objection to this request.

In review of request #3, it appears the petitioner is requesting to use the property to store vehicles. If the Town agrees to allow this temporary use, there is criteria in the C-1 zoning district on how to handle vehicle storage at a repair shop. This criteria should be implemented which include a wall and five feet of landscaping in front of the wall.

2250 SW 30th Avenue Temporary Use

Town of Pembroke Park
Town Commission Workshop
October 25, 2023





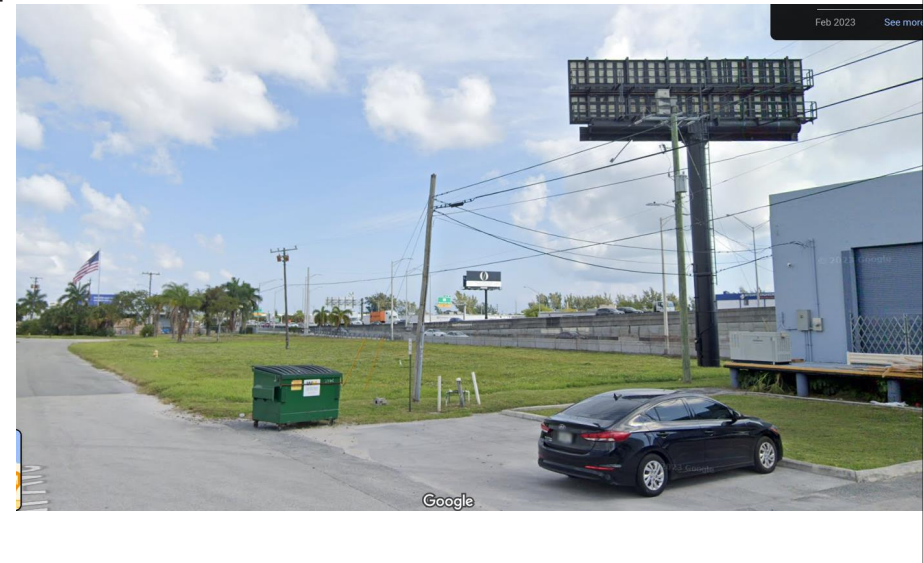
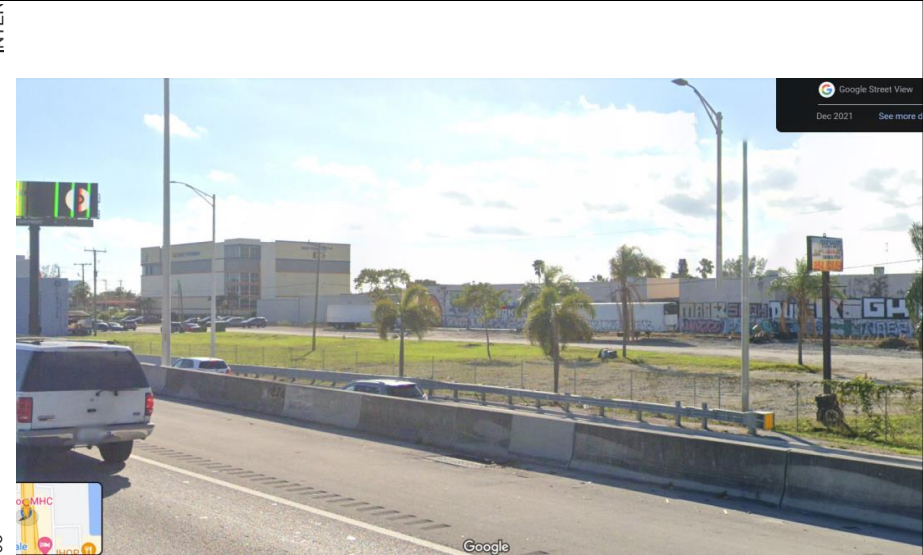
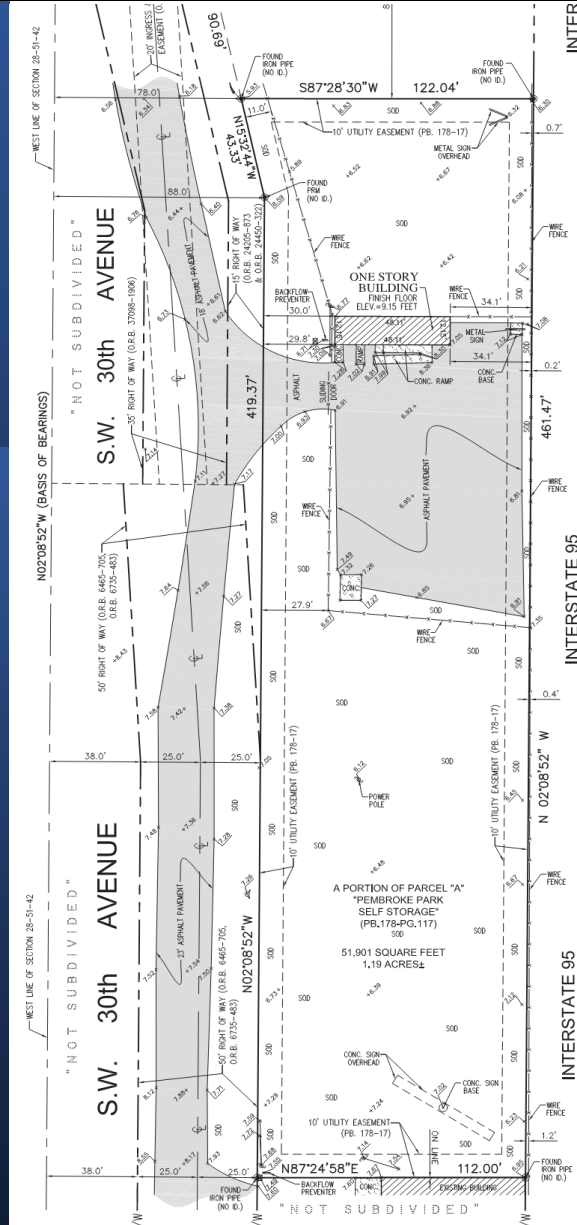
LOCATION MAP

Proposed Uses

On-street Parking

Show Room & Storage

Parking Uses



Engineering Inspired Design.



September 27, 2023

Mr. Aleem Ghany, P.E.
Acting Town Manager
1350 S.W. 52nd Avenue
Pembroke Park, Florida 33023
aghany@tppfl.gov

RE: Owner Petition to Amend Permitted Uses at 2550 S.W. 30th Avenue

Dear Mr. Ghany,

This law firm represents the owner of the property in the Town of Pembroke Park (the "Town") with the address of 2550 S.W. 30th Avenue (the "Property"). Pursuant to Ch. 28-37, which enables an owner to ask the Town to amend the regulations controlling Owner's property, Owner respectfully requests the Town amend permitted uses in the MXE district to allow the redevelopment of the Property.

More specifically, the Owner requests an amendment to Ordinance 2023-002, creating the MXE Mixed-Use Entertainment District in the Town. Ordinance 2023-003 rezoned 16.5 acres along S.W. 30th Avenue from M-1 and B-1 to "Mixed-Use Entertainment District." The Property was impacted by the subject rezoning to the effect that reasonable use is prohibited at this time by the existing MXE code language. To remedy this fact, Owner requests the Town amend Ordinance 2023-002 by adding the language below.

Section 28-209(B)(1)(h): For the land described in Exhibit "A", certain temporary uses are permitted for a period expiring January 1, 2033, at which time this provision will be null and void and no such uses will be permitted by the Town. The temporary uses controlled by this section are the following:

1. On-street parking pursuant to a duly executed parking use agreement; and
2. Retail showroom and storage; and
3. Parking uses.

This proposed amendment is in the best interests of the Town and the proper administration of its government, as well as in the best interests of the health, safety, welfare, and aesthetics of the community. The proposed amendment encourages the redevelopment of the Property. The requisite survey and plot plan are attached to this petition. Please contact me should you have any questions regarding this petition or its supporting materials.

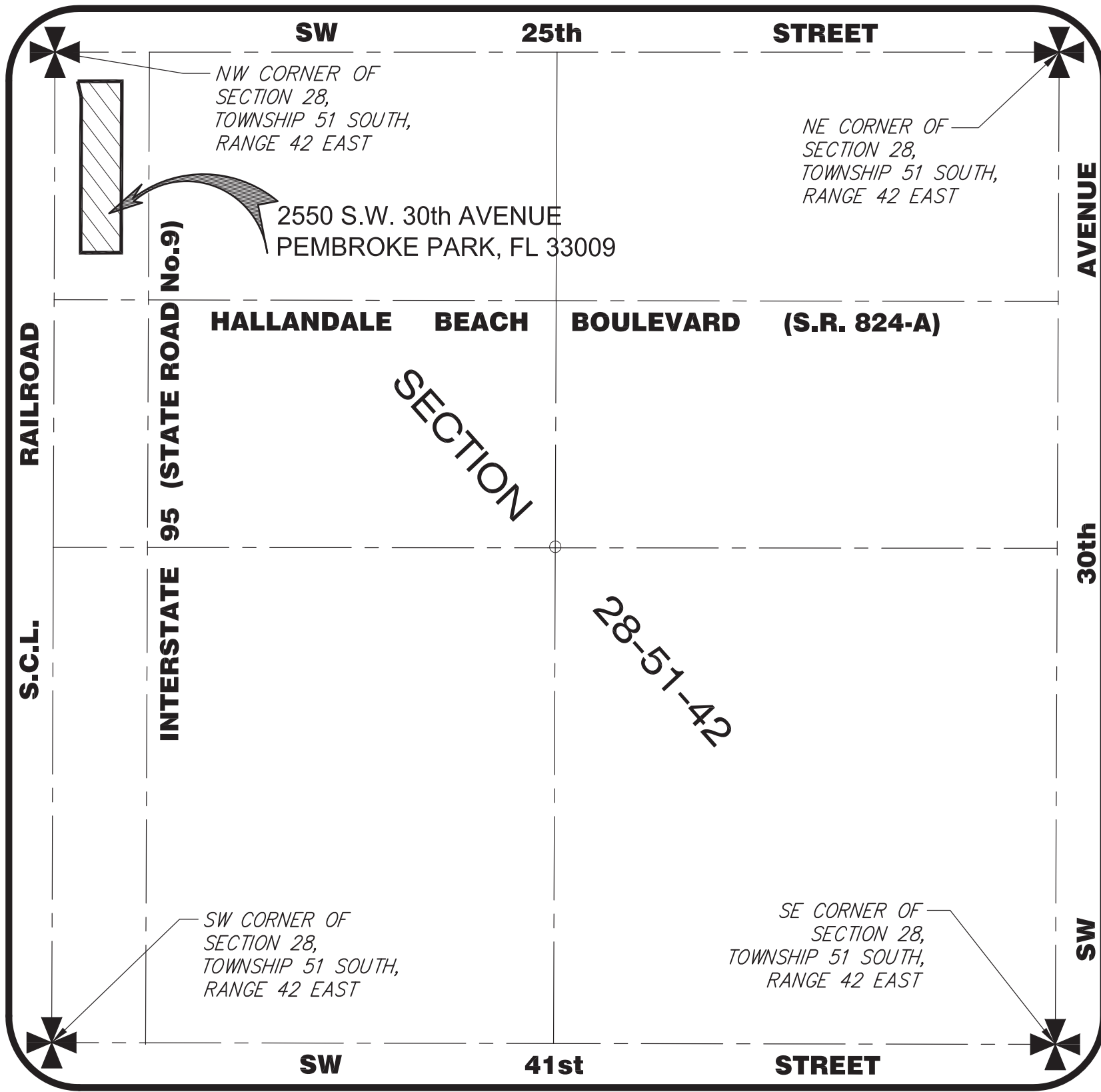
Sincerely,

Rachel A. Streiffeld
Counsel to Owner

cc: Marlen Martell, Town Clerk
Michael Vonder Meulen, Town Planner
Daniel Foganholi, Broward County District 1 School Board Member

Owner Petition: 2550 SW 30th Avenue
Exhibit "A": Legal Description

Lot A, less the North 88.36 feet, PEMBROKE PARK SELF STORAGE, according to the map or plat thereof as recorded in Plat Book 178, Page 117, Public Records of Broward County, Florida.



LOCATION MAP
SECTION 28, TOWNSHIP 51 SOUTH, RANGE 42 EAST.
SCALE : 1" = 300'

SURVEYOR'S REPORT:

1. MAP OF ALTA/NSPS LAND TITLE SURVEY:

Fieldwork date of data acquisition: May 11, 2021.

2. LEGAL DESCRIPTION:

Lot A, less the North 88.36 feet, "PEMBROKE PARK SELF STORAGE", according to the Map or Plat thereof as recorded in Plat Book 178, Page 117, of the Public Records of Broward County, Florida.

Solid lands situate, lying and being in Broward County, Florida.

(Legal Description as per Commitment Order Number 950779-2 U1 ; prepared by Old Republic National Title Insurance Company, effective date: April 17, 2021 @ 11:00 P.M.). The above legal description describes the same property as in Schedule A, Exhibit A of Commitment Order Number 950779-2 issued by Old Republic National Title Insurance Company bearing an effective date of April 17, 2021.

Property Address: 2550 S.W. 30th Avenue, Pembroke Park, Florida, 33009.
Property ID number: 5142-28-71-0010

3. AREA:

Containing 51,901 Square Feet or 1.19 Acres, more or less, by calculations.

4. ACCURACY:

The accuracy obtained by measurement and calculations of a closed geometric figure was found to exceed this requirement.

5. DATA OF SOURCES:

HORIZONTAL CONTROL:

- 1.—The Legal Description was furnished by Old Republic National Title Insurance Company.
- 2.—North arrow direction is based on an assumed Meridian. Bearings as shown hereon are based upon the West Line of Section 28-51-42, with an assumed bearing of N02°08'52"W, said line to be considered a well established and monumented line.

VERTICAL CONTROL:

Elevations as shown hereon are based on the North American Vertical Datum of 1988 (NAVD 88). A Broward County's Benchmark Number 1178 was used its Elevation was converted by subtraction 1.59'.

BM Elevations 9.34 (NGVD 1929) -1.59'= 7.75 (NAVD 88).

Location:

"Square" cut in concrete sidewalk, 73' South of Centerline of Hallandale Beach Boulevard Median, below the North Bound of I-95 overpass,

95' West of East end of sidewalk.

6. FLOOD INFORMATION:

This property appears to be located in Flood Zone "X" , as per Federal Emergency Management Agency (FEMA) Community-Panel Number 120052, Map No. 12011C0731, Suffix H, Effective Date: 08-18-2014 and Revised Date: 10-02-1997.

The vertical control element of this survey was derived from the North American Vertical Datum of 1988.

7. LIMITATIONS:

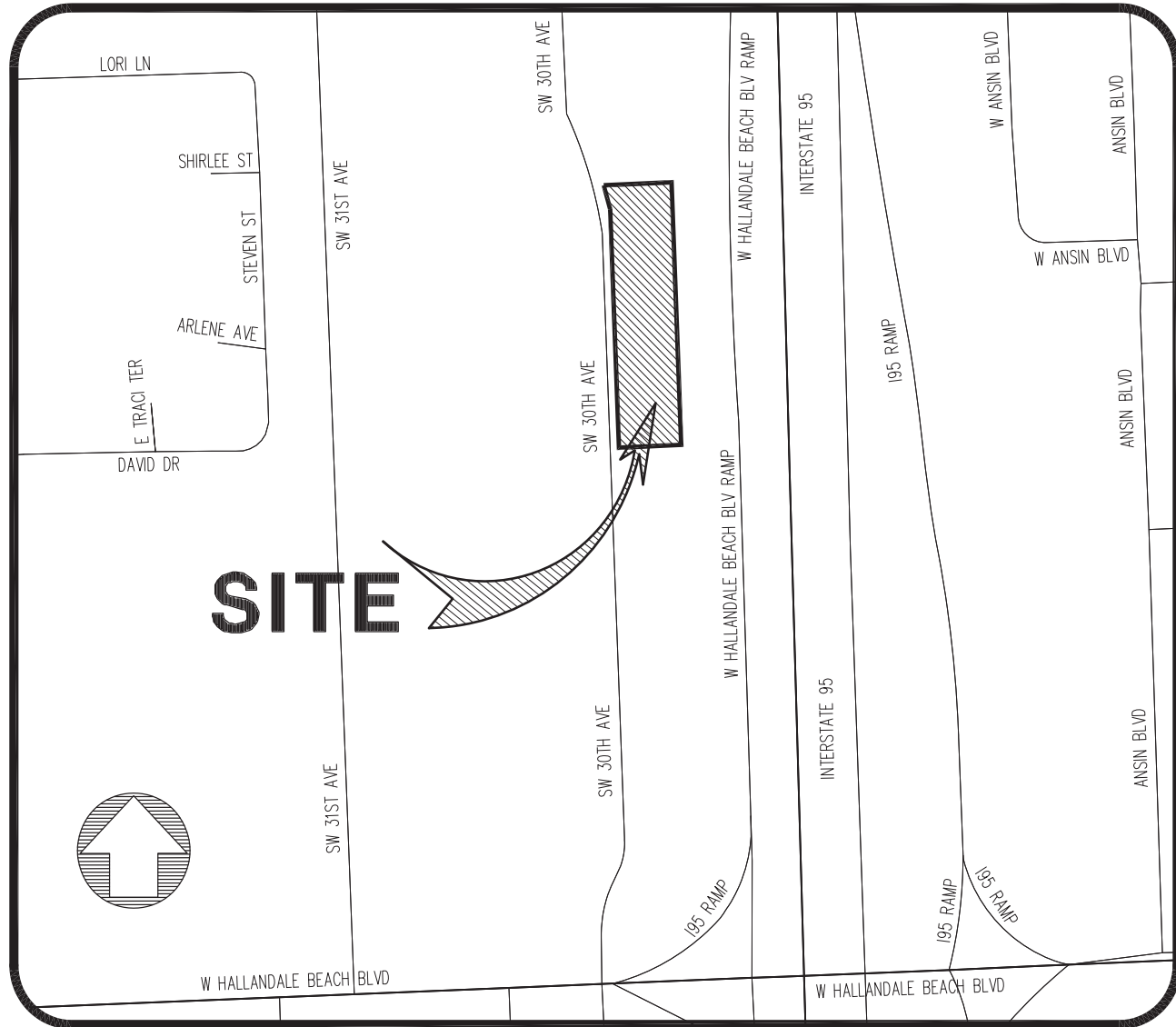
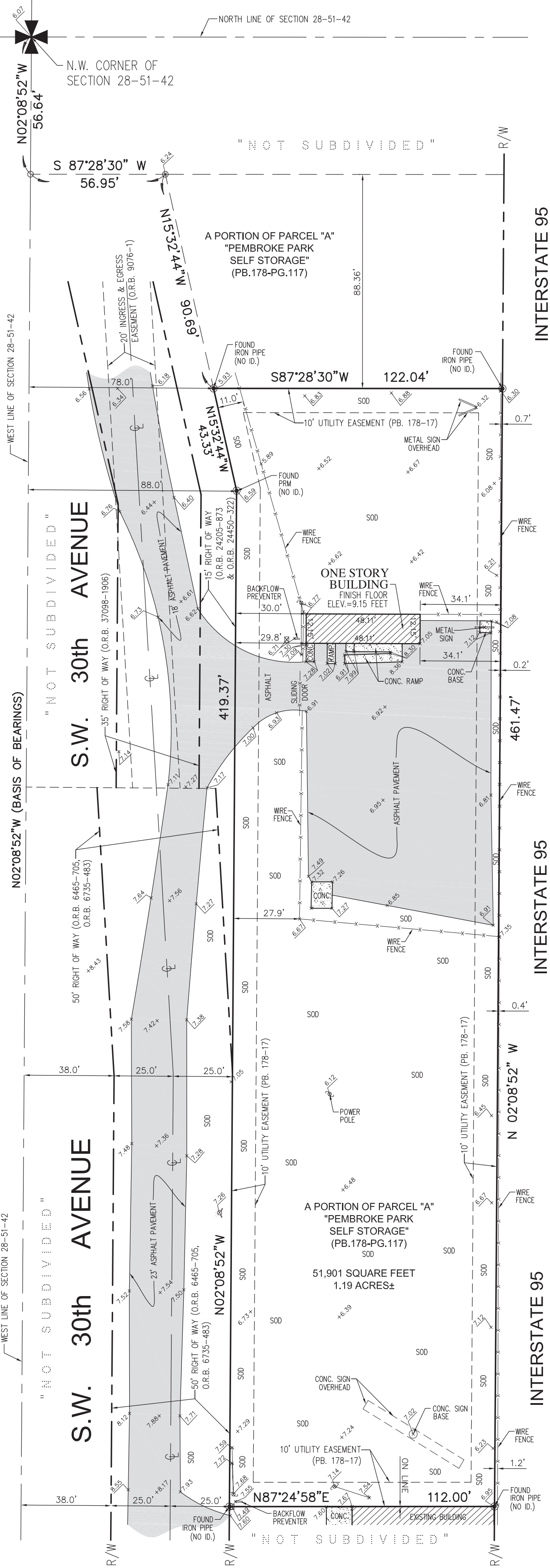
- No determination was made as to how the site can be served with utilities.
- Fences and walls ownership by visual means only; legal ownership not determined.
- No underground utilities and/or structures (foundations) was located within or abutting the Subject property.

8. STATEMENT OF ENCROACHMENTS:

-No visible encroachments from the Subject premises onto the adjoining premises neither from adjoining premises onto the Subject premises.

**ABBREVIATIONS
AND LEGEND**

	= CENTRAL ANGLE
	= WOOD FENCE
	= WIRE FENCE
	= C.B.S. WALL
	= FIRE HYDRANT
	= WATER METER
	= ELECTRIC BOX
	= CONCRETE
	= SPOT ELEVATION
	= CATCH BASIN
	= IDENTIFICATION
	= ASPHALT
	= SIDEWALK
	= AIR CONDITIONING PAD
	= ARC DISTANCE
	= CONCRETE BLOCK W/ STUCCO
	= BLOCK CORNER
	= MANHOLE
	= MONUMENT LINE
	= CENTER LINE
	= CONCRETE
	= FOUND IRON PIPE
	= FOUND NAIL & DISK
	= FOUND REBAR
	= NOT TO SCALE
	= OFFICIAL RECORDS BOOK
	= PLAT BOOK
	= PERMANENT CONTROL POINT
	= PAGE
	= POINT OF BEGINNING
	= POINT OF COMMENCEMENT
	= PROPERTY LINE
	= RADIUS
	= RADIAL
	= RECORDED & MEASURED
	= RESIDENCE
	= RIGHT-OF-WAY
	= SECTION
	= FINISH FLOOR ELEVATION



VICINITY MAP
NOT TO SCALE

9. CLIENT INFORMATION:

This ALTA/NSPS Land Title Survey and the Survey Map resulting therefrom was prepared at the request of:
BH 2550 LLC.

10. ADDITIONAL NOTES:

- 1.— Present Zoning: M-1 – Limited Manufacturing and Industrial District Zone.
- 2.— No visible or apparent cemeteries lying within the subject property.
- 3.— Utilities available for this site as shown on Sketch, and should be verified before construction.
- 4.— Adequate ingress and egress to the premises is provided by S.W. 31th Avenue (Public Road).

11. NOTES CORRESPONDING TO SCHEDULE B-SECTION II:

SUBJECT TO:

The exceptions of Schedule B-II appeared on Commitment Order Number 950779-2 U1; prepared by Old Republic National Title Insurance Company, effective date: April 17, 2021 @ 11:00 P.M.), and furnished to the undersigned land surveyor to show any matter of records affecting the subject property as follows:

- Item # 1 to 5: Not Addressed.
 - Item # 6: All matters contained on the Plat of Pembroke Park Self Storage, as recorded in Plat Book 178, Page 117, Public Records of Broward County, Florida.
 - Does apply to the Subject Property and are plotted in the Survey.
 - Item # 7 Easement Agreement recorded in O.R. Book 18939, Page 454, Public Records of Broward County, Florida.
 - Does not apply to the Subject Property.
 - Item # 8 National Advertising Company Lease Agreement recorded in O.R. Book 21131, Page 883, Public Records of Broward County, Florida.
 - Does apply to the Subject Property containing blanket conditions.
 - Item # 9: Developer's Agreement recorded in O.R. Book 21975, Page 214, Public Records of Broward County, Florida.
 - Does apply to the Subject Property containing blanket conditions
 - Item # 10 Bill of Sale Absolute recorded in O.R. Book 25046, Page 821, Public Records of Broward County, Florida.
 - Memorandum of Lease Agreement recorded in O.R. Book 25810, Page 50, Public Records of Broward County, Florida.
 - Does apply to the Subject Property containing blanket conditions.
 - Item # 11: Not Addressed.
- All of the recording information contained herein refers to the Public Records of Broward County, Florida, unless otherwise indicated.

12. CERTIFICATIONS:

BH 2550 LLC, a Florida limited liability company; City National Bank of Florida, ISAOA, ATIMA
The Law Office of Iana Kalichman-Artzy, PA; Old Republic National Title Insurance Company
Carlos Garcia, P.A.

SURVEYOR'S CERTIFICATE:

This is to certify that this Map or Plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6a, 6b, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18 and 19 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Florida, the Relative Positional Accuracy of this survey does not exceed that which is specified herein.

This Survey includes the ALTA/NSPS Table A Requirement Nos. 16-19:

- Requirement No. 16: There is not evidence of earth moving work or construction on the property.
- Requirement No. 17: There is not evidence of changes in the street of ways or street or sidewalk construction or repairs observed.
- Requirement No. 18: There is not evidence of wetlands or markers observed.
- Requirement No. 19: There are no plottable offsite easements or servitudes.

Minimum Standards Detail Requirements for ALTA/NSPS Land Title Surveys were adopted by:
Board of Governors, American Land Title Association on October 8, 2015.
American Land Title Association, 1828 L. St. N.W. Suite 705, Washington, D.C. 20036. www.alta.org

Board of Directors, National Society of Professional Surveyors on October 9, 2015.
National Society of Professional Surveyors, Inc. 5119 Pegasus Court, Suite Q, Frederick, MD 21704 www.nspss.us.com

Not valid without the signature and the original raised seal of Florida Licensed Surveyor and Mapper. Additions or deletions to Map of ALTA/NSPS Land Title Survey by other than signing party or parties is prohibited without written consent of the signing party or parties.

BENNY SUAREZ SURVEYING INC., a Florida Corporation
Florida Certificate of Authorization Number LB8104

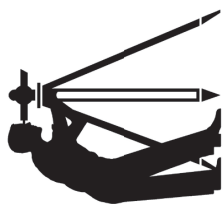
Benigno J. Suarez

By: _____ Date: _____
Benigno J. Suarez, PSM
Registered Surveyor and Mapper LS6583
State of Florida

Digitally signed by Benigno J. Suarez
Date: 2021.05.14 10:49:17 -04'00'

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

**BENNY SUAREZ
SURVEYING INC.**
4170 S.W. 152nd PATH, MIAMI, FLORIDA 33185
PH:(305)807-8319 Email: benysuarez@msn.com



DESCRIPTION

No. DATE

ALTA / NSPS LAND TITLE SURVEY
BH 2550 LLC.

2550 S.W. 30th AVENUE., PEMBROKE PARK, FL. 33009

JOB No: 2021-070
DRAWN BY: L.M.
CHECKED BY: B.J.S.
FIELD BOOK: FILE
DATE: 05/14/2021
SCALE: AS SHOWN
SHEET: 1 OF 1

06/16/2023



2550 PARK STORAGE



2516 SW 30TH AVE

2685 SW 30TH AVE

2875 SW 30TH AVE

3000 SW 30TH AVE

SW 30TH AVENUE EAST SIDE



HALLANDALE BEACH BLVD NORTH

HALLANDALE BEACH BLVD SOUTH

NEIGHBORHOOD CONTEXT AERIAL



3031 SW 31ST AVE



3000 SW 30TH AVE



101 ANSIN BLVD



2900 COUNTRY CLUB LN



3000 W HALLANDALE BEACH BLVD



1091 W HALLANDALE BEACH BLVD

SW 30TH AVE

I-95

COUNTRY CLUB LN

I-95

HALLANDALE BEACH BLVD NORTH SIDE

HALLANDALE BEACH BLVD SOUTH SIDE

RAMOSMARTINEZarchitects

MIAMI 855 W FLAGLER ST SUITE 205 MIAMI, FL 33130
NEW YORK 11 ERIE STREET 2ND FLOOR JERSEY CITY, NJ 07302
WEBSITE: www.rmarq.com
TELEPHONE: 305-548-3006

PARK 95
FOR
BH 2550 LLC
AT
2550 SW 30TH AVENUE
PEMBROKE PARK, FLORIDA 33009

STRUCTURAL ENGINEER: SEAL:

MECHANICAL ENGINEER:
Humberto J Ramos
Digitally signed by Humberto J Ramos
DN: cn=Humberto J Ramos,
o=RAMOSMARTINEZ ARCHITECTS, C=US
Date: 2023.08.18 09:08:48-0400

CIVIL ENGINEER:
AM CIVIL, INC.
Andrie Martinez, P.E.

LANDSCAPE ARCHITECT:
ARCHITECT
HUMBERTO RAMOS
AR 0017833

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PROPERTY OF RAMOSMARTINEZ ARCHITECTS, INC. REPRODUCTION, DISTRIBUTION OR
ALTERATION IS PROHIBITED WITHOUT WRITTEN AUTHORIZATION BY THE ARCHITECT.

KEY PLAN:

COMM. NO.:	22-165	NO. REVISION:	DATE:
DATE:	NOV-2022		
DRAWN BY:	D.M.		
CONTENT:	CONTEXT SHEET		

SHEET NUMBER:
SP-1.2

Michael Vonder Meulen

From: Rachel Streitfeld <rachel@caldera.law>
Sent: Tuesday, October 3, 2023 12:40 PM
To: Aleem Ghany; Michael Vonder Meulen
Cc: jhorowitz@gorencherof.com; Town Clerk
Subject: 2550 SW 30th Ave - Petitioner responses

Good afternoon again: while we are waiting to establish quorum for Thursday's meeting, here are my clients responses to the questions posed by the Town on this petition:

- Request 1 is somewhat straight forward. I would like to find clarification on the on-street parking. Will the on=street parking be parallel with the road? Back-out parking would not be permitted. Also the on-street parking should not include school busses. **Angled (45 degree) parking is envisioned. No back-out parking will be permitted.**
- Request 2 would actually be considered a permitted use under the MXUE zoning code. There is no objection to this request. **Understood.**
- Request 3 needs some clarification. It appears the petitioner wants to use the property to store school buses when not in use.
 - Will this storage be outdoor or within an enclosed building? **Outdoor.**
 - Will the buses/vehicles be repaired at this site? If yes, repairs must be performed within a fully enclosed building. **No repairs.**
 - Will there be long lines/staking of vehicles entering and existing the site at peak/off-peak hours? A traffic study would be required at the time of site plan approval. **No.**
 - The term "parking" is vague. I assume the petitioner would like to leave he option open to store (park) other types of vehicles if the bus storage is not finalized with the school board. There is some criteria in the C-1 zoning district on how to handle vehicle storage at a repair shop which could be implemented which include a wall and five feet of landscaping in front of the wall. Is the petitioner amenable to this condition? **The petitioner is open to discussion.**

Best,
Rachel

LICENSE AGREEMENT

THIS IS AN AGREEMENT, made this 8TH day of November, 2023 by and between:

THE TOWN OF PEMBROKE PARK, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, with an address of 3150 SW 52 Avenue, Pembroke Park, FL 33023, hereinafter referred to as “TOWN”

and

PARK LAKE, INC., with a business address of 3184 w Hallandale Beach Boulevard, Pembroke Park, FL 33009, hereinafter referred to as “ASSOCIATION.”

WHEREAS, the ASSOCIATION is composed of 677 residences, the majority of which are used as vacation homes, causing the community to remain mostly vacant throughout the year; and

WHEREAS, the ASSOCIATION has requested to replace the existing manned gates located at 224 Lake Shore Drive, more particularly described as Exhibit “A” (the “Property”), with automatic gates; and

WHEREAS, the ASSOCIATION has agreed to address certain matters related to the TOWN’S access to the lift station located directly across from the ASSOCIATION’S manned gates that is used by the Town to maintain the Association’s sanitary sewer collection; and

WHEREAS, the ASSOCIATION has agreed to grant TOWN a non-exclusive easement to enter and go upon the Property for the purpose of maintaining and operating the existing sanitary sewer collection system, which is located across from the ASSOCIATION’S gates; and

WHEREAS, at its regular meeting on November 8, 2023, the Town Commission found that permitting the placement of automatic motorized access gates and the ancillary infrastructure required to support the operation of the access gates (the “Access Gates”) on public property served a legitimate municipal and public purpose; and

WHEREAS, in support of this finding, the Town Commission concluded that permitting the ASSOCIATION to place the Access Gates on public property would result in a safer and more secure neighborhood for the residents of Park Lake.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the TOWN and ASSOCIATION as follows:

1. **DESCRIPTION OF THE PREMISES**

{00581985.3 3399-0000000 }

TOWN hereby grants to the ASSOCIATION the right, license, and privilege of placing automatic motorized access gates and the ancillary infrastructure required to support the operation of the access gates at 224 Lakeshore Drive, Hallandale, FL. 3009, on the Property, as more particularly described, in part, in **Exhibit “A”** attached hereto and by this reference made a part hereof subject to the terms and conditions set forth in this Agreement.

2. ASSOCIATION DUTIES

The ASSOCIATION agrees to remove the bollards presently impeding access to TOWN’s lift station located across from the Property. The ASSOCIATION further agrees to work with the Town to replace any existing Town property that may be affected by the installation of the automatic gates, to repave the area adjacent to the TOWN’s lift station on Lake Shore Drive, to create a parking space to allow the TOWN’s Public Works Department to park at the lift station, and to post signage indicating that the immediate area surrounding the lift station and parking space is accessible only to the Town’s Public Works vehicles. The ASSOCIATION agrees that compliance with all of the terms in this section shall be the ASSOCIATION’S sole responsibility and that all work required herein shall be administered solely at ASSOCIATION’s cost.

3. EASEMENT

ASSOCIATION further agrees to grant TOWN a non-exclusive easement to enter and go upon the Property at all times for the purpose of maintaining and operating the existing sanitary sewer collection system as is necessary in the sole discretion of TOWN as determined by the Public Works Director to maintain the proper functioning of the existing sanitary sewer collection system.

4. TERM

This Agreement shall commence on _____ (“Commencement Date”) and shall terminate on _____ (“Termination Date”), unless terminated prior to Termination Date in accordance with the terms set forth herein.

5. USE OF PREMISES

ASSOCIATION shall use and occupy the Property for the sole, limited purpose of operating the Access Gates. ASSOCIATION covenants that it will not, without written consent of the TOWN, install infrastructure that is unrelated to the operation of the Access Gates or permit the Property to be used or occupied by any other person, firm, entity or corporation other than ASSOCIATION or its agents. ASSOCIATION further covenants that no dangerous, nuisance or hazardous material shall be permitted to be placed in the on the Property and nothing shall be kept around the Gates that will increase the risk of any hazard, fire or catastrophe. ASSOCIATION shall not permit the licensed Premises to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

6. ASSIGNMENT

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ASSOCIATION shall have no authority to assign any portion of the Premises during the Term of this Agreement. Should ASSOCIATION attempt to assign this license, then the license shall be terminated forthwith without prior notice to ASSOCIATION.

7. DAMAGE TO PREMISES

ASSOCIATION agrees that all personal property, inventory, or stock placed on the Premises shall remain the property of ASSOCIATION, and shall be placed on the Premises at the risk of the ASSOCIATION. ASSOCIATION shall give the TOWN prompt written notice of any occurrence, loss, incident or accident occurring on the licensed Premises.

8. INSPECTIONS

TOWN, its agents, or authorized employees may enter upon the Premises at all reasonable times and hours, to examine same to determine if ASSOCIATION is properly maintaining the Premises according to this Agreement.

9. INDEMNIFICATION

To the extent that personal property is placed on the Premises, it is at ASSOCIATION's sole risk. ASSOCIATION hereby agrees to defend, pay, indemnify and hold the TOWN free and harmless from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including but not limited to reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or from or on account of any occurrence in, upon, at or from the placement of the Access Gates.

10. INSURANCE

OBTAIN FROM RISK

11. MAINTENANCE OF LICENSED PREMISES AND UTILITIES

The ASSOCIATION agrees to maintain the Premises and all personal property placed thereon in accordance with the terms and conditions of this Agreement and consistent with prudent and well-reasoned maintenance procedures and techniques.

12. AMENDMENTS

It is agreed that no modifications, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. SURRENDER UPON TERMINATION

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Upon the conclusion of the term, or upon termination of this Agreement, ASSOCIATION agrees to peaceably surrender and deliver the premises to the TOWN in substantially the same condition as it was delivered to ASSOCIATION at the beginning of this Agreement, ordinary wear and tear excluded. Furthermore, ASSOCIATION agrees to remove from the Premises at their expense, any personal property or inventory placed therein. Upon completion of removal the condition of the Premises shall be safe and not a hazard.

14. WAIVER

Failure of the TOWN to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.

15. TERMINATION

This Agreement may be terminated by either party during the term hereof upon thirty (30) calendar days' written notice to the other of its desire to terminate this Agreement.

16. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the ASSOCIATION is an independent contractor under this Agreement and not the TOWN's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The ASSOCIATION shall retain sole and absolute discretion in the judgment of the manner and means of carrying out ASSOCIATION's activities and responsibilities hereunder. The ASSOCIATION agrees that it is a separate and independent enterprise from the TOWN, that it has full opportunity to find other business, that it make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the ASSOCIATION and the TOWN and the TOWN will not be liable for any obligation incurred by ASSOCIATION, including but not limited to unpaid minimum wages and/or overtime premiums.

17. NOTICES

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the

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present, the ASSOCIATION and the TOWN designate the following as the respective places for giving of notice:

TOWN: Aleem Ghany, Acting Town Manager
Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023
Telephone No. (954) 966-4600
Facsimile No. (954) 966-9781

Copy To: Jacob G. Horowitz, Interim Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

ASSOCIATION: Park Lake, Inc.

Telephone No. (954) _____
Facsimile No. (954) _____

18. BINDING AUTHORITY

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

19. LAWS AND ORDINANCES

The Parties agree to observe all laws and ordinances of the TOWN, county, state, federal or other public agencies directly relating to the operations being conducted on the Premises.

20. SEVERABILITY

If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

21. GOVERNING LAW

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This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

22. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the TOWN and the ASSOCIATION and supersedes all prior negotiations, representations or agreements, either written or oral.

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

ATTEST:

TOWN OF PEMBROKE PARK

By: _____
Aleem Ghany, Acting Town Manager

Marlen D. Martell, TOWN Clerk

APPROVED AS TO FORM:

Office of the Interim Town Attorney

PARK LAKE, INC

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

ON THIS ____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, personally known to me, or who has produced _____ as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that (s)he executed the same on behalf of said Association and that (s)he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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NOTARY PUBLIC

Print or Type Name

My Commission Expires:

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JGH/PBH

Page 7 of 7

EXHIBIT “A”
Description of Licensed Premises

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JGH/PBH

Page 8 of 7

2

DOCUMENT COVER PAGE

INSTR # 102041166
OR BK 33389 Pages 1880 - 1888
RECORDED 07/03/02 15:18:26
BROWARD COUNTY COMMISSION
DEPUTY CLERK 1034
#2, 9 Pages

Incorporated in and becoming a PERMANENT PART of:

This Space Reserved for County Recorder Use

Document Description:

AGREEMENT

(Title of document - i.e. Warranty Deed, Mortgage, Assignment of Mortgage)

Executed by:

TOWN OF PEMBROKE PARK and PARK LAKE, INC.

To:

PARK LAKE, INC.

Brief Legal Description:
(if applicable)

A portion of the Southeast 1/4 and portion of the Southwest 1/4
of the Northeast 1/4 of Section 29, Township 51 South, Range 42
West

RYAN & RYAN, P.A.
→ WILL CALL BOX 60 ←

⇒ Return Recorded Document to:
(Name & Address)

— Christopher J. Ryan, Esq.
— Ryan & Ryan, P.A.
— 700 E. Dania Beach Blvd. 3rd FL
— Dania Beach, Florida 33004-3090

9

AGREEMENT

THIS AGREEMENT made and entered into by and between TOWN OF PEMBROKE PARK, Florida, a municipal corporation of the State of Florida, 3150 SW 52 Avenue, Pembroke Park, Broward County, Florida 33023, hereinafter referred to as "TOWN", and PARK LAKE, INC., a Florida corporation, 3184 West Hallandale Beach Boulevard, Pembroke Park, Florida 33009, hereinafter referred to as "PARK OWNER".

WITNESSETH

WHEREAS, TOWN maintains a sanitary sewer collection system for the benefit of the health, safety and welfare of the residents and property owners of the TOWN; and

WHEREAS, PARK OWNER is the owner of a mobile home park located in TOWN on the real property legally described in the attached Exhibit "A", and hereafter referred to "Subject Property"; and

WHEREAS, PARK OWNER has constructed an existing private sanitary sewer collection system located on the Subject Property which is connected to TOWN's sanitary sewer collection system; and

WHEREAS, the TOWN has been maintaining and operating existing sanitary sewer collection systems in mobile home parks throughout the Town for more than 25 years; and

WHEREAS, TOWN's sanitary sewer collection system is directly impacted by the effluent it receives from PARK OWNER'S private existing sanitary sewer collection system and it is in the best interest of TOWN to maintain and operate PARK OWNER'S sanitary sewer collection system to guarantee it is functioning properly; and

WHEREAS, the parties desire to enter into an agreement setting forth the terms and conditions for PARK OWNER to convey its private existing sanitary sewer collection system to TOWN and to grant TOWN an easement over the Subject Property for the maintenance of the existing sanitary sewer collection system.

NOW THEREFORE, in consideration of the foregoing premises and in mutual terms and conditions herein, TOWN and PARK OWNER hereby agree as follows:

1. The above listed recitals are true and are incorporated in this Agreement by reference.
2. PARK OWNER agrees to convey to TOWN by Bill of Sale Absolute all of its right, title

and interest in the sanitary sewer collection lines, lift stations, pumps, manholes, forcemains and related equipment which comprises the existing sanitary sewer collection system, hereinafter referred to as "existing sanitary sewer collection system", located on the Subject Property concurrently with the execution of this Agreement. The existing sanitary sewer collection system referred to in this Agreement shall terminate at the sanitation "T" located at each mobile home or recreational vehicle lot. Said Bill of Sale Absolute shall be in the form and content as per the attached Exhibit "B". The term "existing sanitary sewer collection system" shall have the same meaning as the definition stated herein for the Bill of Sale Absolute, the Easement Deed and any other documents relating to this Agreement.

3. PARK OWNER further agrees to grant TOWN a non-exclusive easement to enter and go upon the Subject Property at all times for the purpose of maintaining and operating the existing sanitary sewer collection system as is necessary in the sole discretion of TOWN as determined by the Public Works Director to maintain the proper functioning of the existing sanitary sewer collection system.

4. PARK OWNER agrees to grant an easement to TOWN concurrently with the execution of this Agreement which easement will set forth TOWN'S rights listed in the preceding paragraph and said easement will be recorded in the Public Records of Broward County, Florida.

5. This Agreement may be terminated in its entirety by PARK OWNER upon ninety (90) days written notice to TOWN. Upon termination of this Agreement, TOWN agrees to vacate its easement on the Subject Property and to reconvey the existing sanitary sewer collection system to PARK OWNER by Bill of Sale Absolute. The existing sanitary sewer collection system shall be reconveyed to PARK OWNER in its condition existing on the date of termination of the Agreement, and TOWN shall have no further responsibility to repair, rehabilitate, upgrade, reconstruct or otherwise modify the existing sanitary sewer collection system following reconveyance to PARK OWNER. TOWN will not be responsible to maintain or operate the sanitary sewer collection system on the Subject Property after it has been reconveyed to PARK OWNER.

In the event the PARK OWNER exercises its option under this section to terminate the Agreement, the parties agree that the consideration from the PARK OWNER to the TOWN to reconvey the existing sanitary sewer collection system and to release the Easement shall be TEN (\$10.00) DOLLARS.

6. This Agreement may be modified by PARK OWNER upon ninety (90) days written notice to TOWN which modification may reduce the area of the Subject Property encumbered by the easement from PARK OWNER to TOWN. In the event of a reduction in the area of the Subject Property encumbered by the easement, TOWN will reconvey by Bill of Sale Absolute to PARK OWNER the existing sanitary sewer collection system and vacate its easement rights for that portion of the Subject Property which is no longer encumbered by the easement. The portion of the existing sanitary sewer collection system no longer subject to the easement shall be reconveyed to PARK OWNER by TOWN in its condition existing on the date of modification of the Agreement, and TOWN shall have no responsibility to maintain, repair, rehabilitate, upgrade, reconstruct or otherwise modify the portion of the existing sanitary sewer collection system no longer subject to the easement following reconveyance to PARK OWNER. TOWN will not be responsible to operate or maintain any portion of the sanitary sewer collection system reconveyed to PARK OWNER. TOWN shall retain its responsibility to maintain, repair, rehabilitate, reconstruct and operate the portion of the sanitary sewer collection system which is not reconveyed to the PARK OWNER, and TOWN shall retain its easement rights on the property where the easement has not been vacated.

In the event the PARK OWNER exercise its option under this section to modify the Agreement, the parties agree that the consideration from the PARK OWNER to the TOWN to reconvey any portion of the existing sanitary sewer collection system and release any portion of the Easement shall be TEN (\$10.00) DOLLARS.

7. The parties agree that the purpose of this Agreement is for TOWN to assume responsibility for the maintenance, repair, rehabilitation, reconstruction and operation of the existing sanitary sewer collection system located on the Subject Property. By entering into this Agreement the TOWN does not undertake the responsibility nor is it obligated to increase the capacity of the existing sanitary sewer collection system on the Subject Property or to construct new collection lines, lift stations, manholes forcemains or other equipment related to the existing sanitary sewer collection system.

8. The parties agree that TOWN shall not increase the capacity of the existing sanitary sewer collection system or connect any other sanitary sewer collection system to the existing sanitary sewer collection system located on the Subject Property without the prior written consent of the PARK OWNER. Further, TOWN shall not relocate the existing sanitary sewer collection system in

whole or in part to any other location on the Subject Property nor shall TOWN install or construct a new sanitary sewer collection system in whole or in part on the Subject Property without the prior written consent of the PARK OWNER.

9. The parties agree that TOWN does not assume responsibility for any septic tank systems located on the Subject Property. TOWN is not obligated to remove, repair, recondition or in any manner perform work on septic tank systems located on the Subject Property. The parties agree that PARK OWNER is solely responsible for all work to be performed on the septic tank systems and to comply with all federal, state and local health regulations relating to the septic tank systems on the Subject Property.

10. TOWN agrees to pay all of the expenses of the maintenance, repair, rehabilitation reconstruction and operation of the existing sanitary sewer collection system once it is conveyed to TOWN. TOWN's responsibility to pay for the expenses of the maintenance, repair, rehabilitation, reconstruction and operation of the existing sanitary sewer collection system shall cease upon the reconveyance of the existing sanitary sewer collection system to the PARK OWNER.

11. The TOWN Public Works Director has inspected the existing sanitary sewer collection system and TOWN agrees to accept the existing sanitary sewer collection system in its current condition.

12. The parties recognize that portions of the existing sanitary sewer collection system may be underneath or in close proximity to a mobile home, recreational vehicle or other structure located on the Subject Property. For the purposes of this Agreement, "other structure" means any structure located on the Subject Property, including, but not limited, any shed, enclosed carport, carport, screened room, raised patio or deck, recreational building, utility building, air conditioning unit, shuffleboard court, swimming pool, pump, tank, pipes or wires. In the event it becomes necessary to maintain, repair, reconstruct or rehabilitate the existing sanitary sewer collection system underneath or in close proximity to a mobile home, recreational vehicle or other structure located on the Subject Property and the TOWN is unable or prevented from performing the required maintenance, repair, reconstruction or rehabilitation of the existing sanitary sewer collection system because of the obstruction or interference caused by the location of a mobile home, recreational vehicle or other structure on the Subject Property, the parties agree the TOWN shall relocate that portion of the existing sanitary sewer collection system to a new location on the Subject Property in

order to make the necessary repair, rehabilitation, reconstruction or maintenance of the existing sanitary sewer collection system. Furthermore, the parties agree that the mobile home, recreational vehicle or other structure which prevents the TOWN from performing the maintenance, repair, reconstruction or rehabilitation because of its location, shall not be forced to be relocated without the prior written consent of the PARK OWNER.

13. The parties agree that the PARK OWNER shall retain the responsibility for maintenance of the sanitary sewer collection equipment from the sanitation "T" on each mobile home or recreational vehicle lot to the mobile home or recreational vehicle said maintenance shall also include any sanitary sewer collection equipment located inside any mobile home or recreational vehicle.

14. Whenever either party desires to give notice to the other, it must be given by written notice, and the parties designate the following as the respective individuals for giving notice, to wit:

TOWN: Town Manager
Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023

PARK OWNER: The Board of Directors
Park Lake, Inc.
3184 West Hallandale Beach Boulevard
Pembroke Park, Florida 33009

15. This Agreement and the rights and obligations contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16. The preparation of this Agreement has been a joint effort of the parties, and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

17. The parties agree to execute, acknowledge, deliver and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

18. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

19. This Agreement incorporates and includes all prior negotiations and understandings

applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement between the parties and supercedes such previous agreements and representations whether written or oral.

20. Except for the provisions for termination set forth in paragraph 5 and for modifications set forth in paragraph 6 of the Agreement, this Agreement may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought.

21. In the event any term or provision in this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

22. All exhibits attached hereto contain additional terms of this Agreement and are incorporated as if fully set forth herein.

23. In the event it shall become necessary for either party to institute legal proceedings against the other to enforce the terms of this Agreement, then in such event, it is expressly agreed that the prevailing party shall recover from the non-prevailing party all costs, including reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature.

WITNESSES:

TOWN OF PEMBROKE PARK, a municipal corporation of the State of Florida

Natasha Joseph
Print Name: Natasha Joseph

By: Annette Wexler
ANNETTE WEXLER, Mayor

Michelle R. Crooms
Print Name: Michelle R. Crooms

ATTEST:
Theresa Ciunno
THERESA CIUNNO, Clerk-Commissioner

STATE OF FLORIDA)
COUNTY OF BROWARD)

I hereby certify that on the 2nd day of April, A.D., 2002, before me personally appeared ANNETTE WEXLER and THERESA CIUNNO, as Mayor

and Clerk-Commissioner of the TOWN OF PEMBROKE PARK, respectively, a municipal corporation under the laws of the State of Florida, to me known to be the persons described and who executed the foregoing Agreement and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of the Town, and said instrument is the act and deed of the Town.

WITNESS my hand and official seal at Pembroke Park in the County of Broward, State of Florida.


Notary Public

My Commission Expires:



WITNESSES:

PARK LAKE, INC., a Florida corporation


Print Name: R. H. McCollum

By: 
PIERRE GUILBERT, President


Print Name: JOHN D. GIORGIO

ATTEST:

SANDY SCIME, Secretary

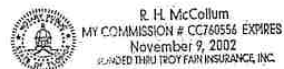
STATE OF FLORIDA)
COUNTY OF BROWARD)

I hereby certify that on the 2 day of March, A.D., 2002, before me personally appeared PIERRE GUILBERT and SANDY SCIME, President and Secretary, of PARK LAKE, INC., respectively, a Florida corporation under the laws of the State of Florida, to me known to be the persons described and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and said instrument is the act and deed of the corporation. The officers provided Driver's License as identification and did not take an oath.

WITNESS my hand and official seal at Pembroke Park in the County of Broward, State of Florida.


Notary Public

My Commission Expires:



LEGAL DESCRIPTION

EXHIBIT "A"

Folio #

11229-00-02200

A portion of the Southeast 1/4 and portion of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 51 South, Range 42 East, Broward County, Florida, being more particularly described as follows:

Begin at the Southwest corner of the Southeast 1/4 of said Section 29; thence North 0 degrees 02 minutes 48 seconds East, along the West line of the Southeast 1/4 of said Section 29, for 180.00 feet; thence South 89 degrees 52 minutes 22 seconds East, parallel with the South line of the Southeast 1/4 of said Section 29, for 150.00 feet; thence North 45 degrees 03 minutes 45 seconds East for 508.96 feet to a point which is 540.30 feet North of the South line of the Southeast 1/4 of said Section 29; thence North 0 degrees 02 minutes 48 seconds East, parallel with and 510.00 feet East of the West line of the East 1/2 of said Section 29, for 3038.67 feet to a point which is 460.20 feet South of the North line of the Southwest 1/4 of the Northeast 1/4 of said Section 29; thence North 44 degrees 57 minutes 12 seconds West for 155.61 feet; thence due East, parallel with and 350.00 feet South of the North line of the Southwest 1/4 of the Northeast 1/4 of said Section 29 for 345.00 feet; thence North 29 degrees 20 minutes 45 seconds East for 107.93 feet; thence North 0 degrees 02 minutes 48 seconds East along a line parallel with the aforesaid West line of the Southwest 1/4 of the Northeast 1/4 of Section 29 for 206.00 feet to a point on the South Right-of-Way line of Hallandale Beach Boulevard; thence East along said Right-of-Way line of Hallandale Beach Boulevard (said line being 50.00 feet South of as measured at right angles to, and parallel with the North line of the Southwest 1/4 of the Northeast 1/4 of said Section 29) for 350.62 feet; thence South 0 degrees 03 minutes 20 seconds East along a line 25.00 feet West of the East line of the West 1/2 of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 29, for 175.00 feet; thence West for 142.68 feet; thence South 0 degrees 02 minutes 27 seconds East along the East line of the West 3/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 29 for 31.00 feet; thence West for 38.00 feet; thence South 0 degrees 02 minutes 27 seconds East, along a line 38.00 feet West of the East line of the West 3/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 29, for 1092.32 feet; thence South 89 degrees 57 minutes 08 seconds East, along the North line of the Southeast 1/4 of said Section 29 for 1046.01 feet; thence South 0 degrees 07 minutes 05 seconds East, along the East line of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 29, for 1346.67 feet; thence South 89 degrees 54 minutes 45 seconds East, along the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 29 for 573.30 feet; thence South 0 degrees 10 minutes 34 seconds East, parallel with and 100.00 feet West of the East line of the Southeast 1/4 of said Section 29 for 1347.07 feet (said last mentioned course being along the West Right-of-Way line of the Seaboard Coast Line Railroad); thence North 89 degrees 52 minutes 22 seconds West, along the South line of the Southeast 1/4 of said Section 29 for 2598.37 feet to the Point of Beginning;

LESS AND EXCEPT:

The West 12.00 feet of the South 175.00 feet of the North 225.00 feet of the West 1/2 of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 51 South, Range 42 East,

AND ALSO LESS:

The South 206.00 feet of the North 256.00 feet of the East 38.00 feet of the West 1/2 of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 51 South, Range 42 East.

All lying and being in Broward County, Florida.

06/20

☐ (Check ☐ if all documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S., have been paid.

LICENSE AGREEMENT

THIS IS AN AGREEMENT, made this ____ day of _____, 2023 by and between:

THE TOWN OF PEMBROKE PARK, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, with an address of 3150 SW 52 Avenue, Pembroke Park, FL 33023, hereinafter referred to as “TOWN”

and

PARK LAKE, INC., with a business address of 3184 w Hallandale Beach Boulevard, Pembroke Park, FL 33009, hereinafter referred to as “ASSOCIATION.”

WHEREAS, the ASSOCIATION is composed of 677 residences, the majority of which are used as vacation homes, causing the community to remain mostly vacant throughout the year; and

WHEREAS, the ASSOCIATION has requested to replace the existing manned gates the property, more particularly described as Exhibit “A” (the “Property”), with automatic gates; and

WHEREAS, at its regular meeting on October 11, 2023, the Town Commission found that permitting the placement of automatic motorized access gates and the ancillary infrastructure required to support the operation of the access gates (the “Access Gates”) on public property served a legitimate municipal and public purpose; and

WHEREAS, in support of this finding, the Town Commission concluded that permitting the ASSOCIATION to place the Access Gates on public property would result in a safer and more secure neighborhood for the residents of Park Lake.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the TOWN and ASSOCIATION as follows:

1. **DESCRIPTION OF THE PREMISES**

TOWN hereby grants to the ASSOCIATION the right, license, and privilege of placing automatic motorized access gates and the ancillary infrastructure required to support the operation of the access gates at 224 Lakeshore Drive, Hallandale, FL. 3009, on the Property, as more particularly described, in part, in **Exhibit “A”** attached hereto and by this reference made a part hereof subject to the terms and conditions set forth in this Agreement.

2. **COMPENSATION**

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The ASSOCIATION shall pay the TOWN the amount of _____ and 00/100 (\$ __00.00) per month as consideration for its right, license and privilege of locating the Access Gates on the Property. The ASSOCIATION shall remit this payment monthly by the fifth day of each month.

3. TERM

This Agreement shall commence on _____ (“Commencement Date”) and shall terminate on _____ (“Termination Date”), unless terminated prior to Termination Date in accordance with the terms set forth herein.

4. USE OF PREMISES

ASSOCIATION shall use and occupy the Property for the sole, limited purpose of operating the Access Gates. ASSOCIATION covenants that it will not, without written consent of the TOWN, install infrastructure that is unrelated to the operation of the Access Gates or permit the Property to be used or occupied by any other person, firm, entity or corporation other than ASSOCIATION or its agents. ASSOCIATION further covenants that no dangerous, nuisance or hazardous material shall be permitted to be placed in the on the Property and nothing shall be kept around the Gates that will increase the risk of any hazard, fire or catastrophe. ASSOCIATION shall not permit the licensed Premises to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

5. ASSIGNMENT

ASSOCIATION shall have no authority to assign any portion of the Premises during the Term of this Agreement. Should ASSOCIATION attempt to assign this license, then the license shall be terminated forthwith without prior notice to ASSOCIATION.

6. DAMAGE TO PREMISES

ASSOCIATION agrees that all personal property, inventory, or stock placed on the Premises shall remain the property of ASSOCIATION, and shall be placed on the Premises at the risk of the ASSOCIATION. ASSOCIATION shall give the TOWN prompt written notice of any occurrence, loss, incident or accident occurring on the licensed Premises.

7. INSPECTIONS

TOWN, its agents, or authorized employees may enter upon the Premises at all reasonable times and hours, to examine same to determine if ASSOCIATION is properly maintaining the Premises according to this Agreement.

8. INDEMNIFICATION

To the extent that personal property is placed on the Premises, it is at ASSOCIATION’s sole risk. ASSOCIATION hereby agrees to defend, pay, indemnify and hold the TOWN free and harmless from and against any and all claims, demands, fines, suits, actions, proceedings, orders,

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decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including but not limited to reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or from or on account of any occurrence in, upon, at or from the placement of the Access Gates.

9. INSURANCE

OBTAIN FROM RISK

10. MAINTENANCE OF LICENSED PREMISES AND UTILITIES

The ASSOCIATION agrees to maintain the Premises and all personal property placed thereon in accordance with the terms and conditions of this Agreement and consistent with prudent and well-reasoned maintenance procedures and techniques.

11. AMENDMENTS

It is agreed that no modifications, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12. SURRENDER UPON TERMINATION

Upon the conclusion of the term, or upon termination of this Agreement, ASSOCIATION agrees to peaceably surrender and deliver the premises to the TOWN in substantially the same condition as it was delivered to ASSOCIATION at the beginning of this Agreement, ordinary wear and tear excluded. Furthermore, ASSOCIATION agrees to remove from the Premises at their expense, any personal property or inventory placed therein. Upon completion of removal the condition of the Premises shall be safe and not a hazard.

13. WAIVER

Failure of the TOWN to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.

14. TERMINATION

This Agreement may be terminated by either party during the term hereof upon thirty (30) calendar days' written notice to the other of its desire to terminate this Agreement.

15. INDEPENDENT CONTRACTOR

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This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the ASSOCIATION is an independent contractor under this Agreement and not the TOWN's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The ASSOCIATION shall retain sole and absolute discretion in the judgment of the manner and means of carrying out ASSOCIATION's activities and responsibilities hereunder. The ASSOCIATION agrees that it is a separate and independent enterprise from the TOWN, that it has full opportunity to find other business, that it make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the ASSOCIATION and the TOWN and the TOWN will not be liable for any obligation incurred by ASSOCIATION, including but not limited to unpaid minimum wages and/or overtime premiums.

16. NOTICES

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, the ASSOCIATION and the TOWN designate the following as the respective places for giving of notice:

TOWN: Aleem Ghany, Acting Town Manager
Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, Florida 33023
Telephone No. (954) 966-4600
Facsimile No. (954) 966-9781

Copy To: Jacob G. Horowitz, Interim Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

ASSOCIATION: Park Lake, Inc.

Telephone No. (954) _____
Facsimile No. (954) _____

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17. BINDING AUTHORITY

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

18. LAWS AND ORDINANCES

The Parties agree to observe all laws and ordinances of the TOWN, county, state, federal or other public agencies directly relating to the operations being conducted on the Premises.

19. SEVERABILITY

If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

21. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the TOWN and the ASSOCIATION and supersedes all prior negotiations, representations or agreements, either written or oral.

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

ATTEST:

Marlen D. Martell, TOWN Clerk

APPROVED AS TO FORM:

Office of the Interim Town Attorney

TOWN OF PEMBROKE PARK

By: _____
Aleem Ghany, Acting Town Manager

{00581985.1 3399-0000000 }

PARK LAKE, INC

By _____

Print Name: _____

Title: _____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

ON THIS ____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, personally known to me, or who has produced _____ as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that (s)he executed the same on behalf of said Association and that (s)he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

Print or Type Name

My Commission Expires:

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JGH/PBH

EXHIBIT “A”
Description of Licensed Premises

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JGH/PBH

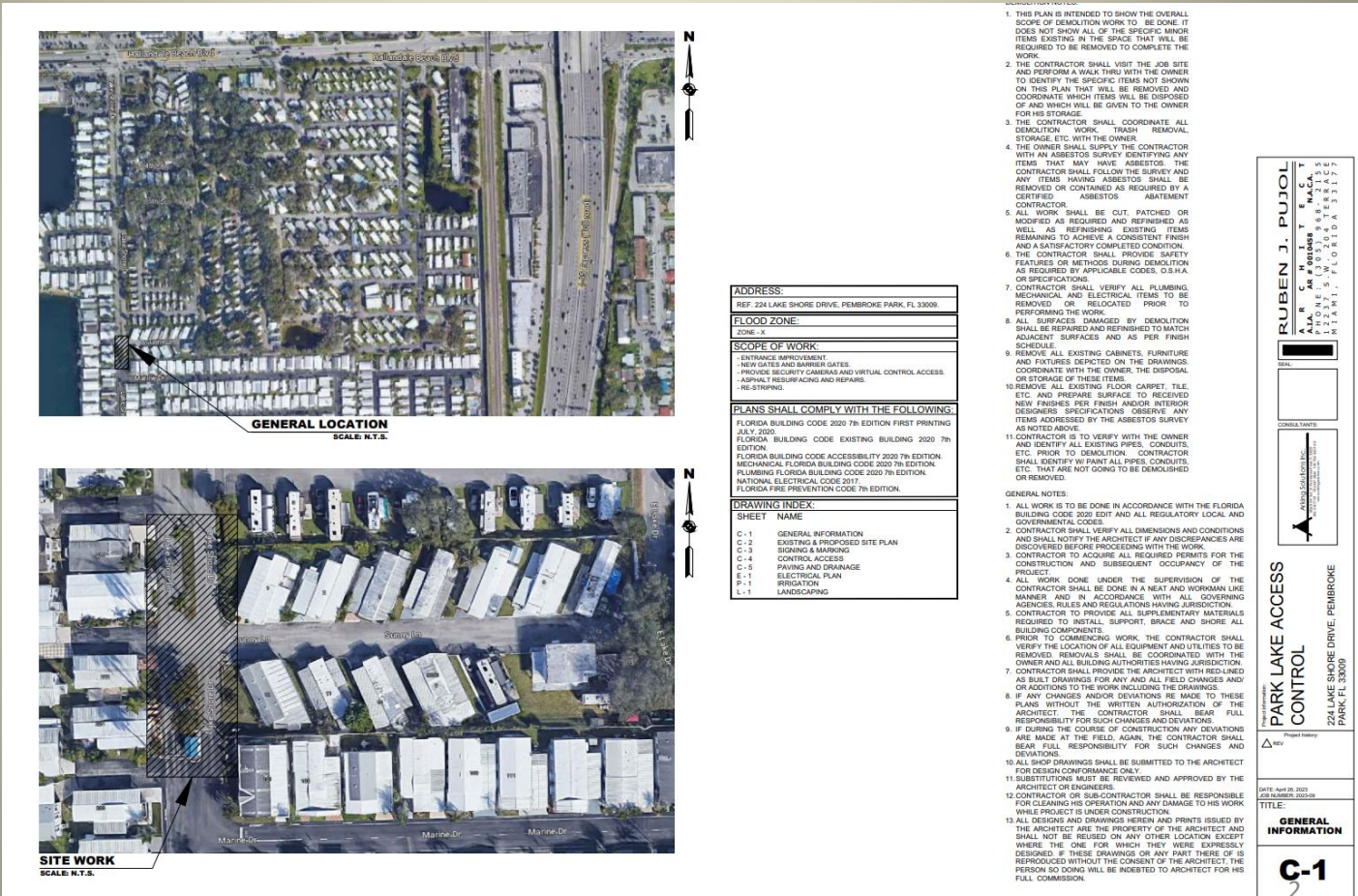
Page 7 of 7

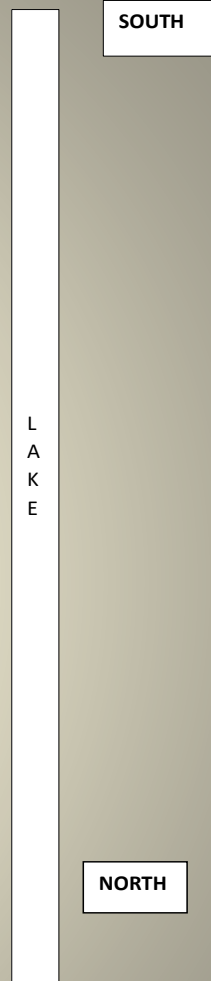
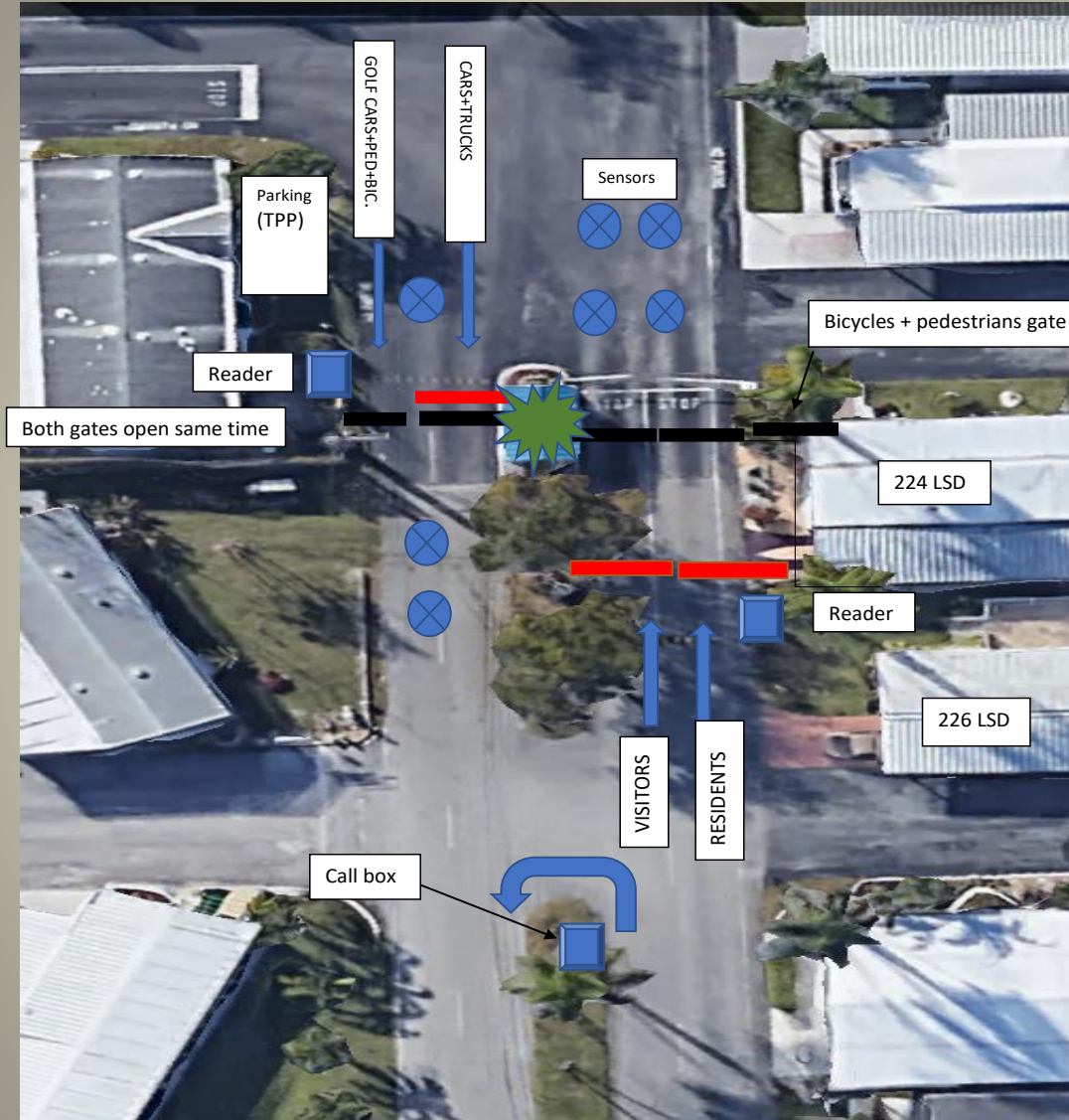


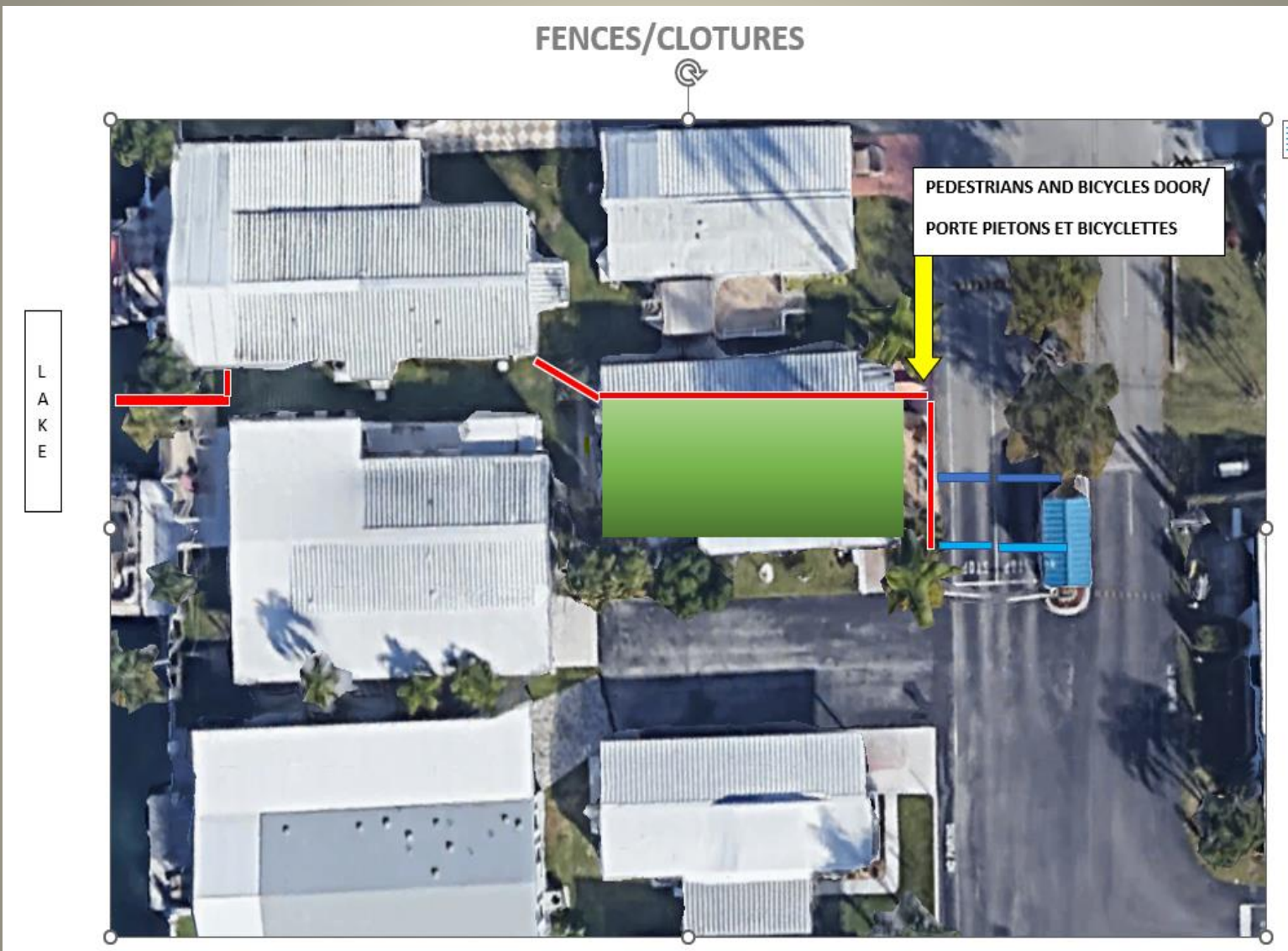
Advantages of an automatic gate

- Enhanced security
- Economics
- Esthetics
- NB: Other parks on Lake Shore Drive are not impacted

Location









Two entrances for vehicles

- Residents' entrance: reader reads badge and opens arm gate and motorized gate.
- Visitors and contractors entrance: use a call box. Once approved, arm gate and motorized gate open.



Pedestrians and bicyclists entrance

This entrance will be located right of the residents' car entrance. A door will allow access to pedestrians, bicycles, quadriporters and triporters (handicapped person's vehicles). No GOLF CARTS will be allowed through the pedestrians' entrance. Golf carts will access the park through the car entrances.



Exits

We currently have only one exit. With the new system our exit area would be split in two sections; one of 13 feet for the vehicles and one of 5 feet for the pedestrians, bicyclists and golf carts.



Contractors

We have a multitude of service providers and contractors; (A/C, electricians, plumbers, pest control, lawn and pool services, deliveries, Town and County employees, etc.) present daily in our park. The new system would allow us to select who is granted access or not.



Emergency services

This automated gate system is fully programmable and will give access to any emergency service. The firefighters have their own box. The ambulances and police dept. have a universal code that allows them to come in. In all cases, both doors open when the emergency system is activated.



Requirement to the Town of Pembroke Park

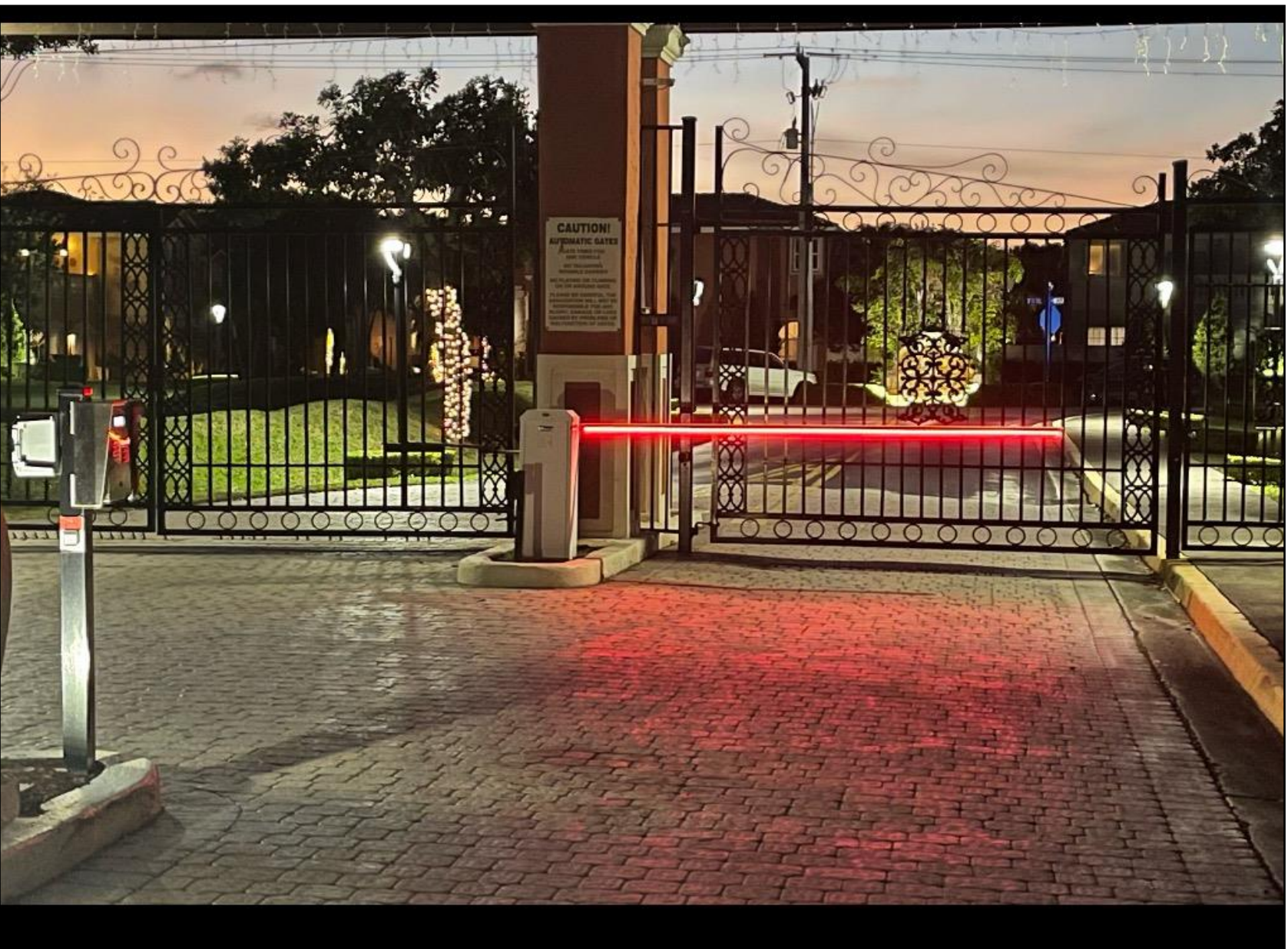
- Cables will have to be installed underground.
- Install some equipment on TPP side of the street (callbox, reader to replace the existing bar code reader).
- Modification of the median.
- Removal and replacement of two trees.
- Relocation of the fire hydrant.

- Next 4 slides: possible appearance of the proposed automated gates.











Arking Solutions Inc.

Att. Mr. JC Jimenez
Town of Pembroke Park Manager

Ref: PARK LAKE ESTATES CONTROL ACCESS PROJECT

Park Lakes Estate is a residential community under the City of Pembroke Park in Broward County.

The reference address is 224 Lake Shore Drive, Hallandale Fl. 33009, which is a house in the HOA property, across from which is the proposed access.

The access is from Hallandale Beach Blvd & Lake Shore Drive, with 1.320 feet to reach the Site of Work.

The object of this "CONTROL ACCESS" is to provide a Secure neighborhood for the Residents by controlling vehicular and pedestrian access.

Our Community has a total of 677 Residents, 40 of which live in the community year-round, and having its full occupancy from October 15th - May 15th.

The "Control Access" for the Vehicles will be a Lift Master Virtual Control Access System (Shown on Page C-4), for both Residents' and Visitors' vehicles, and includes Lift Arms, Motorized Aluminum Gates, and RFID (Radio Frequency Identification) points. This will be implemented for Entry Access and Exits.
(Shown on Page C-2)

To comply with the objective we must adjust the width of the roads for Emergency Vehicles, such as Fire and Rescue which use the Knox Box, by providing a width of 22'(min 20') for access and a 20' width for exit, granting the opening space for both gates and arms.

To reach this condition we must reduce the existing median from 9' to 4'-9" along 88' feet, replacing 2 existing trees and relocating an existing Fire Hydrant at the front median. (Shown in C-2).

We are showing all conditions in our set of plans, Existing and Proposed Site, Paving and Drainage, Signing and Marking, and Landscaping Plan.

We are available to talk with each appropriate department.

Best regards,

18268 SW 3rd. st. PEMBROKE PINES FL 33029
9940 NW 79 ave. HIALEAH FL 33016

phone: (305)-318-7703 | fax: (954)-442-9413

















From: [Suzi Reutlinger](#)
To: [Town Clerk](#)
Subject: FW: McDowell Housing Partners - Text Amendment Proposal
Date: Monday, November 6, 2023 2:18:21 PM
Attachments: [image001.png](#)

From: Scarlett Perez <sperez@mcdhousing.com>
Sent: Wednesday, October 25, 2023 2:54 PM
To: Ashira Mohammed <amohammed@tppfl.gov>
Cc: Suzi Reutlinger <sreutlinger@tppfl.gov>; Nik Echeverria <necheverria@mcdhousing.com>; Bill Zunamon <bzunamon@mcdhousing.com>; Chris Shear <cshear@mcdhousing.com>; ekoffsmon@gmail.com; marianokarner@gmail.com
Subject: McDowell Housing Partners - Text Amendment Proposal

Good Afternoon, Mayor Mohammed,

We appreciate you taking the time to meet with us last month. We understand and are fully committed to the fact that the communities' best interests must be considered when beginning any development process.

The initially proposed text amendment sought a reduction in the Front & Side Street setback requirements from 25 feet to 0 feet. We would like to propose a compromise that balances our development goals with the town's requirements. We are considering a 5'-0" front setback in lieu of the originally proposed reduction. Furthermore, we are proposing unit square footages of 520 SF. We understand your reservations regarding the unit square footage, and we want to be clear that our intention behind the smaller units is to be able to maximize the number of units available to an elderly population without a compromising the quality. As mentioned, although there may be a minimum established unit area permitted, we are currently contemplating units closer to 600sf based on the \$9.75M Broward County funding that is committed to the development and our long-term ownership stake in the development.

The committed county funds allow us to apply for Florida Housing tax credits. The Florida Housing application is due December 20th. The hope is that we can bring the amendment in front of your council before then. We would appreciate the opportunity to meet again and further discuss any additional feedback in advance.

We look forward to hearing from you.

Respectfully,

Scarlett Perez
Development Associate
McDowell Housing Partners

777 Brickell Avenue, Suite 1300 | Miami, FL 33131

Cell (786) 246-2653

www.mcdprop.com



WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



August 23, 2023

To: Mayor & Town Commission

Thru: Marlen Martell, Town Clerk
Jacob Horowitz, Consultant Town Attorney

From: Mike Vonder Meulen, AICP, Consultant Town Planner, KEITH

RE: Proposed Code Text Amendment – B-1 Mixed-Use Regulations

Recommendation:

The Town Planning and Zoning Board recommended approval of the proposed text amendments on June 1, 2023. The Consultant Town Planner recommends approval of the proposed text amendments.

Background: Attached for the Town Commission consideration are amendments to the Town Land Development Code including Sections 28-187.01 and 28-194-1 modifying the Town's mixed-use requirements in the B-1 zoning district. Town staff initiated the application to amend the Mixed-use development regulations in B-1 to encourage redevelopment and address affordable housing needs. There has been interest by numerous parties to redevelop vacant parcels within the Town. The attached ordinance attempts to encourage the development of those vacant parcels and allow for the redevelopment of other parcels within the B-1 zoning district.

Below is a synopsis of the amendments to the B-1 Mixed-use regulations:

- If a property is 10 acres or less, a project can be a freestanding residential building or a mixed-use building. If the project is mixed-use, the commercial component must be a minimum of 5,000 square feet as specified in the Town's Comprehensive Plan.
- Increasing permitted density and creating allowance for affordable housing density bonuses.
- Setbacks have been reduced to push the building closer to the street. This should also help activate the street with pedestrians.
- Bedroom sizes have been adjusted as well as identify other county policies in terms of density calculation.
- Pervious area has been reduced to allow for the higher density of residential.
- Height has been increased to allow for higher density developments.
- Minimum ground level active uses. Again, to activate the street and front façade of the building.
- Identifying the affordable housing density bonuses available through Broward County.

The text amendment was presented to the Town Commission at the May 24th Commission Workshop.

Consistency with the Comprehensive Plan: The Consultant Town Planner finds that the proposed text amendments are consistent and compatible with the following Goals, Objectives and Policies of the Town of Pembroke Park Comprehensive Plan including:

GOAL I: Encourage the private and public sectors to adhere to the patterns of planned development in the Town which shall promote environmental protection, strive to meet the Town's social and economic needs and contribute to the health, welfare, and safety of its residents.

OBJECTIVE #1.1: Future growth and development will be managed through land development regulations which incorporate a review process for assessing adequacy of public services and facilities consistent with the Town's Capital Improvement Element and providing for both the timely completion and regular maintenance of all required capital improvements and amenities including the annual monitoring of same.

OBJECTIVE #1.2: Future planning decisions shall be consistent with sound planning principles, and promote protection of existing and planned residential areas by utilizing innovative land use regulations and considering the individual and cumulative impacts of land use plan amendments on the existing and planned transportation facilities. Innovative land use regulations shall promote neighborhoods, especially mobile home parks that are attractive, well-maintained and contribute to the health, safety and welfare of neighborhood and mobile home park residents and protected from disruptive land uses and nuisances.

POLICY #1.3.3: PERMITTED USES IN FUTURE LAND USE CATEGORIES:

B. COMMERCIAL USE

9. Residential uses are permitted in the same structure and/or parcel of land as a commercial use without the need to amend the Town's Comprehensive Plan provided that the Town applies flexibility or reserve units to the parcel land;

OBJECTIVE 3.3: The Town shall continue to provide adequate sites for affordable housing opportunities necessary to accommodate the present and future very low, low and moderate income families living in the Town. The Town shall attempt to increase the appraised value of housing stock while maintaining no less than 1,500 affordable housing units.

POLICY 3.3.1: Continue to permit affordable housing opportunities located in proximity to major employment centers.

Sec. 28-187.01. - Special exception; designation.

The following primary uses shall be designated as special exceptions for the purpose of issuance of building permits and/or granting of a business tax receipt and certificates of use and shall be permitted as a special exception only after public hearing and approval by the Town Commission:

(a) Religious establishments and ancillary uses, including but not limited to, religious education related to the use on site, social services related to the use on site, counseling and office uses.

(b) Mixed Use Residential Development according to Section 28-194.1 ~~Multiple family residential use up to twenty-five (25) units per net acre of site area (or the density specified in the Future Land Use Element, whichever is less) as a part of a commercial structure provided that a minimum of five thousand (5,000) square feet of commercial use is provided onsite.~~

Sec. 28-194.1. - Mixed-use residential developments.

~~Following~~ The following is the minimum criteria for mixed-use residential uses in the B-1 Business District:

(a) ~~(a)~~ Applicability. Properties which are ten (10) acres or less in area which are master-planned as integrated mixed-use projects. Properties must be a minimum of seven and one-half (7.5) acres in size to qualify for such development use, designated commercial on the Pembroke Park Future Land Use Plan Map. Freestanding multi-family residential uses are permitted on a parcel 10 acres or less in area. Any mixed-use development, other than the freestanding multi-family residential use, must contain a minimum of 5,000 square feet of commercial use.

(b) Density. Subject to allocation of Flexibility and/or Reserve Dwelling units by the Town Commission, but not to exceed the number of units permitted by the Future Land Use Element of the Town's Comprehensive Plan. The maximum base density in B-1 Business District is 50 dwelling units per gross acre and an affordable housing density bonus to a maximum of 100 units per gross acre if affordable housing is provided pursuant to Policies 2.16.3 and 2.16.4 of the Broward County Comprehensive Plan.

(c) Setbacks.

(1) Front and street side: Buildings shall be set back a minimum of ~~twenty-five (25)~~ five (5) feet from adjacent roadways.

(2) Side: Minimum ~~fifteen (15)~~ ten (10) feet.

(3) Rear: Minimum ~~twenty (20)~~ ten (10) feet.

(d) Maximum building length. Maximum two hundred fifty (250) feet length for residential buildings.

(e) Minimum floor areas.

CODING: Words in strike-through type are deletions from existing law;
Words in underlined type are additions.

- (1) Efficiency 400 square feet Efficiencies 500 square feet or less are counted as 0.5 of a dwelling unit for density calculations.
- (2) One (1) bedroom 600-550 square feet
- (3) Two (2) bedrooms 800 square feet
- (4) Add one hundred fifty (150) square feet for each bedroom greater than two (2).
- (f) Pervious area. A minimum of ~~thirty (30)~~fifteen (15) percent of the total lot area.
- (g) Building height. ~~The same as the underlying B-1 Business District (One hundred and fifty (100-150) feet permitted).~~
- (h) Active ground level uses. A minimum of 30% of the primary front façade shall be activated with residential uses, accessory residential use (lobby, leasing office, fitness center, etc.) and or commercial uses. Parking spaces. Each automobile parking space for residential uses shall be a minimum of nine (9) feet in width by nineteen (19) feet in depth, and each automobile parking space for nonresidential uses shall be a minimum of ten (10) feet in width by twenty (20) feet in depth.
- (i) Allocation and expiration of flexibility and/or reserve dwelling units.
 - (1) The Town may allocate available flexibility and/or reserve dwelling units and affordable housing bonus density to property located in the B-1 Business District upon receipt of an application from the property owner or property owner's authorized agent.
 - (2) The allocation of flexibility and/or reserve dwelling units and affordable housing bonus density will be based on review criteria established by Resolution of the Town Commission and consistent with the Town's Adopted Comprehensive Plan. The Town is not mandated to allocate ~~units flexibility and/or reserve dwelling units~~ to an applicant, even when unallocated flexibility and/or reserve dwelling units and affordable housing bonus density are available.
 - (3) The Town Commission will conduct a public hearing to consider the application for flexibility and/or reserve dwelling units. The number of flexibility and/or reserve dwelling units allocated to an applicant, if any, will be set forth in a Resolution adopted by the Town Commission.
 - (4) Flexibility and/or reserve dwelling units and affordable housing bonus density may only be allocated concurrently with the approval of a site development plan for the property, and said ~~allocation is valid only for a specified period of time.~~
 - ~~(5) All allocations~~ of flexibility and/or reserve dwelling units and affordable housing bonus density shall have an expiration date that coincides with the expiration date of the site development plan issued concurrently with the flexibility and/or reserve dwelling unit allocation.
 - ~~(56) The allocation of flexibility and/or reserve dwelling units shall expire in the event building permits for a principal building on the property incorporating the allocated flexibility and/or reserve dwelling units are not obtained prior to the allocation expiration date.~~ All flexibility and/or reserve dwelling units and affordable housing

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Words in underlined type are additions.

bonus density which expire or are not utilized by the expiration date shall revert back to the Town.

DRAFT

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

ORDINANCE NO. 2023-013

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 28 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ZONING;" AMENDING ARTICLE III, ENTITLED "DISTRICT REGULATIONS" BY AMENDING DIVISION 5, ENTITLED "B-1 BUSINESS DISTRICT"; AMENDING SECTION 28-187.01 ENTITLED "SPECIAL EXCEPTION DESIGNATION;" PROVIDING FOR NEW REQUIREMENTS FOR MIXED USE RESIDENTIAL DEVELOPMENTS; AMENDING SECTION 28-194.1, ENTITLED "MIXED USE RESIDENTIAL DEVELOPMENTS;" MODIFYING THE MINIMUM DEVELOPMENT CRITERIA FOR MIXED-USE RESIDENTIAL USES IN THE B-1 BUSINESS DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park ("Town") continues to grow and attract interest from potential residents and business owners alike; and

WHEREAS, the Town is aware of the ever-present and growing need from residents for additional affordable housing development; and

WHEREAS, the Town has received interest from the development community in developing vacant parcels located throughout the Town; and

WHEREAS, The Town Commission finds that it is in the best interest of the City's residents to amend the Town's Code of Ordinance to address the need for affordable housing development, promote urban infill, and to encourage additional commercial uses for the Town's residents and visitors.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2. Chapter 28 of the Town's Code of Ordinances, entitled "Zoning," is amended by specifically amending Section 28-187.01 entitled "Special Exception Designation," under Article III entitled "District Regulations", Division 5 entitled "B-1 Business District" as follows:

Sec. 28-187.01. - Special exception; designation.

The following primary uses shall be designated as special exceptions for the purpose of issuance of building permits and/or granting of a business tax receipt and certificates of use and shall be permitted as a special exception only after public hearing and approval by the Town Commission:

(a) Religious establishments and ancillary uses, including but not limited to, religious education related to the use on site, social services related to the use on site, counseling and office uses.

(b) Mixed Use Residential Development according to Section 28-194.1 ~~Multiple-family residential use up to twenty-five (25) units per net acre of site area (or the density specified in the Future Land Use Element, whichever is less) as a part of a commercial structure provided that a minimum of five thousand (5,000) square feet of commercial use is provided onsite.~~

Section 3. Chapter 28 of the Town's Code of Ordinances, entitled "Zoning," is amended by specifically amending Section 28-194.1 entitled "Mixed-use residential developments," under Article III entitled "District Regulations", Division 5 entitled "B-1 Business District" as follows:

Sec. 28-194.1. - Mixed-use residential developments.

Following ~~The following~~ is the minimum criteria for mixed-use residential uses in the B-1 Business District:

(a) ~~(a)~~ Applicability. Properties which are ten (10) acres or less in area which are master-planned as integrated mixed-use projects. Properties must be a minimum of seven and one-half (7.5) acres in size to qualify for such development use, and have an underlying land use designation of "commercial" on the Pembroke Park Future Land Use Plan Map.

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existing law;

CODING: Words in strike-through type are deletions from

Words in underlined type are additions.

Freestanding multi-family residential uses are permitted on a parcel ten (10) acres or less in area. Any mixed-use development, other than the freestanding multi-family residential use, must contain a minimum of 5,000 square feet of commercial use.

- (b) Density. ~~Subject to allocation of Flexibility and/or Reserve Dwelling units by the Town Commission, but not to exceed the number of units permitted by the Future Land Use Element of the Town's Comprehensive Plan. The maximum base density in B-1 Business District is 50 dwelling units per gross acre and an affordable housing density bonus up to a maximum of 100 units per gross acre if affordable housing is provided pursuant to Policies 2.16.3 and 2.16.4 of the Broward County Comprehensive Plan.~~

- (c) Setbacks.

- (1) Front and street side: Buildings shall be set back a minimum of ~~twenty-five (25)~~five (5) feet from adjacent roadways.
- (2) Side: Minimum ~~fifteen (15)~~ten (10) feet.
- (3) Rear: Minimum ~~twenty (20)~~ten (10) feet.

- (d) Maximum building length. Maximum two hundred fifty (250) feet length for residential buildings.

- (e) Minimum floor areas.

- (1) Efficiency 400 square feet; Efficiencies 500 square feet or less are counted as 0.5 of a dwelling unit for density calculations.
- (2) One (1) bedroom ~~600~~550 square feet
- (3) Two (2) bedrooms 800 square feet
- (4) Add one hundred fifty (150) square feet for each bedroom greater than two (2).

- (f) Pervious area. A minimum of ~~thirty (30)~~fifteen (15) percent of the total lot area.

- (g) Building height. ~~The same as the underlying B-1 Business District (o A maximum building height of up to One hundred and fifty (100/150)-feet is permitted).~~

- (h) Active ground level uses. A minimum of 30% of the primary front façade shall be activated with residential uses, accessory residential use (lobby, leasing office, fitness center, etc.) and/ or commercial uses. Parking spaces. Each automobile parking space for residential uses shall be a minimum of nine (9) feet in width by nineteen (19) feet in depth, and each automobile parking space for nonresidential uses shall be a minimum of ten (10) feet in width by twenty (20) feet in depth.

- (i) Allocation and expiration of flexibility and/or reserve dwelling units.

- (1) The Town may allocate available flexibility and/or reserve dwelling units and affordable housing bonus density to property located in the B-1 Business District upon receipt of an application from the property owner or property owner's authorized agent.

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existing law;

CODING: Words in strike-through type are deletions from

Words in underlined type are additions.

- (2) The allocation of flexibility and/or reserve dwelling units and affordable housing bonus density will be based on review criteria established by Resolution of the Town Commission and consistent with the Town's Adopted Comprehensive Plan. The Town is not mandated to allocate ~~units flexibility and/or reserve dwelling units~~ to an applicant, even when unallocated flexibility and/or reserve dwelling units and affordable housing bonus density are available.
- (3) The Town Commission will conduct a public hearing to consider the application for flexibility and/or reserve dwelling units. The number of flexibility and/or reserve dwelling units allocated to an applicant, if any, will be set forth in a Resolution adopted by the Town Commission.
- (4) Flexibility and/or reserve dwelling units and affordable housing bonus density may only be allocated concurrently with the approval of a site development plan for the property, ~~and said allocation is valid only for a specified period of time.~~
- ~~(5) All allocations~~ of flexibility and/or reserve dwelling units and affordable housing bonus density shall have an expiration date that coincides with the expiration date of the site development plan issued concurrently with the flexibility and/or reserve dwelling unit allocation.
- ~~(56) The allocation of flexibility and/or reserve dwelling units shall expire in the event building permits for a principal building on the property incorporating the allocated flexibility and/or reserve dwelling units are not obtained prior to the allocation expiration date.~~ All flexibility and/or reserve dwelling units and affordable housing density bonuses which expire or are not utilized by the expiration date shall revert back to the Town.

Section 4. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 5. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

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existing law;

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Words in underlined type are additions.

Section 6. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

Section 7. This Ordinance shall become effective upon passage and adoption.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF _____, 2023.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF _____, 2023.

ATTEST:

MAYOR ASHIRA MOHAMMED

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

Jacob G. Horowitz
Interim Town Attorney

VOTE

ASHIRA MOHAMMED	_____
GEOFFREY JACOBS	_____
MUSFIKA KASHEM	_____
WILLIAM R. HODGKINS	_____

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ERIK MORRISSETTE

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existing law;
Words in underlined type are additions.

AGENDA ITEM REPORT



To: Commission
Subject: Executive Recruiter
Meeting: AGENDA REGULAR COMMISSION MEETING - Oct 11 2023
Department:
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

August meeting Commission voted to hire executive recruiter for an amount not to exceed \$30,000.00

RECOMMENDATION:

Town Commission to select recruitment company for Town Manager search.

ATTACHMENTS:

[Recruit CBA Proposal](#)
[Recruit CBA Appendices - volume 2](#)
[Recruit GPS Proposal](#)
[Recruit Slavin](#)
[Recruit WBCP List of Recruitments](#)
[Recruit WBCP Option Pricing 2](#)
[Recruiter WBCP Proposal Pembroke Park FL Town Manager Option 3](#)
[Recruitment SRN Proposal Pembroke Park Town Manager](#)

	Status:
Jacobs Horowitz, Interim Town Attorney	Approved - Oct 04 2023
Aleem Ghany, Public Services Director	Approved - Oct 04 2023
Marlen Martell, Town Clerk	Approved - Oct 04 2023



**PROPOSAL TO PROVIDE EXECUTIVE RECRUITMENT SERVICES
FOR
PEMBROKE PARK, FL**

Volume I: Proposal

Colin Baenziger & Associates

Contact Person:

Colin Baenziger (561) 707-3537
Colin Baenziger & Associates
2055 South Atlantic Avenue • Suite 504
Daytona Beach Shores, FL 32118
e-mail: Colin@cb-asso.com
Fax: (888) 635-2430

...Serving Our Clients with a Personal Touch...

PROPOSAL TO PROVIDE EXECUTIVE SEARCH FIRM SERVICES

TABLE OF CONTENTS

SECTION		<u>PAGE</u>
	LETTER OF INTEREST	
I.	QUALIFICATIONS AND EXPERIENCE OF THE FIRM	3
	The Firm	
	Technical Capabilities and Organizational Structure	
	Completion of Projects within Budget	
	Completion of Projects on Schedule	
	Diversity	
	Prior Names and Litigation	
	Insurance	
	Overall Executive Search Experience	
II.	PROPOSED WORK PLAN	7
	Search Methodology	
	The City's Obligations	
	Project Schedule	
III.	PROPOSED PROJECT TEAM	15
	Project Team and Involvement	
	Resumes of Key Staff	
IV.	REFERENCES	17
V.	FEE AND WARRANTY	21
VOLUME II		
	APPENDIX A: ALL GOVERNMENTAL SEARCH ASSIGNMENTS	A-1
	APPENDIX B: SAMPLE RECRUITMENT BROCHURE	B-1
	APPENDIX C: SAMPLE CANDIDATE REPORT	C-1
	APPENDIX D: RESOLUTION OF ST. JOHNS COUNTY, FL	D-1
	APPENDIX E: COMMENTS ON CB&A'S VETTING PROCESS	E-1

September 29, 2023

The Honorable Mayor Ashira Mohammed, Vice Mayor Eric Morrisette and Commissioners
William R. Hodgkins, Musfika Kashem, and Geoffrey Jacobs
City of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park, FL 33023

The Honorable Mayor Mohammed, Vice Mayor Morrisette and Commissioners Hodgkins,
Kashem, and Jacobs:

Colin Baenziger & Associates (CB&A) would like to thank you for the opportunity to submit this proposal to assist in finding your next City Manager. While selecting key personnel is never easy, CB&A has developed a problem-free process that has been tested across the country and found to be extremely effective.

While CB&A is a nationwide municipal recruiting firm, our home base is Florida. In fact, we have been selected to perform 135 of the last 202 recruitments where a Florida city or county has chosen to use a recruiter to find its Manager / Administrator. We pride ourselves on providing not just high-quality results, but, equally important, providing a great deal of personal attention to each of our local government clients and candidates. To conduct a proper recruitment, we feel the project manager must do more than just drop by occasionally. He/she must get to know the elected officials and the community firsthand. That effort takes time, but it is the only way to ensure the candidates we recommend are well qualified and fit well with you and your community. As a result, we only take a few clients at a time and focus on completing each assignment in an exemplary manner. Further, we routinely complete our work in ninety days. This timeframe includes preparation of recruitment and advertising materials, candidate outreach, candidate screening, finalist interviewing, and selection. Finally, we offer one of the better warranties in the industry.

Some of our Florida searches include City Managers for Aventura, Bay Harbor Islands, Bradenton, Cape Coral, Cooper City, Cutler Bay, Destin, Estero, Fort Myers, Fruitland Park, Gainesville, Hallandale Beach, Islamorada, Lady Lake, Melbourne, Miramar, Mount Dora, Ocala, Orange City,

DAYTONA BEACH SHORES, FL

GRAND JUNCTION, CO

PENSACOLA, FL

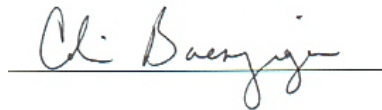
Palm Beach Gardens, Palmetto Bay, Palm Coast, St. Pete Beach, Tavares, Treasure Island, and West Melbourne. Nationally we have found City Managers for Ankeny, IA; Bellevue, WA; Doraville, GA; Fayetteville, NC; Portland, ME; Roanoke, VA; Scottsdale, AZ; Tacoma, WA; and Winchester, VA. We have also found the Borough Manager for Matanuska-Susitna Borough, Alaska (a county the size of West Virginia) as well as County Managers for Brevard County, FL; Clackamas County, OR; Clay County, FL; El Paso County, TX; James City County, VA; Polk County, IA; St. Lucie County, FL; St. Johns County, FL; and Union County, NC.

Some of our current searches include a City Manager for Lake Helen, FL; an Assistant County Manager for Douglas County, NV; and a Landscaping Director for Estero, FL.

Those authorized to bind the company are myself, Colin Baenziger, and Lynelle Klein, Vice President for Operations.

We look forward to formally presenting our credentials and working with you in the near future. If you have any questions, please feel free to contact me at (561) 707-3537.

Sincerely,



Colin Baenziger
Principal / Owner

...Serving Our Clients with a Personal Touch...

I. Qualifications and Experience of the Firm

The Firm, Its Philosophy, & Its Experience

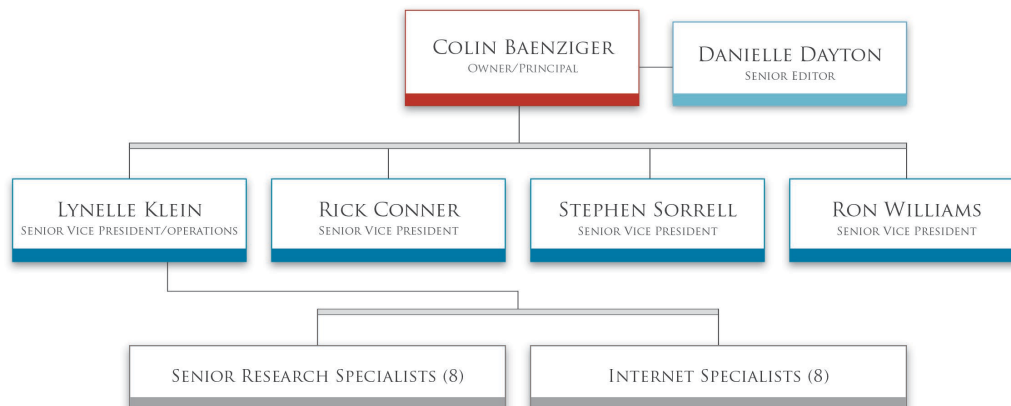
Colin Baenziger & Associates (CB&A) is a nationally recognized executive recruiting firm established in 1997 and owned and operated by Colin Baenziger. We are a sole proprietorship headquartered in Volusia County, FL with satellite offices in Grand Junction, CO, Live Oak, FL, and Pensacola, FL. As a sole proprietorship, we are not registered with any state as a corporation, foreign or otherwise.

Colin Baenziger & Associates' outstanding reputation is derived from our commitment to the quality of our product and the timeliness of the delivery. Further, our work is not done until you are fully satisfied. That means we go the extra mile and, at times, expend more effort and energy than originally anticipated in our action plan. When we do so, we do not ask for more than the originally quoted price. We feel you are hiring us as your experts and once a contract is signed, we have an obligation to fulfill its requirements with excellence, on time, and within budget. We simply do not believe in unforeseen circumstances.

Since beginning our executive search practice in 1998, we have conducted searches for clients in thirty-four states. Overall, we have sought over 230 CEOs for cities, counties, and special districts. We have also conducted over 415 searches overall. The basic approach outlined herein has been refined to the point where it is problem-free.

Technical Capabilities and Organizational Structure

Colin Baenziger & Associates has developed its business model over the past 26 years, and it has proved to be extremely effective. Our work has focused primarily on Executive Search and our staff is extremely capable and experienced. See Section III for more details. The structure of our firm is outlined below.



I. Qualifications and Experience of the Firm (continued)

Completion of Projects within Budget

Colin Baenziger & Associates is proud of its record of completing searches within budget. Once we quote a price to the client, that price is what the client will pay, no matter how difficult the search is or what circumstances may develop. *We have never requested anything beyond the originally quoted price, even when we were probably entitled to do so, and we never will.*

Completion of Projects on Schedule

Colin Baenziger & Associates routinely completes its assignments within ninety days. Further, since CB&A began performing recruitments, *it has never missed a significant project milestone.*

Diversity

CB&A has extensive contacts with individuals and organizations representing women and minorities. We are thus able to identify and bring a diverse group of finalists to the City. The proof is that since 2012, 38% of the candidates selected as semi-finalists have been females and/or minorities. Some years have been as high as 52%.

Prior Names and Litigation

Colin Baenziger & Associates has always operated under its current name and has never been involved in any litigation, except to testify as an expert witness on behalf of one of the parties. Our performance has never been questioned nor have we or any of our clients been involved in any legal action as a result of our work.

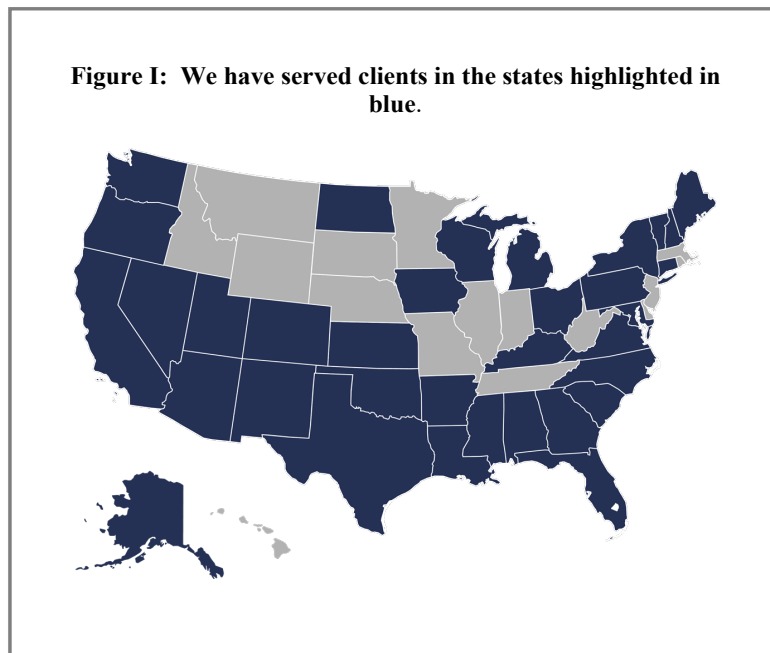
Insurance

To protect our clients, Colin Baenziger & Associates maintains the following insurance coverages: (1) general liability insurance of \$1 million combined single limit per occurrence for bodily injury, personal injury, and property damages, (2) automobile liability insurance of \$1 million per accident, and (3) professional liability insurance of \$1 million per occurrence and \$2 million aggregate. As a small firm, predominantly utilizing independent contractors, we are not typically subject to the requirements for workers compensation and employer liability insurance in many states. If required by the client, and if it is available to us, we will obtain these coverages prior to contract execution.

I. Qualifications and Experience of the Firm *(continued)*

Geographic Reach

Since initiating its search function in 1998, CB&A has become a nationwide recruiting firm. See Figure I below for the states we have conducted searches in. A complete list of our searches can be found in Appendix A.



II. Proposed Work Plan

The following search methodology has been refined over the past twenty-six years and is virtually foolproof. That said, we will integrate any ideas you have into the process to the extent possible. Our goal is to ensure you have the right people to interview as well as all the information you need to make the right decision.

Phase I: Information Gathering / Needs Assessment / Brochure Preparation

Task One: Needs Assessment

An important part of the recruiter's work is selling the community to the very best candidates (including those who are not actively looking for the next job) while providing an honest portrayal of the community and the opportunity. As such, CB&A must first determine the needs of the client and the characteristics of the ideal candidate. Our approach is as follows:

- Gather information from the jurisdiction, its website and other sources;
- Interview the elected body and other key parties (such as City staff). Our goal is to develop a strong sense of your organization, its leadership, its short- and long-term expectations, and its challenges;
- Determine the characteristics of the ideal candidate. These will include experience, longevity, education, personality, demeanor, skills, and achievements as well as other items you and the community consider important;
- Determine a reasonable compensation package; and
- Finalize the timeline with the City so both the elected body and the candidates will know when the interviews will be held and when they need to be available.

If the City wishes, we will gladly incorporate meetings with other stakeholders (such as the business community, non-profit organizations, the religious community, and so on) to gather their insights. We can also solicit the input of your residents through an on-line survey.

Task Two: Develop Position Description and Recruitment Materials

Based on the information we gather; CB&A will next develop a comprehensive recruitment profile for your review. We will then incorporate any additional suggestions you may have and finalize the document. A sample profile is included as Appendix B. Other examples can be found on our firm's website under the "Executive Recruitments" / "Active Recruitments" tabs.

II. Proposed Work Plan (Continued)

Phase II: Recruitment

Task Three: Recruit Candidates

CB&A uses a number of approaches to identify the right people for your position. We say people (and not person) because our goal is to provide you with six to ten outstanding semi-finalists. You then select the top three to five people to interview and ultimately choose the candidate who is the best fit with you and your community. The approaches we use are:

- ***Networking:*** The best approach is diligent outreach. We will network with potential candidates and consult our database of government professionals. Being well established in Florida, we know whom we should contact. As we identify outstanding candidates (many of whom are not in the market), we will approach them and request that they apply. Often excellent candidates are reluctant to respond to advertisements because doing so may alienate their current employers.
- ***Advertising:*** While we will network to find the best, we will not ignore professional organizations and trade press which sometimes yield strong candidates. These might include the International City/County Management Association, related state associations, the National Association of Counties, and sites aimed at female and minority candidates. LinkedIn is another vehicle we may use.
- ***CB&A Website:*** We will also post the recruitment on our website, www.cb-asso.com. With our reputation, many candidates consult it regularly.
- ***Email:*** We will e-mail the recruitment profile through our listserv of almost fourteen thousand managers and professionals who are interested in local government management positions. One of the advantages of e-mail is that if the recipient is not interested, he/she can easily forward the recruitment profile to someone else who may be interested.

We generally do not use local newspapers, national newspapers, or generic websites because while they produce large numbers of applications, they generally do not produce the caliber of candidates we are seeking. If the City wants to have ads placed in these venues, it will need to bear the cost.

Phase III: Screening and Finalist Selection

Task Four: Evaluate the Candidates

Based on our most recent recruiting efforts, we anticipate receiving resumes from forty to sixty applicants. We will use the information we developed in Phase I to narrow the field. Selecting strong candidates is, in reality, more of an art than a science and a mixture of in-depth research and subjective evaluation. While we consider standard ranking factors and the elements of the job, ultimately the most important factor is who we believe will be an outstanding fit with the City and the community as your next City Manager

II. Proposed Work Plan *(Continued)*

Specifically, our efforts will involve:

Step One. Resume Review. CB&A will evaluate all resumes and identify the eight to fifteen candidates of the highest quality.

Step Two. Screening Interview. Our lead recruiters, and possibly other senior representatives of the firm, will interview each of the top candidates. Using what we learned in Phase I and our experience as managers and recruiters, as well as our unique ability to assess candidates, we will determine whether to consider each candidate further.

Step Three. Evaluate the Best Candidates. We will conduct thorough research into the backgrounds of the best six to twelve candidates. Specifically, CB&A will:

- **Ask the Candidates to Prepare a Written Introduction:** We will ask the candidates to answer a series of questions about themselves as an adjunct to their resumes and cover letters. By so doing, (1) the candidates can tell their story *in their own words* and balance the negativity that is so often characteristic of the press, and (2) the City to evaluate the candidates written communication skills.
- **Interviews of References:** We provide the candidate with the positions of the references with whom we wish to speak. These will include current and former elected officials, the municipal attorney, the external auditor, staff members, peers, news media representatives, the director of the local chamber of commerce, community activists, the Human Resources Director they work with, and others who know the candidate. All told, the list will include approximately 20 individuals. We will also attempt to contact some individuals who are not on the candidate's list. Typically, we reach eight to twelve people and prepare a written approximately page long summary of each conversation.
- **Legal Checks:** Through our third-party vendor, American DataBank, we will conduct the following checks: criminal records at the county, state, and national level; civil records for litigation at the county and federal level; motor vehicle records; and bankruptcy and credit. As an aside, while only police departments have access to the gold standard for criminal records (the NCIC database), our vendor has developed a very reliable substitute.
- **Search the Internet, Newspaper Archives, and Social Media:** Virtually every local newspaper has an electronic archive that provides stories about perspective candidates, the issues they have dealt with, how they resolved them and the results. These articles can also provide valuable insights into the candidate's relationship with the public and the governing body. Of course, not all news sources are unbiased, and we consider that in our evaluation. Further, we will review the candidate's social media accounts.
- **Verification of Education and Work History:** We will verify all claimed educational degrees as well as the candidate's work history for the past 15 years to assure the candidate has been completely forthright.

II. Proposed Work Plan (Continued)

- **Candidate Disclosure Statement:** We ask candidates to disclose anything controversial in their background that we need to be aware of. While it is unlikely that they will disclose anything we are not already aware of at this point, we believe redundant checks are beneficial.

As part of our efforts, we will crosscheck sources, search for discrepancies, and resolve them. When sensitive or potentially embarrassing items are discovered, they will be thoroughly researched. Depending on what we discover, we may decide to drop the candidate or to present them with an explanation.

Note: We firmly believe that all background work and checks should be completed prior to presenting them to you. That way you will know the individuals you select to interview are all top performers and do not have anything embarrassing in their pasts that might come to light after selection. It also means that once you have made a selection, you can move forward promptly, negotiate a contract and make an announcement.

Task Five: Preparation and Presentation of Candidate Materials

CB&A will select six to ten candidates and present them for your consideration as finalists. We will provide to you electronically a complete written report for each recommended candidate which will include: the candidate's cover letter, resume, introduction, references, background checks and internet / newspaper archive search results. A complete sample candidate report is included as Appendix C. We will also provide advice on interviewing, a series of questions the elected officials may wish to ask (as well as outlining some areas that it is not wise to get into), and some logistical information.

Task Six: Finalist Selection

Approximately a week after the City has received the candidate materials, CB&A will meet with the elected officials to discuss our findings and to select finalists (ideally five with an alternate) to be invited to interview.

Task Seven: Notify All Candidates of Their Status

We will notify the finalists by telephone and give them the opportunity to ask additional questions. Additionally, we will provide them with information concerning the interviews and travel if necessary.

CB&A will also contact those not selected to be interviewed. Part of the notification will include advice concerning their application materials, even though they were not selected to go forward, they will have gained something valuable from participating in the process.

II. Proposed Work Plan (Continued)

Phase IV: Coordinate the Interview Process and City Manager Selection

Task Eight: Coordinate the Candidate Assessment Process

Prior to the interviews, we will recommend an /evaluation process including mechanisms to assess the candidates' communication skills, interpersonal skills, and decision-making skills. Typically, we suggest the Commission observe the finalists in three settings: a social setting (since the selected candidate will frequently represent the City at community functions), one-on-one interviews, and a Commission meeting.

Day #1: The finalists are given a tour of the community by a knowledgeable staff member or resident. Communities often also include a reception with the City's senior staff at this point.

Later, that evening, the Commission can host a reception for the candidates. The purpose is to observe how the finalists respond to a social situation. As noted, your next City Manager will, after all, represent your local government in a variety of venues. It is thus important to know how the individual will respond to your citizenry. The reception also serves as an icebreaker whereby the Commission Members and the candidates get to know one another informally.

Day #2: The next morning, each candidate will interview individually with each Commission Member for approximately 40 minutes. These meetings provide you with an opportunity to assess how the candidates might interact with you on an individual basis. Ultimately, Managers succeed or fail based on their interaction with the Commission and its individual members. One-on-one interviews are an excellent way to test that interaction.

After lunch, the Commission, as a group, will interview each finalist one at a time for approximately 30 minutes. Part of the interviews might include a PowerPoint presentation, so the Commission can observe the candidates' presentational skills.

We recommend you invite the finalists' spouses to the interviews, so they can become familiar and feel comfortable with the community.

Finally, if it would make you feel more comfortable, we can recommend several third-party management and personality assessment tools that the City can use to provide additional input. They are available at a relatively small cost and are not included in our fee.

Task Nine: Debriefing and Selection

After the interviews are completed, we have developed a simple methodology that moves the elected body quickly and rationally to selecting your next Manager.

II. Proposed Work Plan *(Continued)*

Phase V: Negotiation and Continuing Assistance

Task Ten: Notification, Contract Negotiations and Warranty

If requested, we will assist in the employment agreement negotiations. Generally, a member of the elected body and the attorney conduct the actual negotiations while we provide advice and assistance concerning the compensation package and contract. We can also take the lead role in the negotiations if desired. We have a standard contract you are welcome to use with the selected candidate. Your attorney, of course, will prepare the final contract. Since the basic parameters will have been discussed with the candidates and the candidates have been thoroughly vetted, we expect prompt agreement.

Task Eleven: Continuing Assistance

Our work is not done when the contract is executed. We will stay in touch with you and your new City Manager. Our goal is to be there to assist in resolving any issues that arise before they become intractable. We simply feel it is part of our job to ensure a successful relationship.

Communications: We will provide weekly reports about the status of the search, in writing or by phone, depending upon your preference. At significant milestones we will make the reports in person. We are also available at any time, day or night, to address any questions you have along the way. To do so, we will provide you with our cellphone numbers and you should feel comfortable contacting us whenever you have a question whether it is directly related to the search or, for that matter, anything else related to local government. We are, in addition to being exceptional recruiters, students of local government, and can often provide insights and names of parties who have dealt a wide variety of issues, often with innovative solutions. We want to be responsive and to assist in any way we can.

The City's Obligations

The City will be responsible for providing the facilities for the interview process, coordinating lodging for candidates from outside the area, and making arrangements for the reception. The City will also be responsible for reimbursing the candidates (and spouses, if invited) for all expenses associated with their travel, meals, and incidentals for the interview process.

II. Proposed Work Plan (Continued)

Proposed Project Schedule

We understand the City wants to move quickly on this recruitment. We are uniquely positioned to do so based on our knowledge of and experience in Florida.

Phase I: Needs Assessment / Information Gathering

- October 26th: CB&A begins meeting with the Commission Members and other stakeholders to understand the job and its challenges.
- November 1st: CB&A submits the draft of the full recruitment profile to the City for its review.
- November 8th: City provides comments on the recruitment profile.

Phase II: Recruiting

- November 11th: CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to over 13,500 local government professionals.
- December 2nd: Closing date for submission of applications.
- December 9th: CB&A reports on the results of the recruitment.

Phase III: Screening, Reference Checks and Credential Verification

- January 2nd: CB&A forwards its reports and materials to the City for the recommended candidates. These will include the candidates' cover letters, resumes and introduction as well as the results of our reference, background, and Internet/newspaper archives/social media checks.
- January 9th: City selects approximately five finalists and an alternate to interview.

Phase IV: Interview Process Coordination and City Manager Selection

- January 19th: City holds reception for the finalists.
- January 20th: One-on-one and full Commission interviews and decision.

Phase V: Negotiation, Warranty & Continuing Assistance

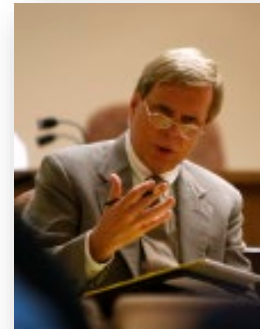
- Post-Selection: CB&A works with City representatives and the selected candidate on an employment agreement.

III. Proposed Project Team

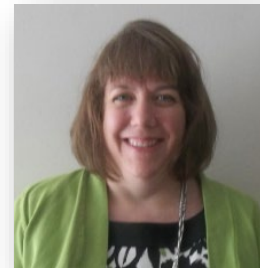
Project Team and Involvement

Colin Baenziger & Associates has assembled an outstanding project team to serve your needs.

Colin Baenziger will have overall responsibility for the execution of the search. Mr. Baenziger has spent ten years in local government as a senior manager and over 30 years as a consultant. In addition to his 25 years in executive search, he specialized in operational reviews of governmental agencies and private sector clients such as the Recording Industry Association of America, and the Marriott Corporation. Mr. Baenziger has a master's degree with distinction in public administration from Cornell University's Graduate School of Management, and a Bachelor of Arts degree from Carleton College. He is also active in the International City Management Association and the Florida City and County Management Association.



Lynelle Klein, Vice President for Operations, is a skilled professional with extensive expertise in executive search. Starting as a research assistant with CB&A 12 years ago, she has now firmly established herself as the number two person at CB&A. Prior to joining the firm, she worked primarily in the private sector providing financial and administrative services. Ms. Klein has an associate degree from Brigham Young University in Rexburg, Idaho. She currently resides in Mesa County, CO.



Stephen Sorrell, Senior Vice President, brings over 35 years of management and technical experience in municipal, county, state, and special district agencies in addition to his work with Colin Baenziger & Associates (CB&A). Some of the leadership positions Steve has held include serving as Executive Director, Emerald Coast Utilities Authority in Pensacola, Florida, and as City Manager, Director of Public Safety, Assistant City Manager, and Director of Finance, all for Hamilton, Ohio. He is a P.E. and earned a Bachelor of Science in Civil Engineering Degree from the University of Dayton, Ohio, and Master of Public Administration Degree from the University of Cincinnati, Ohio. He is a member of the International City/County Management Association, Florida City/County Management Association, Florida Finance Officers Association, American Water Wastewater Association, President of the Exchange Club, President of the Safety Council, Chairman of the Neighborhood Watch Program, and served on the Board of Directors for Senior Services and the Chamber of Commerce. One day, he hopes to slow down – just not yet.



III. Proposed Project Team *(continued)*

Ron Williams, Senior Vice President. While Mr. Williams is technically relatively new to CB&A, he worked with the firm in its infancy and helped develop the operating methodology that has led to our growth and success. His public sector career began as a budget analyst for the City of Miami and culminated as the City Manager for Palmetto Bay (an affluent suburb of Miami, FL with 24,000 residents) and then for Live Oak (a rural city of 7,000 about 100 miles west of Jacksonville, FL). Along the way, he served in high level positions in the juvenile justice, public works, and general services. What excites him now is finding the people you need to fill your key positions, and he is exceptionally good at it. Ron has a Bachelor of Science in Management and a Master's Degree in Public Administration from the University of West Florida. He has also taught at Miami Dade College and in the County's public school system.



Rick Conner, Senior Vice President, has over 30 years of experience in executive recruiting and in local government (serving as a city manager in Florida and Texas) as well as a public works and utilities director. That experience provides him with an excellent perspective of the needs of local government operations and staffing. Rick earned Bachelor of Science Degrees in Business Administration and Engineering from the University of Missouri. He is a Registered Land Surveyor and a Professional Engineer in Missouri, as well as a Professional Engineer in Florida, Tennessee, and Texas. In his spare time, he invents scuba diving equipment and accessories.



IV. References

Town Manager, Bay Harbor Islands, FL (population 5,938)

Contact: Former Mayor and current Councilmember Stephanie Bruder at (305) 866-6241, or
sbruder@bayharborislands-fl.gov

CB&A began its work in May of 2020 to find Bay Harbor Islands' next Town Manager. Our work included searching the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, and recommending finalists for the Town to interview. Through our targeted marketing and outreach efforts, we were able to bring an excellent pool of candidates to the Town. After careful deliberation, the Town selected *Maria Lasday, formerly the Village Manager for Bannockburn Village, IL* in August 2020. Ms. Lasday remains with the Village and is highly respected.



City Manager, Clewiston, FL (population 7,943)

Contact: Commissioner Mali Gardner at 863-983-1484, or
Mali.Gardner@clewiston-fl.gov

CB&A was hired in February 2019 to find Clewiston's next City Manager. We advertised the position, met with the Council and staff to learn what they were looking for, interviewed candidates, completed background checks, and recommended ten candidates to the City. The City eliminated four of the ten candidates and asked us to readvertise the position to add to the pool. We extended the application deadline, as requested, and presented additional candidates to them for consideration. The individual they hired was included in the first ten candidates that we recommended. *Randy Martin, former Interim Manager for Emerald Isle, NC*, was selected in June 2019 and he remains with the City.



City Manager, Cooper City, FL (population 32,000)

Contact: Commissioner Lisa Mallozzi at
754-283-2410 or LMallozzi@CooperCity.gov

CB&A began work in May 2008, to assist the city in finding its next **Manager**. Our work included scouring the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, recommending finalists for the city to interview, and helping with the contract negotiations. *Bruce Loucks, formerly County Administrator for Charlotte County, Florida*, was selected in early August 2008, and remained with the City until November 2018 when he retired. We were hired in 2022 to find their City Manager and *Ryan Eggleston, formerly the Chief ARP Officer for the North Carolina League of Municipalities*, was selected. Mr. Eggleston (pictured) remains with the City.



IV. References (continued)

City Manager, Fruitland Park, FL (population 4,000)

Contact: Commissioner Chris Bell at (352) 326-4291 or
cbell@fruitlandpark.org

CB&A was hired in mid-July 2013 to find Fruitland Park's next **City Manager**. Rick Conner, CB&A's Senior Vice President assumed the Interim City Manager role to assist the City, stabilize the situation, and coordinate the recruitment. The process was challenging, but through extensive outreach efforts, CB&A fielded an excellent group of high-quality candidates for the position, performed background checks, coordinated the interview process, and assisted the City in selecting *Gary LaVenia, former City Manager of Maple Shade, NJ*. According to all reports, the City is exceptionally pleased with the placements. Mr. LaVenia remains with the City.



City Manager, Lake Worth Beach, FL (population 38,010)

Contact: HR Director and Project Liaison Loren Slaydon
at 561.586.1632, or lslaydon@lakeworthbeachfl.gov

CB&A began work in May of 2021 to assist Lake Worth Beach in finding their next City Manager. Our work included scouring the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, recommending finalists for the city to interview, and helping with the contract negotiations. Per the City's request, the interviews were delayed. Carmen Davis, former County Administrator for Hinds County, MS, was selected in September 2021. She remains with the City.



City Manager, Mascotte, FL (population 6,447)

Contact: Mayor Steven Sheffield at 352-536-4758, or
Steven.Sheffield@CityofMascotte.com

CB&A began work in January 2021. Our work included scouring the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, recommending finalists for the city to interview, and helping with the contract negotiations. The process took longer than normal as Mascotte requested we host a citizen survey before we start the recruitment process. In addition, the selected candidate withdrew for personal reasons during contract negotiations and so we led a second recruitment process. *Annamarie Reno, former Township Manager for Richland Township, Michigan*, was selected on October 5, 2022. Ms. Reno remains with the City.



IV. References (continued)

City Manager, Sanibel, FL (population 7,319)

Contact: Councilmember Holly Smith at 239.707.4800, or
Holly.Smith@mysanibel.com

CB&A was hired in July 2021 to find Sanibel's next **City Manager**. Sanibel Island is unique because it incorporated in 1974 to protect the natural aspects of the area and the community's small-town feel. Sanibel was looking for a manager who would protect Sanibel for the long term and continue the goals in their vision statement. Our efforts involved searching the country for strong candidates, conducting extensive background checks, recommending a strong field of candidates, overseeing the interviews, and providing assistance with the contract negotiations. *Dana Souza, formerly the Interim City Manager of Naples, FL*, was selected in late September. Mr. Souza remains with the City.



City Manager, Satellite Beach, FL (population 10,100)

Contact: Former Mayor Frank Catino at (321) 223-7700, or
fcatino@satellitebeach.org

Satellite Beach retained CB&A just after Christmas, 2012 to help find its next **City Manager**. We began work immediately by meeting with the Council Members and based on what we learned, we crafted a recruitment profile. We searched the country for outstanding candidates. Background checks were thorough, and four finalists were selected. Interviews were held on March 15th and 16th and *Courtney Barker, formerly Executive Director of the Planning and Growth Management Department for Titusville, FL*, was selected on the March 21st. Ms. Barker remains with the City.



City Manager, West Park, FL (population 13,700)

Contact: Former Mayor Eric Jones at (954) 410-8139

West Park was a relatively new city in Broward County, FL. CB&A began meeting with the City's elected officials on January 13, 2010, to find its next City Administrator. It was critical to the Council that the finalists all understand the character of the community and be able to function well in an urban environment. The City also wanted a panel of local City Managers to review the finalists and to make recommendations concerning CB&A's finalists (which elongated the process slightly). Interviews were conducted on April 16th and 17th with *Ajibola Balogun, formerly the City Manager of South Miami* being selected on April 21, 2010. Mr. Balogun remains with the City.



IV. References (continued)

Candidate References

While it is important to deliver what the City expects, it is also important to keep candidates informed and to treat them with respect and dignity. Accordingly, we have provided references from four of those candidates.

Placement	Formerly	Recruited To Be	Contact at
Dale Martin	City Manager Winchester, CT	City Manager Fernandina Beach, FL, in September 2015. He left in February 2023 and is currently the City Manager of Flagler Beach, FL	(904) 557-5047 dallmartin@yahoo.com
Eden Freeman	Assistant City Manager Sandy Springs, GA	City Manager Winchester, VA Appointed June 2014, she left in March 2020. She returned to Sandy Springs as the City Manager in January 2022	(404) 683-4816
Bryan Hill	Deputy County Administrator Beaufort County, SC	County Administrator James City County, VA Appointed July 2014 Hired as the Fairfax County, VA, CEO in January 2018	(843) 368-7458
Chris Morrill	Assistant City Manager, Savannah, GA	City Manager, Roanoke, VA Appointed December 2009 Hired as the Executive Director of the Government Finance Officers Association in February 2017	(843) 368-7458

V. Fee and Warranty

Fee

CB&A offers a firm, fixed price of \$34,500, which includes all the expenses we will incur in the search. The only other expenses the City will incur are those associated with bringing the finalists (and spouses, if invited) to interview with the City (travel, meals, hotel etc.). Bills will be rendered as the search progresses and due at the end of each Phase as indicated below:

Requested Services	
Phase I: Needs Analysis / Information Gathering	\$ 4,000
Phase II: Recruiting	14,000
Phase III: Screening	14,000
Phase IV: Interview Process Coordination and Selection	1,500
Phase V: Negotiation and Warranty	1,000
Firm, Fixed Fee Total*	\$34,500

If the City asks us to perform work that is clearly beyond the scope of this proposal, it will be billed at a rate of \$150 per hour. No such work will be performed without your written authorization. Please note, as previously stated, that we have never billed nor requested additional funds beyond our originally quoted fee – even when circumstances suggested we were entitled to them and where the work we performed extended beyond the scope of our assignment.

Warranty

Colin Baenziger & Associates offers one of the best warranties in the industry. We can offer it because we have confidence in our work. Provided we conduct the full search (Phases I-V), follows our recommendations, and selects from among the candidates we recommend, we warrant the following:

- 1) We will not approach the selected candidate for any other position as long as the individual is employed by the City.
- 2) If the selected individual leaves for any reason other than an Act of God (such as total incapacitation or death) within the first year, CB&A will repeat the search for the reimbursement of our expenses only.
- 3) If you are not satisfied with the candidates we present, CB&A will repeat the search until you are satisfied.
- 4) Our price is guaranteed and will not be exceeded for any reason, even if conditions change after the contract is executed.

COLIN BAENZIGER & ASSOCIATES
EXECUTIVE RECRUITING



**PROPOSAL TO PROVIDE EXECUTIVE RECRUITMENT SERVICES
FOR
PEMBROKE PARK, FL
Volume II: Appendices**

Colin Baenziger & Associates

Contact Person:

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Colin Baenziger & Associates
2055 South Atlantic Avenue • Suite 504
Daytona Beach Shores, FL 32118
e-mail: Colin@cb-asso.com
Fax: (888) 635-2430

...Serving Our Clients with a Personal Touch...

**PROPOSAL To Be The City’s
EXECUTIVE RECRUITING FIRM**

TABLE OF CONTENTS

	<u>PAGE</u>
APPENDIX A: ALL GOVERNMENTAL SEARCH ASSIGNMENTS	A-1
APPENDIX B: SAMPLE RECRUITMENT BROCHURE	B-1
APPENDIX C: SAMPLE CANDIDATE REPORT	C-1
APPENDIX D: RESOLUTION OF ST. JOHNS COUNTY, FL	D-1
APPENDIX E: CB&A’S VETTING PROCESS FROM DALE MARTIN	E-1

Appendix A

*Searches by
Colin Baenziger & Associate' Staff*

Governmental Search Assignments

Current Searches

City Manager, Lake Helen, FL (population 2,871)

Assistant County Manager, Douglas County, NV (population 49,628)

Landscaping Director, Estero, FL (population 33,450)

Completed Searches in 2023

City Manager, Belle Isle, FL (population 7,344)

City Manager, Cooper City, FL (population 33,867)

City Manager, Fernandina Beach, FL (population 13,199)

City Manager, Fircrest, WA (population 7,174)

City Manager, Flagler Beach, FL (population 5,458)

City Manager, Fort Walton Beach FL (population 20,879)

County Administrator, Indian River County, FL (population 163,662)

Town Manager, Juno Beach, FL (population 3,770)

County Administrator, Manatee County, FL (population 422,774)

Town Manager, Oakland, FL (population 5,400)

Town Manager/Finance Director, Ocean Ridge, FL (population 1,830)

City Manager, Port Richey, FL (Population 3,250)

County Administrator, St. Lucie County, FL (population 343,579)

Deputy Water & Sewer Director, Miami-Dade County, FL (population 2.706 million)

Assistant to the City Manager, North Myrtle Beach, SC (18,790)

City Attorney, Sebastian, FL (population 25,703)

General Manager, Beaufort-Jasper &; Sewer Authority, SC (population served 150,000)

General Manager, Sun 'n Lake Improvement District, FL (population served 9,000+)

Governmental Search Assignments (continued)

Completed Searches Prior to 2023

City/Town/Village Manager/Administrator

City Manager, Albany, GA (population 75,600) in 2011
City Manager, Ankeny, IA (population 45,600) in 2013
City Manager, Ashland, KY (population 21,000) in 2013
City Manager, Auburn, AL (population 58,582) in 2017
City Manager, Aventura, FL (population 37,724) in 2017 and 2018
Village Manager, Bal Harbour, FL (population 3,300) in 2013
City Manager, Bartow, FL (population 16,000) in 2007 in 2017 and 2022
Town Manager, Bay Harbor Islands, FL (population 5,628) in 2007, 2012 and 2020
City Manager, Bellevue, WA (population 122,400) in 2014
City Administrator, Bradenton, FL (population 60,888) in 2021
City Manager, Brighton, CO (population 41,254) in 2020
Town Manager, Buckeye, AZ (population 32,000) in 2006
City Manager, Burien, WA (population 55,188) in 2017
City Manager, Cape Canaveral, FL (population 10,200) in 2010
City Manager, Cape Coral, FL (population 194,570) in 2012 and 2020
City Manager, Carnation, WA (population 1,873) in 2017
City Manager, Casselberry, FL (population 25,000), in 2005
City Manager, Chamblee, GA (population 17,000) in 2011
City Manager, Clewiston, FL (population 7,270) in 2019
City Manager, Cocoa Beach, FL (population 11,200) in 2012, 2015 and 2016
City Administrator, Connell, WA (population 4,200) in 2014
City Manager, Cooper City, FL (population 32,000) in 2008
City Manager, Coral Gables, FL (population 43,000) in 2009
City Manager, Cottonwood Heights, UT (population 34,000) in 2004
City Manager, Covington, VA (population 5,802) in 2016
City Manager, Crescent City, FL (population 1,542) in 2020
Town Manager, Cutler Bay, FL (population 35,000) in 2006
City Manager, Dania Beach, FL (population 28,000) in 2009
City Manager, Danville, VA (population 43,000) in 2016
City Manager, Deerfield Beach, FL (population 78,000) in 2019
City Manager, Delray Beach, FL (population 64,100) in 2014
City Manager, Deltona, FL (population 83,000) in 2006 and 2008
City Manager, Destin, FL (population 12,000) in 2003 and 2011
City Administrator, Dickinson, ND (population 22,300) in 2018
City Manager, Doral, FL (population 24,000), in 2004
City Manager, Doraville, GA (population 10,896) in 2013, 2017 and 2020
Town Manager, Dundee, FL (population 3,000) in 2006 and 2009
City Manager, Ellensburg, WA (population 18,350) in 2014
City Manager, Elmira, NY (population 29,200) in 2014
Village Manager, Estero, FL (population 26,600) in 2015
City Manager, Fairborn, OH (population 33,200) in 2017

Governmental Search Assignments (continued)

City/Town/Village Manager/Administrator (continued)

City Manager, Fayetteville, NC (population 208,000) in 2012
City Manager, Fernandina Beach, FL (population 11,000) in 2006 and 2015
City Manager, Fife, WA (population 8,700) in 2010
City Manager, Fort Myers, FL (population 68,190) in 2016
Town Manager, Fort Myers Beach, FL (population 6,900) in 2006 and 2008
City Manager, Fort Pierce, FL (population 41,900) in 2012
City Manager, Fort Smith, AR (population 87,650) in 2016
City Manager, Fruitland Park, FL (population 4,100) in 2013
City Manager, Gainesville, FL (population 133,857) in 2016 and 2019
City Manager, Greensboro, NC (population 259,000) in 2009
City Manager, Groveland, FL (population 12,493) in 2018
City Manager, Hallandale Beach, FL (population 39,000) in 2010 and 2012
City Manager, Holly Hill, FL (population 13,000) in 2008 (partial search)
City Manager, Homestead, FL (population 62,000) in 2010
City Manager, Indianola, IA (population 15,108) in 2015
Village Manager, Islamorada, Village of Islands, FL (population 7,500) in 1999, 2005, 2021 and 2022
City Manager, Jacksonville Beach, FL (population 23,387) in 2018
Town Manager, Juno Beach, FL (population 3,600) in 2005
Village Manager, Key Biscayne, FL (population 11,000) in 2007 and 2011
City Manager, Key West, FL (population 24,600) in 2012
Town Manager, Lady Lake, FL (population 15,954) in 2021
City Administrator, Lake Forest Park, WA (population 13,059) in 2018
Town Manager, Lake Park, FL (population 9,100) in 2001 and 2003
City Manager, Lake Worth Beach, FL (population 38,010) in 2003, 2007 and 2021
Town Manager, Lantana, FL (population 9,600) in 2000 and 2021
City Manager, Lauderdale Lakes, FL (population 32,000) in 1998 and 2002
City Manager, Leesburg, FL (population 20,390) in 2013
City Manager, Madeira Beach, FL (population 12,300) in 2011
Town Manager, Mangonia Park, FL (population 1,400) in 2001
City Manager, Marathon, FL (population 11,500) in 2002 and 2004
City Manager, Marco Island, FL (population 15,000) in 2014
City Manager, Mascotte, FL (population 5,873) in 2021
City Manager, Medina, WA (population 3,000) in 2013
City Manager, Melbourne, FL (population 72,500) in 2012
City Manager, Miami Gardens, FL (population 101,000) in 2004
City Manager, Mill Creek, WA (18,828) in 2015 and 2022
City Manager, Miramar, FL (population 122,000) in 2013
City Manager, Monroe, NC (population 33,500) in 2013
City Manager, Montverde, FL (population 1,675) in 2020
Town Manager, Mooresville, NC (population 41,995) in 2019
City Manager, Mount Dora, FL (population 12,000) in 2005
City Manager, Mount Pleasant, MI (population 26,000) in 2014

Governmental Search Assignments (continued)

City/Town/Village Manager/Administrator (continued)

City Manager, Mountlake Terrace, WA (population 20,700) in 2014 and 2016
City Manager, Naples, FL (population 21,800) in 2018
City Manager, New Smyrna Beach, FL (population 23,000) in 2009
City Manager, Normandy Park, WA (population 6,335) in 2013 and 2015
City Manager, North Miami, FL (population 62,000) in 2010 and 2014
Village Manager, North Palm Beach, FL (population 12,500) in 2004, 2005, 2007 and 2012
City Manager, North Port, FL (population 55,800) in 2011
Town Manager, North Topsail Beach, NC (population 734) in 2018
City Manager, Norwich, CT (population 40,500) in 2016
City Manager, Oakland Park, FL (population 42,800) in 2014
City Manager, Ocala, FL (population 52,000) in 2008 and 2015
City Manager, Opa-Locka, FL (population 2,180) in 2019
City Manager, Orange City, FL (population 10,000) in 2010 and 2016
City Manager, Orange Park, FL (population 9,100) in 2010
City Manager, Oviedo, FL (population 33,000) in 2008
City Manager, Palm Bay, FL (current population 101,000) in 2002 and 2015
City Manager, Palm Coast, FL (population 71,000) in 2006
Village Manager, Palmetto Bay, FL (population 24,000) in 2003
City Manager, Panama City Beach, FL (population 12,776) in 2012 and 2019
City Manager, Parkland, FL (population 30,177) in 2017
City Manager, Petersburg, VA (population 32,701) in 2017
Village Manager, Pinecrest, FL (population 19,300) in 2011
City Manager, Pompano Beach, FL (population 101,000) in 2007
City Manager, Port Orange, FL (population 67,494) in 2021
City Manager, Port Richey, FL (2,869) in 2020
City Manager, Port St. Lucie, FL (population 174,100) in 2016
City Manager, Portland, ME (population 65,000) in 2011
City Manager, Prosser, WA (population 5,802) in 2016
Chief Administrative Officer, Renton, WA (population 100,953) in 2021
City Manager, Riviera Beach, FL (population 37,000) in 2009
City Manager, Roanoke, VA (population 98,465) in 2009 and 2017
City Manager, Sammamish, WA (population 64,548) in 2019
City Manager, Sanibel Island, FL (population 7,319) in 2021
City Manager, Sarasota, FL (population 55,000) in 2012
City Manager, Satellite Beach, FL (population 10,100) in 2013
City Manager, Savannah, GA (population 142,800) in 2016
City Manager, Scottsdale, AZ (population 217,400) in 2013
City Manager, Sebastian, FL (population 24,772) in 2018
City Manager, Seminole, FL (population 17,800) in 2015
City Manager, Sequim, WA (population 6,700) in 2015 and 2021
Town Manager, Sewall's Point, FL (population 2,000) in 2006
Township Manager, Spring Garden Township, PA (population 12,963) in 2018
Township Manager, Springettsbury Township, PA (population 26,700) in 2014 and 2016

Governmental Search Assignments (continued)

City/Town/Village Manager/Administrator (continued)

City Manager, St. Pete Beach, FL (population 10,000) in 2014 and 2019
City Manager, Stuart, FL (population 17,000) in 2006 and 2017
City Manager, Sunny Isles Beach, FL (population 17,000) in 2006 and 2011
City Manager, Sunrise, FL (population 84,400) in 2012
City Manager, Sunnyside, WA (population 15,860) in 2013 and 2018
Town Manager, Surfside, FL (population 6,000) in 2014
City Manager, Tacoma, WA (population 200,000) in 2011 and 2017
City Administrator, Tavares, FL (population 11,000) in 2006
City Manager, Temple Terrace, FL (population 26,901) in 2022
City Manager, Titusville, FL (population 43,940) in 2014
City Manager, Treasure Island, FL (population 6,937) in 2017
City Manager, Vero Beach, FL (population 16,751) in 2019
City Manager, West Melbourne, FL (population 15,000) in 2009
City Manager, West Park, FL (population 12,000) in 2005 and 2010
City Manager, Weston, FL (population 70,015) in 2019
City Manager, Winchester, VA (population 28,108) in 2014 and 2020
City Manager, Winter Haven, FL (population 37,900) in 2017
City Manager, Yakima, WA (population 91,000) in 2011 and 2012

County Administrator / Manager - Completed Searches

County Manager, Alachua County, FL (population 251,400) in 2014
County Manager, Baker County, FL (population 27,000) in 2006
County Administrator, Bay County, FL (population 158,000) in 2005
County Manager, Brevard County, FL (population 536,000) in 2009
County Administrator, Broward County, FL (population 1,800,000) in 2006
County Administrator, Clackamas County, OR (population 383,900) in 2013
County Manager, Clay County, FL (population 212,230) in 2005, 2011 and 2019
Chief Administrator, El Paso County, TX (population 827,700) in 2014 and 2016
County Administrator, Emmet County, MI (population 32,900) in 2014
County Manager, Flagler County, FL (population 83,000) in 2007
County Manager, Fulton County, GA, (partial search) in 2015 (population 894,300) in 2015
County Administrator, Hernando County, FL (population 172,800) in 2012
County Administrator, Highlands County, FL (population 98,000) in 2008
County Administrator, James City County, VA (population 69,000) in 2014
County Manager, Lee County, FL (population 600,000) in 2009
County Administrator, Martin County, FL (population 140,000) in 2005
Borough Manager, Matanuska-Susitna Borough, AK (population 85,000) in 2011
County Administrator, Monroe County, FL (population 80,000) in 2004
County Administrator, Nassau County, FL (population 60,000) in 2004
County Administrator, Okaloosa County, FL (population 183,500) in 2013
County Administrator, Okeechobee County, FL (population 39,000) in 2008

Governmental Search Assignments (continued)

County Administrator / Manager - Completed Searches (continued)

County Manager, Osceola County, FL (population 235,000) in 2003 and 2007
County Administrator, Polk County, IA (population 400,000) in 2007 and 2011
County Manager, Seminole County, FL (population 410,000) in 2006
County Administrator, St. Johns County, FL (population 162,000) in 2007
County Administrator, St. Lucie County, FL (population 284,000) in 2014
County Manager, Union County, NC (population 198,600) in 2010
County Administrator, York County, VA (population 66,269) in 2015

Completed Searches – Other Municipal CEO

Executive Director, Bartow Municipal Airport Development Authority, Bartow, FL in 2017
Chief Executive Officer, Chatham Area Transit, Savannah, GA (population served 286,900) in 2016
General Manager, Chittenden Solid Waste District, Williston, VT (population 157,461) in 2016
General Manager, Holiday Park Recreation District, FL (population 4,500) in 2007
Executive Director, Lakewood Ranch Inter-District Authority, Manatee County, FL (population 15,000) in 2011 and 2022
Executive Director, Northern Palm Beach Improvement District, Palm Beach Gardens, FL (population 200,000) in 2003
Executive Director, South Correctional Entity (SCORE), Des Moines, WA (population served 406,000) in 2018

Community Association CEOs and Assistant CEOs

Chief Operating Officer, Amelia Island Plantation Community Association, FL (population 3,000) in 2016
Executive Director, Lakewood Ranch Inter-District Authority, Manatee County, FL (population 15,000) in 2011 (The Executive Director also managed five community associations.)
Executive Director, Sun City Summerlin Home Owners Association, Las Vegas, NV (population 14,000) in 2015 and 2017
Vice President for Administration, Ocean Reef Communication Association, Key Largo, FL in 2017
Vice President, Public Works & Operations, Ocean Reef Community Association (population 2,000), Key Largo, FL, in 2001

Completed Searches – Assistant/Deputy Managers

Assistant City Manager / Operations, Corpus Christi, TX (population 308,000) in 2013
Assistant City Manager / Utilities, Corpus Christi, TX (population 308,000) in 2014
Deputy City Manager, Danville, VA (43,000) in 2016

Governmental Search Assignments (continued)

Completed Searches – Assistant/Deputy Managers (continued)

Deputy City Administrator, Dickinson, ND (population 22,300) in 2016
Deputy City Manager for Community Building, Durham, NC (population 220,000) in 2009
Assistant Town Manager, Jupiter Island, FL (population 654) in 2010
Assistant Village Manager, Islamorada, Village of Islands, FL (population 7,500) in 1998
Assistant City Manager, Lake Worth Beach, FL (population 37,000) in 2004
Assistant County Administrator, Martin County, FL (population 140,000) in 2006
Deputy City Manager, Sammamish, WA (60,000) in 2016
Assistant City Manager, Tamarac, FL (population 55,500) in 2001
Assistant City Manager, West Palm Beach, FL (population 101,000) in 2004 and 2013

Completed Searches – City or County Attorneys

County Attorney, Clay County, FL (population 196,400) in 2016
City Attorney, Daytona Beach, FL (62,300) in 2016
City Attorney, Fort Lauderdale, FL (population 178,752) in 2018
City Attorney, Fort Pierce, FL (population 41,590) in 2016 and 2018
County Attorney, Fulton County, GA (population 996,319) in 2015
City Attorney, Lawton, OK (population 94,653) in 2020
City Attorney firm, Naples, FL (population 22,367) in 2021
City Attorney, Ocala, FL (population 60,021) in 2022
Chief Labor Negotiator, Orlando, FL (population 270,934) in 2018
City Attorney, Port St. Lucie, FL (population 185,132) in 2016 and 2019
County Attorney, Prince William County, VA (population 438,580) in 2015
City Attorney, Roanoke, VA (population 96,000) in 2012
Fire District Attorney, St. Lucie County Fire District, FL (population 298,600) in 2017
City Attorney, Vero Beach, FL (population 16,751) in 2019
City Attorney, West Melbourne, FL (population 15,000) in 2008

Completed Searches – Community Development/Growth Management/Planning

Planning and Community Development Director, Bradenton, FL (population 60,888) in 2021
Growth Management Director, Collier County, FL (population 357,305) in 2015 and 2017
Community Development Director, Danville, VA (population 43,000) in 2016
Planning and Development Director, Fairfax County, VA (population 1,150,309) in 2022
Director, Building and Development, Loudoun County, VA (population 336,900) in 2014
Community Development Director, Miami, FL (population 408,000) in 2008
Director of Planning, Building and Development, Roanoke, VA (population 96,000) in 2012
General Manager, North Sarasota Redevelopment District, Sarasota, FL (population 53,000) in 2008
Growth Management Director, St. Lucie County, FL (population 261,000) in 2005
Community Development Director, Tamarac, FL (population 55,500) in 2007

Governmental Search Assignments (continued)

Completed Searches – Economic Development / Redevelopment

Growth Management Manager, Wellington, FL (population 55,000) in 2009
Executive Director, Camden County (GA) Joint Development Authority (pop. 51,400) in 2014
Economic Development Director, Collier County, FL (population 328,000) in 2012
Economic Development Director, Concord, NH (population 42,444) in 2017
Assistant City Manager for Community Building, Durham, NC (population 220,000) in 2009
Economic Development Director, Roanoke, VA (population 96,000) in 2012
Director, Office of Economic & Workforce Development, Durham, NC (pop. 220,000), 2009
Economic Development Director, Loudoun County, VA (population 326,000) in 2010
Economic Development Director, St. Johns County, FL (population 162,000) in 2011

Completed Searches – Engineers

City Engineer, Gulfport, MS (population 90,000) in 2008
Director/Engineering/Public Works /Utilities, Hallandale Beach, FL (population 39,000) 2013
Deputy County Engineer, Martin County, FL (population 140,000) in 2006
Assistant City Engineer, Melbourne, FL (population 75,000) in 2008
City Engineer, Sunny Isles Beach, FL (population 17,000) in 2006
Staff Engineer, Wellington, FL (population 55,000) in 2009

Completed Searches – Facilities Management

Director, Performing Arts & Convention Center, Federal Way, WA (population 92,700) in 2015
Director, Landscaping, Weston, FL (population 65,300) in 2013

Completed Searches – Finance and Budget

Finance Director, Altus, OK (population 19,800) (background check) in 2012
Finance Director, College Park, MD (population 32,256) in 2016
Procurement Director, Collier County, FL (population 357,305) in 2016
Finance Director, Danville, VA (population 43,000) in 2014
Finance Director, Daytona Beach, FL (population 31,860) in 2012
Finance Director, DeLand, FL (population 28,230) in 2016
Finance Director, Escambia County (FL) Housing Authority (population served: 302,700), 2014
Chief Financial Officer, Estero, FL (population 36,939) in 2022
Finance Director, Fort Walton Beach, FL (population 20,000) in 2006
Finance Director, Gainesville, FL (population 133,857) in 2020
Finance Director, Groveland, FL (population 12,493) in 2018
Director, Management & Financial Services, Loudoun County, VA (population 326,000) in 2012
Manager, Office of Management & Budget, Lake Worth Beach, FL (population 37,000) in 2010
Finance Director, Lauderdale Lakes, FL (population 32,000) in 1998

Governmental Search Assignments (continued)

Completed Searches – Finance and Budget (continued)

Finance Director, Miami, FL (population 408,000) in 2013
Finance Director, Miramar, FL (population 130,300) in 2016
Treasurer, Miami, FL (population 408,000) in 2013
Finance Director, Oregon City, OR (population 31,860) in 2012
Finance Director, Petersburg, VA (population 32,701) in 2017
Finance Director, Roanoke, VA (population 99,000) in 2014
Director of Finance and Administration, Roanoke Regional Airport, Roanoke, VA, in 2014
Revenue Operations Director, Savannah, GA (population 142,800) in 2017
Budget Director, St. Petersburg, FL (population 248,000) in 2009
Finance Director, St. Petersburg, FL (population 248,000) in 2010
Finance Director, Sunny Isles Beach, FL (population 17,000) in 2010
Finance Director, Surfside, FL (population 5,700) in 2012
Finance Director, Tamarac, FL (population 55,500) in 2005 and 2009
Finance Director, West Palm Beach, FL (population 101,000) in 2007
Chief Financial Officer, Winter Springs, FL (population 36,342) in 2022

Completed Searches – Fire/EMS/Dispatch

Fire Chief, Cape Coral, FL (population 154,300) in 2013
Fire Chief, Lauderdale Lakes, FL (population 32,000) in 1999
Executive Director, South Sound 911 (serves a population of 808,000), Tacoma, WA, in 2013
Fire Chief, St. Lucie County Fire District, FL (population 298,600) in 2018
Fire Chief, West Palm Beach, FL (population 101,000) in 2005

Completed Searches – General Services / Administration

General Services Director, Loudoun County, VA (population 349,700) in 2015

Completed Searches – Housing/Building

Building Official, Jupiter Island, FL (population 580) in 2005 and 2010
Building Official, Miami Beach, FL (population 91,000) in 2005
Building Official, Sewall's Point, FL (population 2,000) in 2006
Building Official, Tamarac, FL (population 55,000) in 2008

Completed Searches – Human Resources

Human Resources Director, Boca Raton, FL (population 84,000) in 2006
Human Resources Director, Cape Coral, FL (population 154,300) in 2013

Governmental Search Assignments (continued)

Completed Searches – Human Resources (continued)

Director, Human Resources, Gainesville, FL (population 125,000) in 2014
Director of Personnel, Fulton County, GA (population 992,000) in 2010
Director, Human Resources, Hillsborough County, FL (population 1,292,000) in 2015
Human Resources Office, Loudoun County, VA (population 326,000) in 2011
Human Resources Administrator, Martin County, FL (population 140,000) in 2007
Personnel Director, North Miami, FL (population 56,000) in 2001
Director, Human Resources, Sunrise, FL (population 88,800) in 2015
Director, Human Resources, Roanoke, VA (population 99,000) in 2014
Personnel Director, Vero Beach, FL (population 17,900) in 2003
Human Resources Director, West Palm Beach, FL (101,900) in 2013 and 2014

Completed Searches – Health and Human Services

Director, Health and Human Services, St. Johns County, FL (population 162,000) in 2010

Completed Searches – Information Technology

Information Services Director, Cooper City, FL (population 33,382) in 2017
Information Services Director, Lauderdale Lakes, FL (population 32,000) in 1998
Information Services Director, Palm Beach County Tax Collector (population 1,300,000), Palm Beach County, FL in 2012 (partial search)
Chief Information Officer, Weston, FL (population 65,300) in 2015

Completed Searches – Parks/Recreation/Libraries

Parks and Recreation Director, Cape Coral, FL (population 179,804) in 2018
Parks and Recreation Director, Deerfield Beach, FL (population 78,041) in 2017 and 2019
Director, Parks, Recreation, & Conservation, Hillsborough County, FL (pop. 1,292,000) in 2015
Director, Parks and Recreation, Hobbs, NM (population 35,000) in 2014
District Manager, Holiday Park Recreation District, Palm Bay, FL (population 1,400) in 2007
Libraries and Information Services Director, Newport News, VA (population 183,000) in 2017
Library Services Director, St. Johns County, FL (population 162,000) in 2007
Parks and Recreation Director, West Palm Beach, FL (population 101,000) in 2006
Parks and Recreation Director, Weston, FL (population 70,015) in 2019

Completed Searches – Police

Police Chief, Farmington, NM (population 45,900) in 2014
Police Chief, Golden Beach, FL (population 355) in 2011 (partial search)

Governmental Search Assignments (continued)

Completed Searches – Police (continued)

Police Chief, Indian Creek Village, FL (population 89) in 2022
Police Chief, Lauderhill, FL (population 66,900) in 2011 (partial search)
Police Chief, Melbourne, FL (population 76,000) in 2011 (partial search)
Chief of Police, Mooresville, NC (population 35,300) in 2016
Police Chief, Petersburg, VA (population 32,701) in 2017
Director of Administration – Public Safety, Ocean Reef Community Association, Key Largo, FL in 2016
Police Chief, Sewall's Point, FL (population 2,000) in 2007
Police Chief, St. Augustine Beach, FL (population 6,200) in 2012
Police Chief, Sunny Isles Beach, FL (population 17,000) in 2010
Police Chief, Winchester, VA (population 27,216) in 2017

Completed Searches – Public Works

Public Works Director, Aventura, FL (population 37,200) in 2016
Public Works Director, Camden County, GA (population 53,044) in 2019
Solid Waste Director, Camden County, GA (population 53,044) in 2018
Public Works Director, Chandler, AZ (population 250,000) in 2007
General Manager, Chittenden Solid Waste District, Williston, VT (population 157,461) in 2016
Executive Director, Northern Palm Beach Improvement District, Palm Beach Gardens, FL (population 200,000) in 2003
Vice President, Public Works & Operations, Ocean Reef Community Association (population 2,000), Key Largo, FL, in 2001
Executive Director, Environment and Infrastructure, Pinellas County, FL (pop. 917,000) in 2012
Public Works Administrator, Renton, WA (population 100,953) in 2020
Public Works Director, Sammamish, WA (60,000) in 2016
Director/Capital Projects Manager/City Engineer, Sunny Isles Beach, FL (pop. 17,000) in 2007
Assistant Public Works Director, Sumter County, FL (107,000) in 2015
Assistant Public Works Director, Sunny Isles Beach, FL (population 17,000) in 2008
Public Works Director, Tamarac, FL (population 55,500) in 2003
Solid Waste Director, Tampa, FL (population 335,700) in 2014
Director, Landscaping, Weston, FL (population 65,300) in 2013

Completed Searches – Transportation

Chief Executive Officer, Chatham Area Transit, Savannah, GA (population served 286,900) in 2016 and 2022

Governmental Search Assignments (continued)

Completed Searches – Utilities

Water Resources Director, Asheville, NC (population 87,200) in 2015
Executive Director, Cape Fear Utility Authority, Wilmington, NC (population served 230,000) in 2021
Utility Director, Danville, VA (population 43,000) in 2015
Power & Light Division Director, Danville, VA (population 43,000) in 2015
Water and Gas Director, Danville, VA (population 43,000) in 2016
Utilities Manager, Deerfield Beach, FL (population 78,041) in 2017
Watershed Management (Water and Wastewater) Director, DeKalb County, GA (population 691,900) in 2011 and 2013
Executive Director, Des Moines (IA) Water Works (serves a population of over 500,000) in 2012 and 2020
Executive Director, Emerald Coast Utilities Authority, Pensacola, FL (population served 300,000) in 2020
Executive Director, Florida Keys Aqueduct Authority, Key West, FL (pop. 90,000) in 2003
General Manager, Island Water Association, Sanibel, FL in 2018
Utilities Director, Lake Worth, FL (population 37,000) in 2009
Waterworks Director, Newport News, VA (population 183,000) in 2017
Executive Director, Onslow Water & Sewer Authority, Jacksonville, NC, (pop. 160,000) in 2009
Utilities Director, Palm Bay, FL (population 101,000) in 2005
Utilities Director, Panama City, FL (population 38,286) in 2017
Executive Director, Environment and Infrastructure, Pinellas County, FL (pop. 917,000) in 2012
Executive Director, Sewerage and Water Board of New Orleans, LA (population 369,000) in 2013
Customer Service Chief (a C Suite level position), Sewerage and Water Board of New Orleans, LA (population 369,000) in 2020
Director, South Martin Regional Utilities, FL (population 22,000) in 2013
Executive Director, Spartanburg Water, SC (population served 327,997) in 2022
Water (Wastewater) Resources Director, St. Petersburg, FL (population 248,000) in 2008
General Manager, Tampa Bay Water, FL (population served 2,400,000) in 2008 and 2021
Chief Operating Officer, Tampa Bay Water, FL (population served 2,400,000) in 2022

Completed Searches – Work Force Management

Director, Office of Economic & Workforce Development, Durham, NC (pop. on 220,000), 2009

Completed Searches – Other

Chief Operating Officer, Amelia Island Plantation Community Association, FL (population 3,000) in 2016
City Clerk, Lauderdale Lakes, FL (population 32,000) in 1998
Clerk to the County Commission, Fulton County, GA (population 1.02 million) in 2018

Governmental Search Assignments (continued)

Completed Searches – Other (continued)

Director, Registrations and Elections, Fulton County, GA (population 992,000) in 2009

Environmental Resources Director, St. Lucie County, FL (population 261,000) in 2009

Executive Director, Sun City Summerlin Homeowners Association, Las Vegas, NV
(population 14,000) in 2015 and 2017

Special Projects Coordinator, Islamorada, Village of Islands, FL (population 7,500) in 1998

Vice President for Administration, Ocean Reef Communication Association, Key Largo, FL
in 2017

Appendix B

Sample Brochure: City Manager Search Cooper City, FL



— POSITION AVAILABLE —

CITY MANAGER
Apply by February 24, 2023

Cooper City's motto is "Someplace Special", and it is a very special place. In fact, it is one of the finest suburbs in Southeast Florida. With outstanding schools, a wonderful year round climate, and an abundance of parks, recreational facilities, and programs for all ages, it has long been known as an excellent place to raise a family. The quality of life here is simply superb and Cooper City possesses a unique charm.

The City has a small-town atmosphere while being part of a large metropolitan area. Locally, Cooper City's Parks and Recreation Department organizes many community events, often drawing thousands of people, including residents and visitors from neighboring municipalities. Some of these events are Founder's Day, Light Up Cooper City, Eat to the Beat, Father Daughter Dance, Mother and Son Adventure, Spring Egg-Stravaganza, Touch-a-Truck, Bike Rodeo, Halloween Extravaganza, and community garage sales, among others.

Broward County is home to miles of beaches, beachfront dining and entertainment, as well as Everglades National



B-1

Park, Seminole Hard Rock Hotel and Casino, Hard Rock Stadium (home to the Miami Dolphins and University of Miami Hurricanes), FLA Live Arena (hosting concerts and home of the Florida Panther NHL team), Sawgrass Mills (the largest outlet shopping destination in the country), and Flamingo Gardens (a botanical garden which is home to innumerable plants—including the largest tree in Florida) For those who enjoy culture, Fort Lauderdale is known for the Broward Center for the Performing Arts (which offers a wide variety entertainment including touring Broadway productions) and for the NSU Museum of Art. If that is not enough, neighboring Miami-Dade and Palm Beach Counties offer even more opportunities.

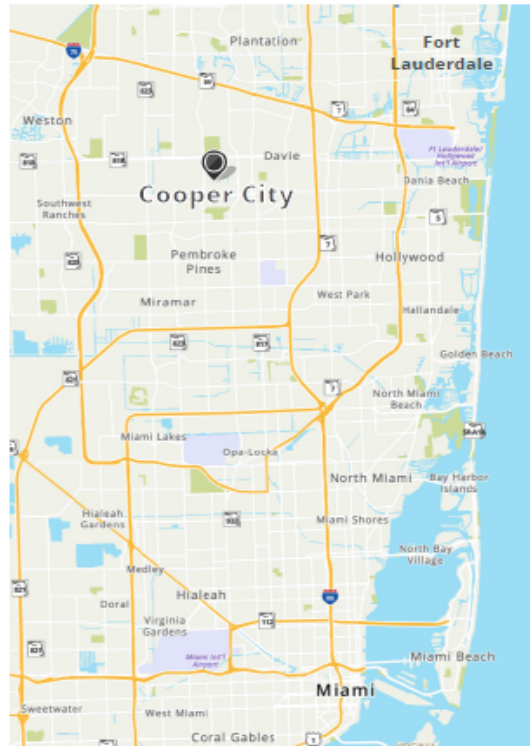
The Optimist Club of Cooper City provides seasonal recreational opportunities, utilizing the City's three sports complexes: Suellen H. Fardelmann Sports Complex, Bill Lips Sports Complex, and Flamingo West Park. The sports offered are basketball, beach volleyball, pickle ball, flag football, girls softball, soccer, travel soccer, cheerleading, baseball, and tackle football.

Known as one of the best places to live in Florida, the City offers residents a sparse suburban feel where most residents own their homes. The median home price for single-family dwellings is \$686,135, and, until recently, stayed on the market only a few days. Crime is low here—in fact, lower than approximately 72% of Florida communities.

Five "A" rated public schools are located in Cooper City and have held that rating for more than two decades. They are Cooper City Elementary School, Embassy Creek Elementary School, Griffin Elementary School, Pioneer Middle School, and Cooper City High School. Numerous charter, private and religious schools are also located within Cooper City, providing residents with additional options that complement the five public schools.

If you seek higher education, 47 colleges and universities are within 50 miles of Cooper City. The nearest is Nova Southeastern University, Broward County's only doctoral research university, which is in the adjacent Town of Davie. The University of Miami in Coral Gables is ranked #48 in the nation

Figure 1: Location of Cooper City, FL.



by CollegeSimply, and the largest college in the area is Florida International University, both around a 30 minute drive. Other universities include Broward College, Florida Atlantic University, University of Phoenix South Florida Campus, DeVry University Florida, St. Thomas University, Barry University, Florida National University, Miami-Dade College, and Palm Beach State College.

For the sports fan, the Florida Panthers, South Florida's professional hockey team, plays in nearby Sunrise. To the south and nearby are the Miami area teams: the Heat, Dolphins and Marlins. For the college sports fan, Nova Southeastern, the University of Miami, FAU, and FIU have collegiate athletic programs that have achieved notoriety. Finally, Broward County and nearby cities also offer a wide variety of recreational leagues for youth and adults. Of course, the Atlantic Ocean is nearby and



constantly beckoning with its opportunities for boating, fishing, paddle boarding, wind surfing and scuba diving.

Located fourteen miles southwest of Fort Lauderdale and about twenty-six miles north of Miami, Cooper City is wonderful if you like to travel. Fort Lauderdale-Hollywood International Airport is about 17 minutes away and hosts traditional as well as low cost carriers. Miami International Airport is about 30 minutes south and is the East Coast's gateway to South America. If you prefer cruise ships to planes, the Port Everglades in Fort Lauderdale and the Port of Miami are each within a 30 minute drive, and are two of the three busiest cruise ports in the world.

All in all, Cooper City is amazing in that it has managed to keep its small town feel while being surrounded by more than two million people in Broward County. Recreational, shopping, entertainment and cultural opportunities abound. It is simply a wonderful family-centered community with excellent schools and amenities. So, if you are an outstanding, experienced City Manager or Assistant, please dust off your resume and apply.

HISTORY

In the first half of the 20th century, Cooper City was the site of a huge citrus grove. After a flood devastated the groves, they were sold to Morris Cooper. His dream was a planned community which officially became Cooper City by a special act of the Florida Legislature in 1959. At the time, approximately 85 residents lived within 35 completed homes. Development slowed when the bottom fell out of the real estate market in the early 1960's. As

Table 1:Cooper City Demographics

Distribution by Race		Distribution by Age	
White	71.1%	0 to 14	20.3%
Black	6.6%	15 to 24	13.3%
Asian	6.3%	25 to 44	24.6%
Native American	0.2%	45 to 64	27.3%
Two or More Races	15.8%	65 to 84	13.3%
Total	100%	Over 85	1.2%
Hispanic Ethnicity	31.4%	Estimated Population: 34,400	

Educational Achievement (Over Age 25)	
High School or Higher	93.8%
Bachelor's Degree or Higher	46.7%

Other Statistics	
Median Age--Cooper City	43.0
Median Age--U.S.	38.8
Poverty Rate	4.4%

Source: U.S. Census Bureau

the market returned, more homes were sold, and today Cooper City covers more than eight square miles with 36,600 residents.

DEMOGRAPHICS

See Table 1 for Cooper City demographics.

CLIMATE

Cooper City features a tropical climate without a great deal of seasonal variation in temperature. Highs during the summer are in the 90°Fs with lows averaging in the mid-70°s. In the winter months, the highs average in the mid-70°s and the lows are in the 60°s. The majority of the City's annual precipitation of 65 inches generally occurs between June and September. By comparison, Chicago and New York City get 37 inches and 47 inches of precipitation annually respectively.

Hurricanes do strike the area occasionally between June 1 to November 30. Though they can be extremely strong storms, their impact is generally limited. For example, if you are more than 50 miles from the hurricane's center, it will probably not materially affect you, although you should always be prepared.

GEOGRAPHY

Cooper City is located 26 miles north of Miami and 14 miles southwest of Fort Lauderdale. It is bounded by Davie to the north, Pembroke Pines to the south, both Hollywood and Davie to the east, and Southwest Ranches to the west. The City covers a total area of 8.3 square miles, of which 8.0 square miles is land and 0.31 square miles is water. Its average elevation is nine feet above sea level.

COMMERCE

Cooper City is almost exclusively residential and has the fourth-highest average household income in Broward County. As such, very few commercial businesses are actually located in the City. For the most part, they are on the City's boundaries and outside the city limits. As a result, most people commute to work outside the City. See page 5 for Cooper City Principal Employers.

THE GOVERNMENT

Cooper City has a Manager-Commission form of government. The Mayor and City Commissioners serve staggered four-year terms with a maximum of three consecutive four years terms. Elections are held in even numbered years. The Mayor is elected at-large as will be all Commissioners beginning in 2024. In terms of longevity, the Mayor and one Commissioner are halfway into their third terms and will be replaced in two years. One member is halfway through his first term, and two were elected in November. That said, one of the latter two previously served on the Commission for three terms before taking a break, due to term limits.

Table II: Principal Employers, Cooper City, FL

Employer	Industry	Employees
School Board	Education	552
Publix (3 supermarkets)	Retail	520
Walmart	Retail	299
Steris Instrument Management Services	Manufacturing	195
City of Cooper City	Government	141
Leader Animal Specialty Hospital	Veterinarian Services	100
The Sheridan at Cooper City	Senior Care Facility	91
Florida Solar & Air, Inc.	Retire/Life Care	75
Walgreens	Retail	54
Wendy's (2 stores)	Food	54

Source: Cooper City, FL 2022 CAFR and Interviews

The Commission appoints the City Manager and City Attorney. It also approves the City Manager's appointment of Department Directors and Assistant Directors. The City's departments are Administration, Community Development, City Clerk's Office, Finance, Human Resources, Public Works, Parks and Recreation, and Utilities (water and sewer). The City contracts with the Broward County Sheriff's Office (BSO) for Public Safety. The Sheriff's Office suggests several candidates to be the Police Chief and Fire Chief to the City Manager. The Commission confirms (or not) his/her suggested selection. The City contracts with Waste Management for garbage and bulk pickup. This contract will be up for a bid in 2023.

Cooper City's total budget is \$86,034,664 and its general fund budget is \$42,706,897. The City has 110 full time employees and another 31 full time equivalent employees when part time and seasonal employees are considered. These figures do not include the BSO personnel staffing public safety. The City Manager has ten direct reports, three of whom are in Administration and the remaining seven are Department Heads. The Fire Chief and Police Chief report the Broward Sheriff's Office but also indirectly to the City Manager. For more details, see Figure 2 on page 6.

The City has a five year capital improvement program, and the City's infrastructure is in relatively good condition.

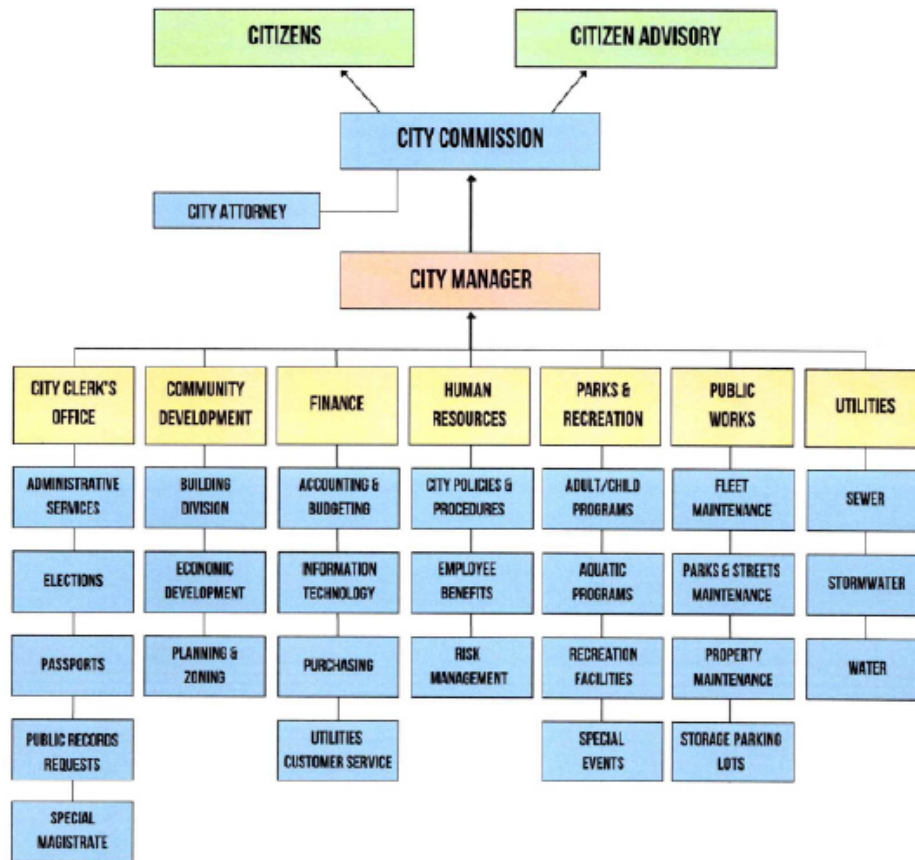
The City does not currently have any unionized employees, but is currently in negotiations on a collective bargaining agreement with the General Association of Miramar Employees (GAME) to represent some of the operations and maintenance employees in Public Works and Utilities.

THE CHALLENGES & OPPORTUNITIES

The City's biggest current concern is how to provide necessary services with very limited growth, while preserving the special place Cooper City has become.

The first challenge is financial. Cooper City is a bedroom community, and very little of its property tax revenue comes from commercial properties. As such, taxes can only be raised so much. Furthermore, police and fire services are contracted with a 5% increase (approximately one million dollars a year) for each of the next four years. That amounts to a need for a 2.3% increase (or offsetting cuts) in the general fund budget each year. Finding the resources to meet increasing costs will be essential.

Reviewing the City's communication strategy will be one of the first tasks the new Manager will need to undertake. Residents use a variety of platforms when they search for information about the City and its activities. Finding effective ways to utilize these platforms to ensure residents get timely and accurate information will be critical. The Manager will also want to ensure all the Commissioners receive the information they need to be kept informed and to make the best possible decisions for the community.



Along with reviewing the communications strategy, the new Manager will want to examine the rest of the government to ensure the right people are doing the right things in the most efficient and effective manner, and that the staff has resources it needs to accomplish the Commission's priorities. That will involve a review of current policies, procedures, and practices to ensure they are using current technologies. Part of this analysis will involve reviewing the Commission-City Manager relationship and making sure both parties are operating within the parameters outlined in the City Charter. That said, the role of

the Commission is not well defined in the Charter, except in terms of prohibitions. Specifically, it states, "Except for the purpose of inquiries and investigations, the commission or its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager solely through the city manager, and neither the commission nor its members shall give orders to any such officer or employee, either publicly or privately..." The current Manager has made great strides in improving the City's operation, but more can be done. A fresh set of eyes is generally a benefit to any organization.

The previous Commission had the goal of bringing reform to Cooper City, and they did many positive things such as creating a human resources department. At times, however, the process seemed somewhat chaotic. As a result, the current senior staff members are relatively new to their jobs. Further, some positions are open and need to be filled. Finally, it is conducting a pay study to ensure employee compensation is competitive, which should help in hiring and retaining the staff.

The goals of the Cooper City Commission have been to provide the highest level of service possible for constituents and to treat City staff respectfully. The next Manager should plan to continue to improve the organization's culture.

THE IDEAL CANDIDATE

The City Commission is seeking an achievement oriented leader and manager. They want someone to work with them as a partner and trusted advisor—someone who will be honest and tell them what they need to hear, not what they want to hear. The best candidate will be comfortable in their own skin, very professional and inspire confidence. The next Manager will need to be able to balance competing points of view, find common interests, and bring people to consensus while not becoming involved in the politics. He/she will ensure all the officials have the same information at the same time and will focus on counting to five, not three. In other words, everyone will be fully informed (including happenings in the community), and there will be no surprises.

The ideal candidate will be approachable, receptive, open-minded, honest, and transparent as well as organized, intelligent, forward thinking, friendly, dynamic, cheerfully persistent, high-energy, extremely positive and very proactive (but not aggressive or abrasive). The individual will have a "can do" attitude and be visionary yet practical. The best candidate will think strategically and be able to look over the horizon to anticipate problems and fix them before they become issues. He/she will not be comfortable sitting behind a desk and giving instructions. Rather, the Manager will be in the community and the City's offices,

talking to people, listening and learning. A sense of humor will be important, as will a calm bedside manner.

Ideally, the selected individual will create a culture of positivity, set goals, and rely on subordinates to do their jobs competently. The staff is well qualified, so the next Manager does not need to micromanage. Instead, he/she will expect to be kept informed and will hold the staff accountable, while also serving as a buffer between employees and the Commission. The Manager will be a mentor and encourage staff development. He/she will recognize that diverse opinions and spirited discussions make for better decisions and programs. Building teams and promoting teamwork will be important. Good judgment in hiring will be critical as the staff is small and everyone, including the Manager, is expected to roll up their sleeves to get the job done.

Customer service, along with communication, integrity, and transparency, will be core values for the Manager. Cooper City expects the Manager to be someone who leads by example and encourages the staff to find ways to get to "yes." Customers are not always right, but they should be treated fairly, and an honest effort should be made to solve their problems. If a solution is not possible, an explanation of why should be given.

The City is seeking someone who is a critical thinker who is always asking if there is a better way to conduct business and address problems. Analytical skills, as well as a knowledge of how to utilize information technology to optimize processes and inform the public, will be very important. As noted, Cooper City has limited resources and the Commission wants someone who will ensure its money is well spent.

The next Manager will have strong skills in management, budgeting, and finance. A track record of success in intergovernmental relations will be important as the City frequently interacts with other nearby local governments as well as state and federal agencies. Experience in disaster management is a plus. Florida experience is preferred but not mandatory.

Per the City Charter, applicants for the position must have a "combination of a Bachelor's degree in Public Administration,

Business Administration, or other related fields from an accredited college or university and three (3) years' public administration experience; or ten (10) years' experience in public administration, with at least three (3) years' experience in a city manager or assistant city manager position, which is credentialed by the International City Management Association." That said, the ideal candidate will have seven to ten years of increasingly responsible experience as a senior level government manager with five years' experience as a City Manager or Assistant. A master's degree is preferred. Florida experience is strongly preferred but not mandatory.

The Commission hopes the selected candidate will recognize Cooper City as the incredible opportunity it is and view the position as a destination, not a steppingstone on their career path.

COMPENSATION

The salary range is expected to be \$185,000 to \$250,000. A final determination will be made at the Commission meeting on February 14th, and will be posted here after that date. The actual salary will depend on qualifications and experience. Benefits are excellent. The City Manager will be part of the Florida Public Employees Retirement System for Senior Management, unless he/she chooses to opt out.

THE MOST RECENT CITY MANAGER

The current City Manager is leaving of his own volition after serving a little over three years in the position.

RESIDENCY

Residency in Cooper City is not required, though the Manager needs to live close enough to respond to any emergencies that occur. However, given all Cooper City's positives, why would you want to live anywhere else?

HOW TO APPLY

E-mail your cover letter and resume to Recruit26@cb-asso.com by February 24th, 2023. Faxed and mailed resumes will not be considered. Questions should be directed to Lynelle Klein at (970) 433-7189 or Colin Baenziger at (561) 707-3537.

INTERNAL CANDIDATES

We do not anticipate any internal candidates.

CONFIDENTIALITY

Under Florida law, all applications are a public record once submitted. As a practical matter, we anticipate little, if any, media coverage until the point where semi-finalists are recommended to the City Commission, and possibly later.

THE PROCESS

Applications will be screened in March and interviews held in April. A selection will be made shortly thereafter.

OTHER IMPORTANT INFORMATION

Cooper City is an Equal Opportunity Employer and strongly encourages women, minorities and veterans to apply.

ADDITIONAL INFORMATION

For additional information about the city, visit:

CooperCity.gov (Cooper City Website)

coopercity.gov/ (Cooper City Strategic Plan)

davie-coopercity.org (Chamber of Commerce)

Appendix C

Sample Candidate Report

Sample Candidate Report

[Note: The following materials are provided with the permission of the candidate.]

TABLE OF CONTENTS

	<u>PAGE</u>
COVER LETTER AND RESUME	1
CANDIDATE INTRODUCTION	7
BACKGROUND CHECKS	15
CB&A REFERENCE NOTES	19
INTERNET SEARCH	35

Cover Letter and Resume

March 26, 2020

Mr. Colin Baenziger
Colin Baenziger & Associates
2055 South Atlantic Avenue, Suite 504
Daytona Beach Shores, Florida 32118

Dear Mr. Baenziger:

Please accept the enclosed résumé for the position of City Manager for the City of Cape Coral, Florida. I am confident that my organizational and leadership abilities, educational background, and diverse professional experience are well-suited to the specific requirements of the position.

As indicated in the enclosed résumé, my professional background includes more than 25 years of progressive and responsible local government management experience. As an ICMA Credentialed Manager, I presently serve as the deputy city manager for the City of Fort Lauderdale, Florida. Prior to Fort Lauderdale, I served as the city manager for the City of Savannah, Georgia. In that capacity, I reported to a nine-member city council, created a new strategic plan - *SAVANNAH FORWARD*, led a family of 2,513 exceptional employees, and implemented a lean operating budget of \$408 million and a capital improvement plan in excess of \$407 million.

My previous experience includes serving as deputy county administrator for Broward County Florida; deputy county manager for Fulton County, Georgia; and assistant to the county administrator, Broward County, Florida. Collectively, my service in these progressive communities has provided me with extensive knowledge and expertise in all aspects of local government operations including affordable housing, strategic planning, transportation, budget development, community services, economic development and community revitalization, human services, and public safety, among others.

I am confident that I bring the right skills, experience and talents to the position. If you would like to schedule an interview or discuss my interest in the position, please contact me at (954) 940-1065 or at robhernandez@comcast.net. Thank you for your consideration.

Sincerely,

Roberto Hernandez

Roberto Hernandez

Enclosure:
- Résumé

ROB HERNANDEZ

1873 Northwest 113th Way, Coral Springs, Florida 33071 | 954-940-1065 | robhernandez@comcast.net

Profile

Proven, resourceful, and results-focused public administrator with more than 25 years of progressive local government management experience. ICMA-Credentialed Manager known for leadership, professionalism and organizational abilities.

Relevant Experience

Deputy City Manager City of Fort Lauderdale, Florida	2019 - Present
City Manager City of Savannah, Georgia	2016 - 2019
Deputy County Administrator Broward County Board of County Commissioners; Fort Lauderdale, Florida	2013 - 2016
Deputy City Manager City of Coral Springs, Florida	2011 - 2013
Deputy County Manager Fulton County Board of County Commissioners; Atlanta, Georgia	2008 - 2011
Assistant to the County Administrator Broward County Board of Commissioners; Fort Lauderdale, Florida	2003 - 2008
Various Positions Broward County Board of Commissioners; Fort Lauderdale, Florida	1994 - 2003

Education

Master of Public Administration
Nova Southeastern University; Fort Lauderdale, Florida

Bachelor of Public Administration
Florida International University; Miami, Florida

Current Professional Affiliations

International City / County Management Association (ICMA) – Credentialed Manager

Florida City / County Management Association

Broward City / County Management Association

Candidate Introduction

Rob Hernandez

EDUCATION

- Master of Public Administration, Nova Southeastern University
- Bachelor of Public Administration, Florida International University

EXPERIENCE

- | | |
|--|----------------|
| • Deputy City Manager; City of Fort Lauderdale, FL | 2019 – Present |
| • City Manager; City of Savannah, GA | 2016 – 2019 |
| • Deputy County Administrator; Broward County, FL | 2013 – 2016 |
| • Deputy City Manager; Coral Springs, FL | 2011 – 2013 |
| • Deputy County Manager; Fulton County, GA | 2008 – 2011 |

BACKGROUND

Fort Lauderdale is the largest municipality in Broward County and the ninth most populated city in Florida, slightly ahead of Cape Coral. Smaller in geographic area than Cape Coral, the city encompasses 38 square miles with a population of 186,220. A popular tourism destination, the city is often referred to as the “Venice of America” because of its many inland waterways, not too dissimilar to Cape Coral’s “Water Wonderland” designation.

The City of Fort Lauderdale is a full-service municipal corporation that provides police protection, fire-rescue services, parks and recreation programs, potable drinking water to a service area both within and outside the City limits along with wastewater collection and treatment, sanitation services, development regulation, parking, and street maintenance. The City also operates a general aviation airport, a downtown heliport, an aquatic complex, and an auditorium. Its current general fund budget is more than \$373.7 million or \$832.7 million in total.

As the deputy city manager, I assist the city manager in overseeing municipal operations, specifically coordinating the activities of the Transportation and Mobility, Public Works, Sustainable Development and Parks and Recreation departments. Collectively these departments have a combined operating budget of \$380 million and 1,527 full-time employees.

The three most critical issues facing the city are:

- Infrastructure
- Resiliency
- Affordable Housing

Both Fort Lauderdale and Cape Coral have identified infrastructure as key elements of their adopted strategic plans. Fort Lauderdale’s emphasis is by necessity due to a series of recent high-profile infrastructure failures and a state mandated consent order. Fort Lauderdale’s initial development boom occurred between the 1950s and 1970s during which the majority of the city’s

Rob Hernandez

infrastructure was installed. Materials of that era include cast iron pipe which is now failing regularly as a result of corrosion and erosion. From the 1990s until today, the city experienced a vertical development boom witnessed by large-scale redevelopment on its barrier island and downtown. This explosive growth was not matched by investments in infrastructure capacity, redundancy, and resiliency. Missteps occurred along the way, including transferring more than \$20 million annually from the Water and Sewer Fund to the General Fund as a “return on investment”, reduction in preventative maintenance activities, and failure to modernize its primary water treatment plant. The consequences of these decisions would surface years later as sewer main breaks, water line breaks, and flooding would disrupt life throughout the city. The City has identified more than \$1.2 billion in needed infrastructure improvements over the next 25 years. In addition to rectifying years of disinvestment in its water utilities, the City’s park system and public safety facilities have suffered a similar fate. The City is now implementing a \$200 million parks bond and \$100 million replacement police headquarters bond referendum to improve those facilities.

Sea level rise is Fort Lauderdale’s second biggest issue. Fort Lauderdale has made adaptation to climate change and rising sea levels a top priority. Many neighborhoods in Fort Lauderdale now experience chronic flooding on a regular basis. According to recent projections issued by the Southeast Regional Climate Change Compact, 10-17 inches of sea level rise by 2040 and 21-64 inches are possible by 2070. The City now requires the impact of sea level rise to be incorporated in future infrastructure master plans. Also, City-owned seawalls are being replaced and elevated, tidal valves have been installed in flood-prone areas, and the City is exploring the feasibility of raising road elevations in certain neighborhoods that are threatened by sea level rise.

Fort Lauderdale’s housing costs are now among the highest in the nation. More than 60 percent of households in the city spend more than 30 percent of their income on housing. The price of single-family homes has increased 41 percent since 2013. In 2018, the median sale price for a three-bedroom home was \$440,000. A four-bedroom home is now \$835,000. Given the high cost of homeownership, many are forced to rent; however, rental costs are equally unaffordable with the average two-bedroom rental costing \$2,705 monthly. Three bedrooms, \$3,204. The City is attempting to incentivize various housing types to support all income groups by providing zoning incentives such as height and density bonuses, no- or low-interest loans, or grants to developers to facilitate the construction of more affordable units. Without an affordable and diverse housing stock, the city, county, and region will not succeed in creating a diversified and balanced economy.

GENERAL MANAGEMENT STYLE AND EXPERIENCE

Cape Coral is a jewel for public administration professionals to practice their craft in a progressive environment. The challenges in Cape Coral are similar to those I have faced throughout my career as a city manager or deputy manager. For those reasons, I believe that the combination of my experience as a proven leader understanding local government in Florida, the ability to work with elected and appointed officials and the ability to understand and solve problems will allow me to excel as Cape Coral’s next city manager.

Rob Hernandez

Many can manage but few can lead. Management is something I did earlier in my career; at this point in my professional career and personal life, I believe it is more important to exercise leadership. As leaders, we must communicate a clear vision and direction. We must demonstrate a passion for what we do – that is, to make a difference every day. For me, leadership is situational. When time, resources, and skills permit, my leadership style is participatory and collaborative. In other circumstances, it must be directive.

Great leadership is infectious. People are your greatest assets. It is important to create an environment where people want to work hard by making things fun, challenging, and rewarding. I believe in building a positive work climate where people are appreciated and valued. I like to consider myself a “macromanager” rather than a micromanager. I view my role as explaining the project or task, the expected result and deadline, and monitoring performance on a regular basis. I track projects and assignments using a Sharepoint site and meet with staff on a routine basis to review progress. I meet with staff more frequently on an as-needed basis. I describe what needs to be done, provide them the resources, get out of their way, and hold them accountable. So far, I think this approach has worked.

I am confident that staff and elected officials would describe me as professional, thorough, hard-working, ethical, honest, opinionated, and transparent. They would hopefully view me as engaged, participative and inclusive and valuing open communication and feedback, while also allowing for empowerment and accountability.

Two strengths that others will point to are my transparency and ability to make strategic decisions. In terms of a weakness, I believe that my commitment to my organization and loyalty to my teammates has led others to conclude that I can be defensive at times.

Regarding performance measurement, I believe it starts at the top with the governing body establishing a clear strategic vision for the organization, and cascades downward. Once key strategic objectives are defined by the governing board, it is the manager’s job to develop strategies to meet those strategic objectives. Business units then must identify those operational efforts and measures that are aligned with the strategies and long-term objectives. Those help form the basis for developing individual performance measures that are included in performance reviews.

In terms of a significant professional achievement, the revitalization of the Fulton Industrial District (FID) in metro-Atlanta, one the largest industrial, warehousing and logistics centers in the southeastern United States, is one that I am most proud of. In the fall of 2008, I toured FID as Fulton County’s new deputy county manager. What was once a leading center of economic activity was now rife with rampant prostitution, open drug sales, shuttered buildings, neglect, and decay. FID was well into a state of decline that began in the 1980s as its warehouses were abandoned for taller and larger ones elsewhere and manufacturing disappeared overseas. I observed conditions that I had never seen in my career until that day. Families called extended stay motels home. A police detective explained how FID was the child prostitution hub for the entire metropolitan Atlanta region. After a woman was found locked in a dog crate in one of FID’s many hotels, I was horrified and said: “not anymore – not on my watch.”

Rob Hernandez

For the next three years, we made it our mission to make FID better. We used every conceivable resource within county government and put together a team of county agencies that included everything from arts to zoning. We rolled up our sleeves and went to work. We attacked the issues from every angle: from health to human services to public safety. With the help of a dedicated team, we accomplished a remarkable turnaround that included:

- Adoption of the Fulton Industrial Redevelopment Framework
- Designation by the State as an “Opportunity Zone”, providing needed economic incentives
- Establishment of the Fulton Industrial Community Improvement District, a self-taxing entity to take on area wide governance and improvements
- Establishment of the South Fulton Service Center which relocated two county commissioners, police, fire, and all other unincorporated area services to FID

Today, FID is healthy and vibrant. It is now a place where businesses invest rather than flee.

My biggest disappointment thus far involves the establishment of a fire assessment fee in Savannah. A \$14 million budget deficit welcomed me upon arriving in Savannah in October 2016. As I tackled the deficit with my new team members, I realized the City had a structural imbalance that needed a long-term solution. Although revenue growth was respectable, it lagged projected expenditures well into the future. Working with the city council, we agreed to a stopgap approach for Fiscal Year 2017 with the understanding that we would bring back long-term options the following year. Fiscal Year 2018 presented a \$12 million imbalance and to address it, I proposed a fire service assessment using an approach and the same consulting firm as Cape Coral. After spending considerable time and effort creating such a fee, the city council adopted the budget with this fee. The fee provided financial stability, allowed us to lower the millage rate, and provided resources to address capital needs and service priorities. The fee was controversial and faced stiff public resistance. Continued opposition to the fee caused the city council to reverse its decision midway through the fiscal year, requiring us to identify more than \$16 million in new revenue and expenditure reductions. Rescinding a budget halfway through the fiscal year was disruptive to operations. In retrospect, I did not anticipate such stiff opposition since we held more than 60 community meetings and thought we had obtained community buy-in to the extent we could. Newspaper editorials supported our approach. In the end, the fire assessment was reversed, the equivalent of two engine companies eliminated from the fire department’s budget, and the millage rate increased. The painful lesson I learned throughout all of this is that local government must do a better job educating the public on how well it is performing and safeguarding the public’s resources. It was a painful lesson – it still hurts to sit to this day.

Employee terminations are always an unfortunate aspect of what we do as leaders. Unfortunately, I have had to dismiss employees throughout my career for poor performance or poor leadership. While it is never an encounter that brings pleasure or satisfaction, these separations were not a surprise to the affected individual. In every instance the individual was counseled and made aware of performance deficiencies beforehand, corrective actions identified, and the consequences of not meeting the performance standards explained. I hope that in every instance, I treated the employee with respect and dignity. I allowed them to “write their final chapter” with the organization and

Rob Hernandez

allowed them to leave at the top of their game with a celebration of their accomplishments to the organization.

The issues and challenges facing Cape Coral's next city manager are:

- Leading in the Post COVID-19 Era.
- Ensuring continued Smart Growth.
- Continuing to expand and upgrade critical infrastructure.

Sadly, Cape Coral's next city manager will have to lead the organization through the aftermath of Covid-19's devastation. Although the City has a diversified revenue base not overly dependent on one specific funding source, it can expect revenues of all types to be impacted. While the financial realities of the pandemic will become clearer in the months to come, Cape Coral's next city manager will need to assess the financial impacts and determine how to continue basic municipal services, allow for certain aspects of the local economy to resume and balance the workforce and service demands with the new fiscal realities.

Second, Cape Coral's next city manager will need to continue to position the city for growth once the post-COVID 19 recovery begins to take shape. The City will need to continue progressive land use policies and zoning incentives to attract orderly and smart development to greenfields and redevelopment. Promoting growth in the tax base and employment for the city's residents must be a top priority. Fortunately, Cape Coral is well-positioned to attract further economic investment once the nation and the state adjust to the realities of the post-pandemic world.

Finally, investments in infrastructure must continue to drive the next city manager's agenda. During difficult times, many municipalities defer or eliminate investments in critical infrastructure improvements. This is a grave mistake and the next city manager must avoid the urge to gut capital investment plans. Since capital investments are long-term in nature, it is important that Cape Coral's next city manager appreciates the need to ensure adequate investments are made in all facets of municipal infrastructure including roadways, water utilities, facilities, and information systems. For Cape Coral, this includes expanding infrastructure utilities to areas currently not served plus parks and open space to accommodate neighborhood growth. The benefits of such continued investment will pay off in the longer-term. It is important to take a long-term view rather than an immediate one, however painful it may be.

If selected for the position, during my first six months I will:

- Listen, listen, and listen to understand issues, challenges, and desires of all stakeholders: elected officials, neighborhood groups, organized labor, business community, education representatives, the local media, and others;
- Forge a close relationship with the City Council and Mayor;
- Review goals and objectives for the organization with the Mayor and City Council;
- Reach out to department directors and learn about their challenges, priorities, and programs;

Rob Hernandez

- Meet as many employees as possible by conducting several “town hall” sessions;
- Establish trust and credibility with all stakeholders; and.
- Become familiar with the community and its culture.

As for media relations, I appreciate the work the media does. The media can be a great asset if managed properly and cultivated. Being open and honest with them is important. Integrity is an essential part of the relationship with the media. In Savannah, I practiced an open-door policy with the media and reserved a better part of Tuesdays to meet with them. I am not aware of anything in my background that could be considered embarrassing to a potential client.

Social media is an effective tool in keeping the public informed and is changing how government communicates with its various constituencies. I have used social media, primarily twitter, to keep interested individuals informed with short briefs on an issue. This helped us shape our story and put us in leading the community conversation rather than delegating that role to media. I have used social media to help sustain interest on an issue and to keep the public informed on upcoming discussions or significant events. During workshops or regular meetings of my elected body, we would “tweet” aspects of the discussion. In Fort Lauderdale, we rely on ZenCity to help us mine social media on a regular basis to help us gauge public sentiment on a variety of issues.

There is “no dirt” on me. I live a clean, simple life, prefer to tell things as I see it, and sleep well at night. I also treat people with professionalism and respect. I am honestly not aware of anything in my professional or personal lives that could be viewed negatively. However, while serving as the city manager of Savannah, there were a few individuals who were not supportive of my efforts or views. You may find some blogs critical of my opinion on building materials in the city’s landmark historic district, my hesitance in assuming the operating costs of a regional expressway, and of the ill-fated fire assessment. Regardless, I always conducted myself professionally and never brought any negative attention to the elected officials or the organization I worked for.

My personal interests include the outdoors and pursuing home improvement projects.

ADJECTIVES OR PHRASES THAT DESCRIBE ME:

Driven, Professional, Focused, Disciplined, Organized, Thorough

REASONS FOR CONSIDERING LEAVING CURRENT POSITION:

I am considering opportunities beyond Fort Lauderdale because I believe that I can have a greater impact on an organization and a community by serving in the top leadership role.

CURRENT SALARY

+/- \$217,000 plus \$4,680 auto allowance and \$1,310 cell phone allowance.

CB&A Background Checks

Section 7

**Background Check Summary for
ROBERTO HERNANDEZ**

Criminal Records Checks:

Nationwide Criminal Records Search	No Records Found
County	
Broward County, FL	No Records Found
Chatham County, GA	No Records Found
Fulton County, GA	No Records Found
State	
Florida	No Records Found
Georgia	No Records Found

Civil Records Checks:

County	
Broward County, FL	No Records Found
Chatham County, GA	No Records Found
Fulton County, GA	No Records Found
Federal	
Florida	No Records Found
Georgia	No Records Found

Motor Vehicle

Florida	No Records Found
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Credit

Very Good

Bankruptcy

No Records Found

Education

Confirmed

Employment

Confirmed

Under the Fair Credit Reporting Act, 15 U.S.C. 1681-1681Y, credit and bankruptcy information are very sensitive and should not be used in the consideration of hiring. The information is included for each candidate because we do not want you to be surprised if third parties raise what they consider to be a concern.

Section 7

Background Check Summary for ROBERTO HERNANDEZ Personal Disclosure

Personal Disclosure Questionnaire

Name of Applicant: ROB HERNANDEZ

The following questions are designed so that we will be able to make full disclosure to our client concerning your background. Please answer them honestly. Cutting corners or misrepresenting your past will result in you being eliminated from all further searches conducted by this firm. We understand that frivolous charges are sometimes made and that charges do not mean you were guilty. We also understand that you may have been wronged and needed to seek compensation. The bottom line is that we want to be certain that our client is fully informed. If you have any questions, please contact us for clarification.

Please explain any yes answers on a separate sheet of paper.

1. Have you ever been charged or convicted of a felony?
Yes ☐ No ☒
2. Have you ever been accused of or have been involved in a domestic violence or abuse incident?
Yes ☐ No ☒
3. Have you ever declared bankruptcy or been an owner in a business that did so?
Yes ☐ No ☒
4. Have you ever been the subject of a civil rights violation complaint that was investigated or resulted in a lawsuit?
Yes ☐ No ☒
5. Have you ever been the subject of a sexual harassment complaint that was investigated or resulted in a lawsuit?
Yes ☐ No ☒
6. Have you ever been charged with driving while intoxicated?
Yes ☐ No ☒
7. Have you ever sued a current or former employer?
Yes ☐ No ☒
8. Do you have a personal My Space, Face Book or other type of Web Page?
Yes ☐ No ☒
9. Do you have a personal Twitter Account?
Yes ☐ No ☒
10. Is there anything else in your background that, if made public, would cause you, our client or our firm embarrassment if it came to light through the press or any other mechanism?
Yes ☐ No ☒
11. Please provide a list of any lawsuits in which you are or have been a party either as plaintiff or defendant.
NONE

Attested to: 
Signature of Applicant

Please email this form via PDF DOCUMENT to Lynelle@cb-asso.com or via fax to
(888) 539-6531 no later than 5:00 PM PST 04/13/2020.
(Note: Please be sure to sign the form with your actual signature if you are sending Fax or PDF Document)

Property of Colin Baenziger & Associates

CB&A Reference Notes

Reference Notes

Roberto “Rob” Hernandez

Elizabeth Taschereau – Director of Developmental Services, City of Margate, FL
954-884-3686 954-218-9798

Ms. Taschereau has known Mr. Hernandez since 2011 when he was hired as the Deputy City Manager for Coral Springs. She was the Community Redevelopment Agency Coordinator and reported to him. She later followed him from Coral Springs to the Savannah when he became the City Manager. She had enjoyed working for him and had wanted to continue learning from him so much that she willingly commuted between her home in Florida to her job in Georgia. After he left Savannah to go to Fort Lauderdale, she also left.

Mr. Hernandez was a successful and professional leader. He had strong project and time management skills. Ms. Taschereau especially admired how well he kept track of numerous project deadlines on his calendar, which she had access to when working under him. He worked well with team and delegated excellently. The only possible weakness he had was his high expectations. He strove to accomplish much, and he expected his staff to perform similarly. Such expectations may have been overwhelming for some who were unsure of their abilities to accomplish their tasks. However, staff members were able to look back and be amazed by how much and how well they accomplished those tasks. Though his high expectations were a challenge for some, many Cities turned around for the better because of his drive.

Mr. Hernandez worked on numerous high profile projects, such as building a new city hall. The old city hall was built in 1905. It was very much out of date and far too small for a city of Savannah’s size. That said, building a new city hall spurred a great deal of controversy over architecture and location. Recognizing it as a critical need, Mr. Hernandez took charge of the project and eventually achieved community acceptance of the building’s location downtown and of the architecture. It all came about in approximately a year and a half and the new city hall celebrated its grand opening in 2018. Another significant project he worked on as upgrading the City’s arena while working with a management company. He was able to renovate the facility while negotiating a contract that was eventually approved by the County Commissioner. It was a huge accomplishment.

Mr. Hernandez was very inclusive of employees in projects, meetings, emails, status reports, memos, and other forms of communication. He communicated in a way they easily understood, and he expected his staff to communicate with him. Such an inclusive mindset was different for staff from the Cities of Coral Springs and Savannah, where the culture was less inclusive. He managed several internal and external projects that involved multiple people across different divisions. Many commented how they had not enjoyed such high communication levels before Mr. Hernandez came. Previously, little communication occurred between divisions. As such, decisions were delayed and less efficient. When he effectively included different groups to integrate on multi-division projects. He helped projects move forward.

Mr. Hernandez also generally made good decisions. He had high integrity. He made the best recommendations and decisions possible for the community as a whole. He did consider the input of groups with special interests, but he strove to make the best possible decision. He also made good decisions with staff members. For example, he reorganized the Savannah City staff, which

Reference Notes

Roberto “Rob” Hernandez

composed of approximately 2,400 employees. This momentous change created openings, which he filled with sharp and high performing individuals. The new employees immediately began planning and establishing standard procedures. The City began to change, and consequently, so did the community. Furthermore, Mr. Hernandez greatly believed in committees. He formed several committees with the Human Resource Department and with staff, sometimes even bringing in external panel members if necessary. He wanted people in high-level positions to make decisions together.

As a great public speaker, Mr. Hernandez worked well with the public. He always remained composed and professional. He had excellent presentation skills. People were generally perceptive to his ideas when he spoke, and he communicated well when invited to speak for different organizations. Even if some people at those meetings were exceedingly unprofessional toward him, he managed himself well. He performed well despite those difficulties. In addition, Mr. Hernandez worked well with individuals. He educated others, providing recommendations on what the Mayor and others needed to vote on. Because of these interpersonal abilities, Mayor and Councilmembers voted on multiple successful projects. Moreover, Mr. Hernandez had good financial skills. He used a hands-on approach with the city budget and worked closely with chief financial officers and the Budget Director. He wanted to ensure he understood the budget accurately.

Though a change agent, Mr. Hernandez did not seek change for the sake of change. He carefully evaluated a City's situation, whether involving technology, processes, or even City culture. He observed how others managed tasks before he made necessary changes to keep the City moving forward. Ms. Taschereau has done her best to incorporate this valuable lesson into her own leadership skills. Also, Mr. Hernandez an effective problem solver. He solved numerous issues that had existed for long periods of time. Some problems required many changes and more money, which made certain solutions difficult to implement. He attempted to solve these, and then he put plans into place to initiate these necessary changes once enough resources were available. Other problems were out of his realm of influence. As such, Mr. Hernandez made good recommendations, even if people did not follow his advice.

Ms. Taschereau is unaware of anything in Mr. Hernandez' personal or professional background that will concern a future employer. She would definitely hire him if possible. As someone who has worked for him, she knows how good he is at overcoming challenges and managing a city. Mr. Hernandez is passionate about municipal work. He wants his employers to be high-performing organizations. He has been and will continue to be a very good Manager.

Words or phrases used to describe Roberto Hernandez:

- Successful,
- Professional,
- Collaborative,
- Inclusive,
- High integrity,
- Good speaker, and
- Influential.

Reference Notes

Roberto “Rob” Hernandez

Strengths: Project management, leadership and staff management, presentation abilities, financial understanding.

Weaknesses: His high expectations can be daunting at time, but his expectations drive people to accomplish goals they previously thought they were incapable of achieving.

**Skye Patrick – former Director of Libraries, Broward County, FL 562-940-8400
562-659-1155**

Ms. Patrick has known Mr. Hernandez since 2014. She really enjoyed working with him and learned much from him.

Public Administration was Mr. Hernandez’s strong suit. He was thoughtful and he understood County policy and procedures very well, which meant he navigated in a way that was very helpful to his department. He did not know much about the library system when he was hired, but he studied and learned about how they operate and developed a good understanding.

The Directors hired by Mr. Hernandez were very good selections. He sat on the panel that hired the Finance and Business Administrator, and helped with the searches for the Aviation Director and Human Services. When making decisions in general he was very thoughtful and took the time to gather information.

In general, Mr. Hernandez maintained the organization at a high level and had learned from his department heads to be innovative and creative. They had a monthly meeting where Mr. Hernandez provided information on organizational changes. Ms. Patrick headed a very large organization with many issues. He was always available and responsive.

Some community members were very aggressive. Mr. Hernandez took the time to attend both scheduled and off the cuff meetings with individuals who had concerns about an issue. His openness and willingness to address an issue immediately, without any delay, was impressive.

In his capacity Mr. Hernandez really tried to lead the organization, and was creative and thoughtful in meeting goals. He worked very well with the Board, which consisted of nine voices with sometimes conflicting concerns. He protected the department heads when necessary and did a great job balancing the administration and the politics, which is no small feat.

Several major personnel issues involving union members were escalated to upper management. Mr. Hernandez was not required to attend the meetings but he came to help negotiations. The union had between 500 and 600 members. He helped navigate the very rocky road between the union relationship and County protocol. He showed great initiative in addressing problems that existing prior to his arrival. He helped resolve long-standing issues in only 2 to 3 meetings.

Mr. Hernandez was given directives to create a business plan for the new Panther Stadium. The process took several months and he worked with several departments to create the business model. He also worked on a new transportation plan that was very complex. The process has spanned for several years and involves 15 of the 31 cities in Broward County.

Reference Notes

Roberto “Rob” Hernandez

They were short 800k in a capital budget of \$5 million dollars. Mr. Hernandez worked with the staff to review the overall budget and prioritize projects. Several of the big-ticket items related to technology were prioritized, and he found a way to upgrade their enterprise software.

They only knew each other for a few years, but Ms. Patrick does not know anything controversial that involves Mr. Hernandez.

Broward County has a \$6.5 million dollar budget with 31 cities plus some incorporated areas. Ms. Patrick would hire Mr. Hernandez and feels he is well suited to run a community the size of Broward County or slightly larger. Every department head he worked with has a positive opinion of his management and leadership qualities. Employees are comfortable working with him and felt very supported by him. He ensured that Ms. Patrick had the financial resources she needed. She confidently recommends him for a Manager position.

Words or phrases used to describe Roberto Hernandez:

- Extremely thoughtful,
- Very intelligent,
- Incredible business mind,
- Perfectly capable administrator,
- Incredible leadership qualities, and
- Shows initiative and foresight to present quantifiable outcomes.

Strengths: Thoughtful; understands policy and procedures; public administration; learns what he needs to know.

Weaknesses: He could have a greater understanding of the different lines of work that each department head was responsible for.

Van Johnson – Mayor, City of Savannah, GA 912-651-5988 912-651-6444

Mr. Johnson worked with Mr. Hernandez between 2016 and 2019 when Mr. Hernandez became the Savannah City Manager. Mr. Johnson and Mr. Hernandez had a good relationship.

Mr. Hernandez performed decently as City Manager. He was smart, strong-willed, and a hard worker. He was a workhorse who innovatively tried to find solutions to problems. He was always quite professional, cordial, and direct. At times, his passion and directness may have caused people to think Mr. Hernandez was emotional or overly direct. However, these traits were a function of his military background.

Mr. Hernandez had good communication skills. He kept Mr. Johnson informed via email, phone, and personal communication when appropriate. Mr. Hernandez generally made good decisions and usually made good decisions when hiring personnel. He was customer service oriented. He accomplished tasks in a timely manner.

Additionally, Mr. Hernandez tried to make the City to a high-performing organization. He recognized several structural financial issues within the City and put the City on track. He was

Reference Notes

Roberto “Rob” Hernandez

both a leader who rallied employees around the organization’s vision and a manager who oversaw processes behind a desk. He worked hard to effectively solve problems to the best of his abilities. For example, he brought about a strategic plan for the City, which had not existed prior to Mr. Hernandez’s arrival. He led the Council and the organization to determine a goals and priorities. The Savannah Forward strategic plan is still currently used.

One of the largest criticisms against Mr. Hernandez was that he was less social than the public expected their Manager to be. Certainly, he was kind and polite. He had experience working with the public and sometimes was out in the public attending community meetings to represent the organization. However, he often worked more than he socialized.

At times, Mr. Hernandez experienced some difficulties wading through the City’s Council-Manager form of government. These hardships were not entirely his fault because some councilmembers violated these lines at times. Usually, Mr. Hernandez persevered. Eventually, these challenges became too much for him to bear. For example, he proposed instituting a City fire fee similar to what Florida cities used to address the City’s structural deficits. The Council accepted the idea. However, when the public became upset with the fee, the Council blamed him for the failure. Furthermore, the previous Mayor needed a scapegoat for some of his poor decisions and blamed Mr. Hernandez – even though the City Manager only carried out decisions made by the City Council.

Mr. Johnson is unaware of anything in Mr. Hernandez’s background that will concern a future employer. If given the opportunity to rehire Mr. Hernandez, Mr. Johnson would consider him as a candidate. Given the difficult circumstances in Savannah, Mr. Hernandez was a great Manager.

Words or phrases used to describe Rob Hernandez:

- Smart,
- Strong-willed,
- Hard worker,
- Good work ethic,
- Innovative, and
- Professional.

Strengths: Work ethic, innovative solution finding.

Weaknesses: Mr. Hernandez’s passion and directness may have been misconstrued as being emotional or overly direct.

Claudette Bruck – former Commissioner, City of Coral Springs, FL 954-562-2526

Ms. Bruck has known Mr. Hernandez since 2011. He was their Deputy City Manager for all too short of a time. They were sad to see him leave and would love to have him back.

Mr. Hernandez was extremely bright, very diligent and focused. When he first came to the city he first stood back and analyzed the organization. When it was his turn to speak, he impressed

Reference Notes

Roberto “Rob” Hernandez

everyone. His presentations are flawless but factual. Everything he said was entirely trustworthy; he presented information he could stand behind.

Their interactions were all professional. Mr. Hernandez was very respectful. He listened and was prompt in responding to inquiries. His decisions when hiring personnel were very good. He was innovative and operated at a high performance level. He listened, assessed a situation, and then came forward with an excellent recommendation. He was very experienced and innovative.

Mr. Hernandez frequently gave presentations at workshops, commission meetings and community meetings and always did an excellent job. He had good rapport with the audience and a demeanor that invited trust.

Mr. Hernandez kept the Commissioners informed as appropriate. The Manager’s office operated independently of the Commission. Rather than reporting in on a daily basis, they did so at special meetings or as needed. Mr. Hernandez did not have the opportunity to work one-on-one with residents, but he did present information about projects to the community. He was always prepared and answered questions on the spot.

The Commission received much information from varying sources, and the information was not always accurate. They felt very fortunate to have Mr. Hernandez on staff and trusted his accuracy. He led the organization well because he earned the trust of employees.

Mr. Hernandez played a significant role in pension discussions. He responded to questions at community and commission meetings. He followed through and was customer service oriented. He always did what said to do. He was not directly involved in the finance department or the creation of the budget, but he had a good understanding of the numbers.

Ms. Bruck is unaware of any controversy involving Mr. Hernandez. She would hire him and feels he would be a great Manager. He was knowledgeable, experienced, task oriented, focused, and could always be trusted. His departure was a tremendous loss to Coral Springs.

Words or phrases used to describe Roberto Hernandez:

- Trustworthy,
- Bright,
- Quick study,
- Serious about his position,
- Honorable, and
- Innovative.

Strengths: Very thorough; brought an idea forward only after it had been thorough researched; good at identifying problems and determining solutions.

Weaknesses: None identified.

Reference Notes

Roberto “Rob” Hernandez

Brooks Stillwell – former City Attorney, City of Savannah, GA 912-484-1690

Mr. Stillwell worked with Mr. Hernandez between 2016 and 2019. During this time, Mr. Stillwell was the Savannah City Attorney and Mr. Hernandez was the City Manager. They worked closely together daily and reported to the City Council.

Mr. Hernandez was a great City Manager operationally. He worked hard and had good fiscal planning abilities. He had several good ideas for the City and was a good strategic planner. He possessed a long-term vision of what he wanted to accomplish and strove to quickly achieve those goals. He was driven and dedicated.

Mr. Hernandez managed day-to-day operations exceptionally well. He worked well with staff members and those close to him in the office. He met with Mr. Stillwell during weekly meetings with City leaders and kept the City Attorney well informed.

As a change agent, Mr. Hernandez came in and proposed several changes to help the City run better. He initiated several positive transformations, such as with implementing the City’s strategic plan. However, Mr. Hernandez implemented other changes too quickly for the historical City to handle. For example, he tried to completely change the City’s property exchange, planning, and financing. Each area’s change was tough individually, but all these at once were especially difficult to maintain.

Savannah is a very unusual city. Its roots go back almost 300 years and Mr. Hernandez did not fully appreciate how the City’s unique historical culture differed from the culture found in his previous positions in Florida. In past jobs, he rarely handled city politics as the person second in charge. In Savannah, he had to involve himself more than he had previously done. The City traditionally expected the City Manager to be its Chief Executive Officer and to be heavily involved with the entire community outside of city government organization. As such, Mr. Hernandez had to work with county officials, chamber commerce, state legislature, and community leaders. Though Mr. Hernandez worked well with staff, he did not see community politics as part of his job, which was a large issue for the City. He frankly did not anticipate the public blowback from some of the programs he recommended the City Council implement. As such, he faced many challenges.

Even though many of his ideas were conceptually good, Mr. Hernandez was unable to bring the public to side with his solutions. For example, he tried implementing a fire fee to unburden property owners’ taxes. He saw the fee as a method of fixing the City’s fiscal problem. Though he initially had the Council’s support, Mr. Hernandez eventually faced huge public backlash. Then some council members tried to politicize the plans which led to the fee being poorly implemented. Mr. Hernandez also tried to implement a union contract with the fire union, which ended up facing public blowback as well. He had little Council support because such a plan did not translate well to Georgia.

Eventually, Mr. Hernandez left the City to return to Florida. Both his wife and he were unhappy with how rough this period was for them. He gave several months’ notice before his resignation.

Reference Notes

Roberto “Rob” Hernandez

Despite these issues, Mr. Hernandez was a great City Manager. He spoke well with public groups. He was an excellent fiscal manager. He generally made good decisions and hired personnel quite conscientiously. He was particularly customer service oriented. He was a leader who had a vision of how to accomplish goals and who tried to mold the City’s organizations to this vision. He accomplished tasks in a timely manner. He set goals and timeframes to move forward. He solved several problems effectively. He successfully implemented the complete reorganization of the City’s organizational department. He worked hard through stress to overcome issues. He also was outstanding with crisis management, such as when the City dealt with two hurricanes.

Any future employer will need to discuss what they expect Mr. Hernandez to do and what he expects to do with public and community leadership. These clear explanations are critical. Mr. Hernandez will perform well under a strong County Manager or strong Mayor who assumes all roles of working with the public. Mr. Hernandez understands how this type of government is organized and will do well in this system. Mr. Hernandez was an excellent City Manager on a whole, just not for the City of Savannah.

Mr. Stillwell is unaware of anything in Mr. Hernandez’s personal background that will concern a future employer. Though Mr. Stillwell would not rehire Mr. Hernandez for the City of Savannah, Mr. Stillwell would definitely hire Mr. Hernandez for most any other municipality. A future employer will not find a more dedicated, hardworking person who can implement ideas well. Mr. Hernandez has been and will continue to make a good Manager.

Words or phrases used to describe Rob Hernandez:

- Tremendously hardworking,
- Good strategic planner,
- Aggressive in a good way,
- Dedicated, and
- Visionary.

Strengths: Long-term planning, fiscal planning, management skills.

Weaknesses: Interacting with public and political leaders was hard for Mr. Hernandez, who was used to a more strictly managerial position.

Zachary Williams – former Fulton County Manager, GA 404-990-6545 404-371-2881

Mr. Williams has known Mr. Hernandez since 1994. They worked closely from 2008 to 2011 when Mr. Hernandez was the Deputy County Manager. He did an excellent job. His work performance, personality, and interactions were outstanding. He was handpicked from South Florida to come and work for Mr. Williams.

Mr. Hernandez had an excellent work relationship with his elected officials. They trusted that what he said to had been well researched. He earned their respect and represented Mr. Williams very well.

Reference Notes

Roberto “Rob” Hernandez

Once he had been given a problem to solve, Mr. Hernandez was tenacious. He marshaled resources and focused them through team building to get the job done. He did not shy away from challenges. He was patient when it was warranted; however, it did not come naturally to him.

Mr. Hernandez preferred face-to-face interactions whenever possible. If meeting a person directly was not an option, then he used the phone. He was an excellent writer and could be successful using email; however, he had developed respect from his subordinates by meeting with them personally, listening to their issues, and explaining his thoughts.

Depending on the nature of the decision that needed to be made, Mr. Hernandez responded quickly. Circumstances that required gathering facts may have taken him longer. He was not indecisive but rather took the appropriate amount of time to gather the information and opinions he needed to make good decisions.

Mr. Hernandez hired good employees. In some instances where a hire did not work out, he did all he could to work with them. He went through exhausted hiring practices involving many stakeholders. He was analytical and used that to his advantage in the hiring process.

Mr. Hernandez was innovative but did not try to change things just for the sake of change. He was mature enough to leave a process alone when it worked well. He had improved existing processes in Fulton County.

Mr. Williams was proud of the redevelopment that was carried out on Fulton Industrial Boulevard. Under Mr. Hernandez’s leadership, an area known for drugs, prostitution, and crime had reversed its negative direction to become an area where businesses wanted to locate. Mr. Hernandez created momentum in this large container warehousing district. He acquired State funding and formed a commercial improvement district.

There were very few tasks in public service Mr. Hernandez could not do well. He is ready to take the helm of an organization and become a Manager. Mr. Williams gives him his full and complete endorsement and support. Mr. Hernandez was one of the best public servants Mr. Williams has ever worked with.

Words or phrases used to describe Roberto Hernandez:

- Embodies what public service should be,
- True believer in the mission to make other people’s lives better,
- Tenacious,
- Analytical,
- Hardworking, and
- Professional.

Strengths: Problem solving; tenacity; marshaling resources; and team building.

Weaknesses: He could be patient when it is warranted; however, it did not come naturally to him.

Reference Notes

Roberto “Rob” Hernandez

**Dele Lowman – former Assistant to the County Manager, Fulton County, GA
(404) 612-8331**

Ms. Lowman worked with Mr. Hernandez in the Fulton County Manager’s Office. She had known him since 2003 where they worked together in Broward County. They had a good working relationship. He was very diligent and mission focused.

When Mr. Hernandez first arrived in the Administrative Office in Broward, she was working as a graduate being mentored by the County Administrator. She was told to watch Mr. Hernandez and learn from how he took a task, broke it into small parts, and organized people to get the job done. If there was something he did not know he studied to become more effective.

Mr. Hernandez and Ms. Lowman had philosophical differences yet got along quite well. His military background had shaped his personality and made him the driven person he was. He worked well with elected officials. He spent most of his time with the commissioner over the unincorporated areas. Though their interests were not always the same, they worked well together. He had the respect of the commissioners. Mr. Hernandez valued loyalty. His greatest strengths were diligence and following through. No matter how difficult a situation had become, he did what he needed to for the best interest of the community.

Laser focus was both strength and a weakness for Mr. Hernandez. In his current role as second in command, he did what he was asked without stepping back to see if there was another way. If he was the final decision maker, perhaps that would have been different. Unlike many managers, Mr. Hernandez did not have an aversion to staff meetings. He liked to speak with people face-to-face. He was more than capable of interacting via telephone and email, but he favored the personal approach when dealing with direct reports.

Mr. Hernandez was a great public speaker. He had a teaching background in the military. He interacted well with the public and dealt with residents often in the unincorporated area.

One task Mr. Hernandez was asked to take on was building the first amphitheater on the south side of the county. It was an overwhelming project with an unreasonable timeline and difficult budget. He did an outstanding job and followed it through to opening day.

There are certain people Ms. Lowman has worked with that she would hand pick to be on her team and Mr. Hernandez is one of them. She highly recommends hiring him.

Words or phrases used to describe Roberto Hernandez:

- Focused,
- Reliable,
- Diligent,
- You can trust him to do what he says,
- Professional and,
- Hard working.

Reference Notes

Roberto “Rob” Hernandez

Strengths: Diligence; follow through; loyalty.

Weaknesses: Laser focus, however he might step back if he were the manager.

Bill Durrence – former Alderman, City of Savannah, GA 912-247-8108

Mr. Durrence worked with Mr. Hernandez between 2016 and 2019. At the time, Mr. Durrence was in his first term as Alderman. Mr. Durrence was one of the Savannah City Councilmembers who hired Mr. Hernandez to be City Manager. Mr. Durrence was one of Mr. Hernandez’s directors.

Mr. Hernandez possessed an impressive and thorough understanding of the City. He had extensive knowledge from public works to finance. He was as open as possible with councilmembers. Even though working for nine directors made things complicated, Mr. Hernandez was exceptionally competent and provided numerous innovative ideas. He was good internally and developed good staff relationships. He accomplished tasks in a timely manner. He was highly skilled in running the City.

Mr. Hernandez offered many solutions to the City’s issues. He helped councilmembers understand the reason for the City’s problematic budget stresses. Although the City was a successful destination for tourism, very little of that money went to the City’s coffers. Certainly, some sales tax revenue came to the City, but most went to businesses involved with tourism. Mr. Hernandez clearly identified the City’s financial stress points.

As good as he was with finances, Mr. Hernandez struggled to maintain public posture as Savannah City Manager. First, he underappreciated the historical nature and character of the City that brought much community pride. Because historic landmarks and districts made the City different, many people expected solutions to be likewise unique. Local attitude often discouraged researching how other places solved similar problems. Mr. Hernandez’s approach to look at other cities’ solutions made people feel slighted. As such, he missed an opportunity to engage early and gain the public’s support. Second, he was generally more of a hands-on manager who seemed uncomfortable interacting in social management of a highly networked City. He was more comfortable rolling up his sleeves and working than being a public face for the City. Because he did not engage people to his side, he was less effective than he could have been.

Mr. Hernandez generally made good decisions. He also hired well for many top staff members, including the Fire Chief, Police Chief, and Human Resources Director. He often reached out to other senior staff when looking for personnel, and this collaborative approach was helpful. Some personnel he inherited were not highly qualified for their positions. At one point, Mr. Hernandez successfully moved senior personnel to fill vacancies. Prior to this major shuffle, staff members were scattered all over the City, causing much unnecessary work. He consolidated staff, thus making processes more efficient. Occasionally, Mr. Hernandez needed to be more disciplinary, but he eventually let a number of problematic people go. For example, he fired the Director of the Department of Revenue because she was simply unable to fix a particular issue, even after being given adequate time and resources.

Reference Notes

Roberto “Rob” Hernandez

Mr. Durrence is unaware of anything in Mr. Hernandez’s background or conduct that will concern a future employer. If given the opportunity, Mr. Durrence would rehire Mr. Hernandez. Being new to a large leadership position as Alderman, Mr. Durrence understands the learning curve Mr. Hernandez faced while being City Manager for the first time. Mr. Hernandez was a bright individual who experienced valuable lessons. He was a good Manager.

Words or phrases used to describe Rob Hernandez:

- Knowledgeable,
- Competent,
- Introvert,
- First rate manager,
- Innovative, and
- Open.

Strengths: Financial skills, extensive understanding of how to run a city, executive functioning.

Weaknesses: He did not fully appreciate the City of Savannah’s uniqueness and had a hard time connecting with the City’s people.

William “Bill” Hubbard – Chief Executive Officer, Savannah Area Chamber of Commerce, GA 912-657-9207

Mr. Hubbard and Mr. Hernandez interacted when Mr. Hernandez was the Savannah City Manager between 2016 and 2019. They have since messaged each other occasionally.

When Mr. Hernandez worked in the City, he communicated fairly regularly with Mr. Hubbard. Mr. Hernandez called and sent emails. He sometimes dropped by Mr. Hubbard’s office, and they typically saw each other weekly during city events.

Mr. Hernandez was a decent City Manager. Mr. Hernandez was a good, smart man. He was quite professional and thoughtful. He had good financial grounding. He built good staff around him and organized them well. He generally made good decisions. He also did a great job with reorganizing the city staff. At times, though, Mr. Hernandez made some poor staffing decisions. For example, he left an engineer in a developmental position a bit longer than others might have preferred. Additionally, he let go an assistant city manager by leaving a note on her chair. Although several elected officials asked him to let her go, this approach was unprofessional.

Mr. Hernandez faced difficulties integrating himself in the community. As a first time city manager, Mr. Hernandez was not accustomed to being one of the City’s key leaders. He wanted to ensure others did not accuse him of playing favorites. As such, he interacted with the philanthropic, nonprofit, church, and business communities on a purely business level. He experienced difficulty developing tough enough skin to deal with criticism. This weakness held him back and

Reference Notes

Roberto “Rob” Hernandez

undermined his ability to be effective. Despite his strengths as City Manager, his inability to fully participate in the community affected the public’s confidence in him. He needed to get to know these smaller communities better.

Mr. Hernandez was a good manager who oversaw processes behind a desk. He had great management skills and good knowledge of running a city. He thoroughly researched various solutions and made decisions effectively. For example, he led a team in providing a strategic plan in a fairly short time period. He worked with elected officials to agree to this plan.

Unfortunately, Mr. Hernandez had challenges working through the politics to implement the strategic plan. In one instance, Mr. Hernandez proposed a fire fee to help city finances. Around this time, the City had collected approximately \$10 million in revenue. While garnering public support for the fire fee, Mr. Hernandez was also especially transparent with this revenue. Because the public misunderstood how the revenue was not part of the City’s own earnings, people were particularly upset with the fee. Mr. Hernandez had admirable intentions to be transparent, but his timing cost him the fire fee concept.

Despite these challenges, he was always polite and diplomatic with people. Even when church groups angrily protested and wanted him fired, he kept going. He handled stress well for the most part and never showed a temper. Eventually, however, Mr. Hernandez and his wife left the City because they felt alone.

Mr. Hubbard is unaware of anything in Mr. Hernandez’s professional or personal conduct that will concern a future employer. Mr. Hernandez had been purely professional, honest, and transparent. Although Mr. Hubbard would not rehire Mr. Hernandez to be City Manager, Mr. Hubbard would consider Mr. Hernandez for an Assistant Manager position. Mr. Hernandez was strategic and smart. He would excel in the responsibilities expected of a Deputy Manager.

Words or phrases used to describe Rob Hernandez:

- Professional,
- Good guy,
- Quite thoughtful,
- Polite,
- Diplomatic, and
- Capable.

Strengths: Financial skills, building good staff.

Weaknesses: He was politically weak and often distant from constituents.

John Hearn – City Attorney, Coral Springs, FL 954-344-1011

Mr. Hearn has known Mr. Hernandez since 2011. In terms of job performance, Mr. Hernandez was very energetic and a go-getter. He really moved projects along and stayed on top of them. He was a change agent.

Reference Notes

Roberto “Rob” Hernandez

City Hall was in an office that was built by General Electric for selling homes. The City had been trying to build a City Hall since 1993. Mr. Hernandez really energized those involved, and the new City Hall was finally under construction.

Mr. Hernandez was always very involved in the community, and he attended community meetings. He had a very good relationship with the public. He was customer service oriented.

Mr. Hernandez led staff to fulfill the vision of the Board. Employees did not have much appetite for moving forward with the downtown development, which included the new City Hall. He took the bull by the horns and made a very detailed PowerPoint presentation showing all the issues that their current City Hall had. He demonstrated how having a vibrant downtown area would benefit the City and residents. He did a nice job leading the project.

Mr. Hearn was not directly involved with the budget and finances, but in the course of their conversations he came to believe that Mr. Hernandez had good financial skills. Mr. Hernandez completed tasks by the deadline given.

Mr. Hernandez had not been involved in anything personally or professionally controversial. He left Fulton County because his family wanted to return to Florida. When an opportunity opened up on Broward County, he embraced it. He moved forward when doing so made sense.

Mr. Hearn would hire Mr. Hernandez and had a positive experience working with him. Mr. Hernandez would be a good City or County Manager. The five Commissioners and City Manager in Coral Springs loved working with Mr. Hernandez.

Words or phrases used to describe Roberto Hernandez:

- Energetic,
- Outgoing,
- Positive,
- Change agent,
- Engaged, and
- Active.

Strengths: Energetic; very much wanted to make decisions; could shepherd a project from A to Z very well.

Weaknesses: People’s greatest strengths are often their greatest weaknesses. Because he moves projects along so well, Mr. Hearn had to slow him down a little and occasionally reminded Mr. Hernandez of a step that needed to be taken in the process.

Prepared by: Danielle Dayton and Lynelle Klein
Colin Baenziger & Associates

CB&A Internet Research

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

WLRN News HD1 (FL)
February 21, 2020

Fort Lauderdale Officials Respond to \$1.8 Million State Fine for Sewage Spills

Author: *Alexander Gonzalez & Tom Hudson*

Pipes in Fort Lauderdale keep breaking--it's been an almost daily reality for many people living and working in the city. More than 200 million gallons of sewage have spilled from busted pipes in Fort Lauderdale since December. The state responded to the sewer spills this week. The Florida Department of Environmental Protection fined the city almost two million dollars. That amount is based in part on how much sewage has spilled. On the South Florida Roundup, host Tom Hudson talked about the issue with WLRN's Broward County reporter Caitie Switalski and Fort Lauderdale's deputy city manager **Rob Hernandez**.

Here's an excerpt of their conversation: Tom Hudson: What are the funding options if the city has to pay the state this \$1.8 million fine or any fine for that matter?

Rob Hernandez: Well, if we have to pay the fine, it's either going to have to come out of the Water and Sewer fund or the city's general fund. And again, we believe that \$1.8 million will best serve our local residents and our taxpayers by being reinvested into some of these projects rather than just going in and being deposited into a general fund at the state level. We're not being critical of the state. We understand that they were in the position where they felt that they had to take some sort of action. But we're hopeful that we'll be able to work something out that is slightly different than just the fine.

Caitie Switalski: When it comes to the punitive nature of the fine, \$1.4 million of the \$1.8 million is civil penalties based on how much sewage and how many days the sewage spill went on. I know the city is in the middle of weaning off trying to take money out of those funds [general or Water and Sewer funds] to balance the regular budget. That was a practice leftover from the last city administration. But if the city has to pay part of this fine out of those funds again, have you heard from any residents about that?

Hernandez: No, we haven't heard from any residents. And certainly I don't think it's going to change the practice. The city commission has made it abundantly clear that we were going to transition away from transferring funds from the Water and Sewer fund into the general fund. The city commission that's currently in office directed the city manager to transition us over a four-year period. They have since directed us to accelerate that transition. And that's something, going into next fiscal year, that we're certainly looking at. If there's an opportunity to return those funds at midyear this year, that's something that our city manager is looking at. But I don't think that the fine is going to derail us from making progress. And using your word, "weaning" ourselves off of that budget transfer. We're under clear direction that the funds that are generated by the Water and Sewer fund are going to go back into the necessary improvements that need to be made. And certainly we've been working in that direction for the last couple of years and we will continue to do so.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

South Florida Sun Sentinel (FL)
July 23, 2019

Fort Lauderdale: Contractor Who Broke Water Main Wasn't Digging Where it told us

Author: *Larry Barszewski*

Fort Lauderdale never warned a contractor that a critical water line lay buried where workers planned to dig last week, a report shows, but city officials say that's because the contractor supplied the wrong address. The misinformation led to a failure that ultimately dried up the city's water supply and led to days of boil-water orders. Taps ran dry hours after the contractor drilled into the water supply line July 17. Countless businesses were forced to close, and more than 200,000 people were left without water to drink or shower. The contractor, Florida Communication Concepts, used a service called Sunshine 811 to find out whether there were underground utilities it had to watch out for while doing work for Florida Power & Light Co. The statewide utility service is authorized under Florida law and is the state's official resource for companies and individuals planning underground work.

The report shows Fort Lauderdale never told the contractor that the site in the back of 2525 NW 55th Court contained a 42-inch pipe that supplied raw water to the main water treatment plant. Instead, the city indicated that it didn't provide service there, according to the report from Sunshine 811. Deputy City Manager **Rob Hernandez** said the city's water line isn't on that property; it's 75 feet north. The digging was being done to the north and east of the requested location, he said. "It appears that where the contractor was digging is not where they indicated on the 811 ticket," **Hernandez** said. "Our investigation is still ongoing." The owner of Florida Communication Concepts, Tim Hicks, said he couldn't comment, and FPL has declined to answer reporters' questions.

Contractors contact Sunshine 811 to alert agencies about the work they plan to do and to find out whether there are pipes or underground facilities they need to avoid when digging. The service then alerts the utilities, which are supposed to inform the contractor whether they have lines in the area and mark them if they do. Florida Communication Concepts filed a ticket with Sunshine 811 on June 25 to install conduit in July for FPL near Fort Lauderdale Executive Airport, records show. Sunshine 811 notified Fort Lauderdale and nine other entities, based on maps they submitted to Sunshine 811 that indicated it was possible they could have equipment near the work site. Tamarac and Crown Castle Fiber responded that they had no facilities there. Oakland Park, Teco People's Gas of South Florida and CenturyLink said their lines were outside of the work site.

Others said they did have equipment in the area. Fort Lauderdale Executive Airport, Comcast Cable, AT&T and FPL indicated that they marked the locations of their lines for the contractor. Fort Lauderdale responded as well, but it used a code indicating that no city utilities were present at that excavation site. The code it used said "another company provides the services at this location." That code typically is used by utilities that do not have services at that exact location, according to Sunshine 811's online site. **Hernandez** said that's because the city doesn't have any water lines at the property address the contractor listed. He also said Florida Communication

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Concepts said on its Sunshine 811 form that it would not be doing boring, but that's how the city's pipe was pierced. Fort Lauderdale receives dozens of requests each day from Sunshine 811 for underground line information. Sunshine 811 sent the city 20,501 notices last year and 12,635 so far this year, the service reported. The requests go to the city's distribution and collections chief for its water and wastewater services. A city police report filed at the time the line was punctured said the company had used the line-locating service. However, it cited Florida Communication Concepts for not having a permit for the work, violating city codes. It issued the contractor a "Notice to Appear" citation. City officials said a date has not been set for a hearing. It's not clear whether a permit was needed. **Hernandez** said last week that FPL has a franchise agreement with the city that does not require the utility to get a permit every time it digs.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Post Gazette (PA)
July 19, 2019

Fort Lauderdale gets 'Temporary Relief' While Crews Repair a Water Main Break

Author: *Dakin Andone & Emanuella Grinberg*

Officials in Fort Lauderdale, Florida, said a temporary fix water has running again after a main break left an estimated 220,000 customers without service Thursday. Water is flowing below normal pressure and is expected to return to "near normal" sometime Thursday night, Mayor Dean Trantalis said in an evening news conference. A subcontractor repairing electric lines on Wednesday struck a pipe that supplies water to a treatment plant, cutting off the city's water supply. No major incidents were reported as a result of the outage, the mayor said. A partial patch was placed on the hole, increasing water pressure, Mr. Trantalis said. Those involved in the repairs are "confident" that the patch will provide "temporary relief" while crews work to redirect the water flow through a backup line and replace the broken pipe, he said.

The installation could take through the weekend, Mr. Trantalis said. While repairs are underway, a boil water advisory is in effect until and water distribution sites will stay open until at least Saturday, Mr. Trantalis said. With repairs underway, he said the city's focus will shift to investigating the cause and seeking compensation for not only the city but hotels, restaurants and other businesses impacted by the service outage. "This was not just a minor incident, this impacted many hundreds of thousands of hundreds of people," Mr. Trantalis said. "It was clearly haphazard," he said. "It's clearly something that we're going to seek retribution for."

What the city is doing to fix the pipe

On Wednesday, a subcontractor working near the city's Executive Airport for Florida Power & Light damaged a 42-inch city pipe that supplies water from wellfields to the Fiveash Water Treatment Plant, the mayor said. The service outage impacted the city and surrounding municipalities that receive water through the city, including Lauderdale-by-the-Sea, Oakland Park, Wilton Manors and sections of Davie and Tamarac. An estimated 220,000 customers were impacted, Deputy City Manager **Rob Hernandez**. Crews are now building a concrete bunker around the broken pipe to seal the break and protect the pipe, Mr. Trantalis said. The bunker should be completed by 10 p.m. ET and the Fiveash Water Treatment Plant should be back to full and normal operation, he said. The temporary fix will give crews time to redirect the water flow through a backup line, Mr. Trantalis said. Once the backup line is in place, a replacement pipe for the primary main will be installed, likely over the course of the weekend, the mayor said.

Cause of outage under investigation

Earlier Thursday, Mr. Trantalis said crews responded immediately, but as they were working, the damaged pipe collapsed, forcing the city to turn off the water flow. During Thursday night's news conference, he suggested the subcontractor bore the brunt of the blame for "something they should not have done." The subcontractor has been cited and an enforcement action has been launched, the mayor said, although he was unable to identify the specific citation. When initially asked if there was anything the city could have done better, the mayor responded "no," then

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

added, "Yes -- we could have foreseen this but you can't foresee these types of things." Later in the press conference, the mayor maintained the incident an "accident" caused by "human error," but he also acknowledged that it put a spotlight on the city's redundancy systems.

Deputy City Manager **Rob Hernandez** said "difficulty" with at least one valve that was supposed to redirect water to the redundant system, leaving them unable to isolate the damaged section of pipe. "What [this] pointed out to us is that we need to pay more attention to our infrastructure needs and that we need to go back and make sure that these redundancies systems do work when they're supposed to work." Residents in need of bottled water can find it at the Beach Community Center on 33rd Avenue, Mills Pond Park on Northwest 9th Avenue and Riverland Park on Southwest 27th Avenue.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

SavannahNow

Posted May 26, 2019 at 8:18 PM Updated May 27, 2019 at 12:29 AM

Savannah's city manager out on medical leave

By DeAnn Komanecy and Eric Curl

Savannah City Manager **Rob Hernandez** is out on medical leave, with Patrick Monahan now serving as acting city manager. **Hernandez** tendered his resignation on April 12 with a last work day date of June 30. Whether **Hernandez's** medical leave will change when he leaves his post is not known. City spokesperson Ken Slats said no other details are currently available. Monahan, a former Chatham County assistant manager, was hired in April as a consultant to work with **Hernandez**, starting in May. Monahan retired from the county in 2013 and has said he would only take the interim position temporarily, but is willing to stay long enough after this fall's election for the new city council to hire the long-term manager next year. He will be paid \$20,000 a month for up to 12 months, under the agreement.

Hernandez's resignation came after news broke of his pending departure for a job as deputy city manager of Fort Lauderdale, Florida. **Hernandez** declined interview requests regarding his resignation, but said in a subsequent press release that he and his wife decided to go back to south Florida to help their siblings care for their elderly mothers. He indicated there was more to the decision than just family reasons, however, in correspondence obtained by the Savannah Morning News. **Hernandez** said he intended to stay away from city manager positions for a while after being asked about his plans by Lake Wales, Florida, City Manager Kenneth Fields. "The last three years here have been tough as a (city manager)," **Hernandez** said. He responded in a similar manner to an April 12 email from Chatham County Engineer Leon Davenport. "Tough town," **Hernandez** said. "Going back to Fort Lauderdale."

The city council hired **Hernandez** as city manager Sept. 1, 2016, with a \$238,000 salary and \$600 monthly vehicle allowance, as well as a \$7,000 annual 457 retirement plan. After his arrival, **Hernandez** led the city through a major restructuring and successful development of a strategic plan. The city has also experienced two years of budget surpluses after **Hernandez** had implemented a hiring freeze and budget cuts. His impact was praised by some of his executive team following word of his departure.

City Management Coordinator Joe Shearouse Jr. wrote in response to his resignation notice that he thought a lot about the accomplishments **Hernandez** had made in Savannah. "Your impact on people is extensive and much more influential than a project or initiative," Shearouse said. "Your openness and eagerness to provide us opportunities to grow and learn is lasting and far reaching." Special Projects Coordinator Daphne Williams said in an email that it may be a long time before they get someone else comparable. "Our team was on fire," Williams said.

Hernandez also experienced his share of criticism, which began shortly after his arrival when he proposed cuts, which were ultimately restored, to arts organizations and social programs. And he was widely panned by residents following the implementation of a fee for fire service. **Hernandez** had touted as a way to get all property owners — including those that are tax-exempt

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

— to contribute to the rising costs of providing fire protection. Public indignation only grew when **Hernandez** presented the council with a spending plan for a budget surplus from 2017 of more than \$10 million about five months after the fee was adopted. The fee was ultimately repealed, but **Hernandez** later attributed some subsequent job searches to the widespread opposition he encountered following its implementation.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
April 29, 2019

Savannah Could Get More Affordable Housing Under These Proposed City Programs

Author: *Eric Curl*

About 44 percent of Savannah families cannot afford quality housing, according to city officials. In other words, almost 24,000 local households are cost burdened because they spend 30 percent or more of their income on housing, said Housing and Neighborhood Services Director Martin Fretty. To address the issue, the city is considering some new affordable housing initiatives that were presented to the Savannah City Council during a workshop Thursday. The initiatives include a \$20 million investment to acquire, redevelop and sell 1,000 blighted properties over a 10-year period. The investment would provide more affordable housing, while also reducing the number of abandoned properties that cost the city an average about \$1,300 a year each in lost tax revenue and expenses related to police, fire and code enforcement services, Fretty said. The city is hoping to get \$10 million for the acquisition program included on the Special Purpose Local Option Sales Tax referendum going before voters this fall. The eventual sale of the properties would go back into a revolving fund and help drive down costs for future investments, Fretty said. "After a couple of years you ought to be able to recover, we think, 80 percent of what we invested in the properties to acquire them," he said. The city is expected to meet with Chatham County officials next month to discuss the SPLOST project list and determine Savannah's distribution share of the sales-tax revenue. Savannah affordable housing presentation by savannahnow.com on Scribd. Inclusionary zoning. The city is also contemplating the implementation of an inclusionary zoning policy, similar to one established in Atlanta last year. The policy would require developers of apartment projects to include a certain percentage of affordable units or pay a one-time fee into a city housing fund. In turn, the developer could select from a list of incentives that could allow for more units, reduced parking requirements and a streamlined permitting process. In Atlanta the program applies to areas where the city is experiencing the pressures of redevelopment, said Bridget Lidy, Savannah's director of planning and urban design. In Savannah, the Canal District, where the new arena is being built west of downtown, provides an opportunity for the program's launch, Lidy said. "It's ripe for this," she said. The proposal received general support from the council, although it is still early in the process. Lidy was encouraged to set up a meeting with Atlanta officials, who she said have expressed interest in helping Savannah establish their own initiative.

And City Manager **Rob Hernandez** said he thought the city would likely need to hire an outside consultant before they could develop an inclusionary zoning policy. "I think we need to bring in the resources from other communities that have gone through that process," **Hernandez** said. "We haven't and there is a lot of stakeholder involvement and a lot of legalities involved." In the meantime, the city has developed some proposed standards to reduce development costs and increase the amount of affordable housing, including the reduction of the minimum lot size and parking requirements in traditional neighborhoods. In addition, the city's proposed new zoning ordinance, NewZo, provides more flexibility for constructing accessory dwelling units, with no more than one bedroom, in some areas. City officials are planning for the new ordinance to be adopted in July after public hearings are held in June.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
April 13, 2019

Hernandez Formally Resigns Post

Author: *Savannah Morning News*

Savannah City Manager **Rob Hernandez** formally submitted his resignation letter Friday morning. "Such letters are never easy to write and I hope it conveys my appreciation to all of you and our great staff, especially those that sit around the table with me each Monday," **Hernandez** wrote in an email to the city council and city staff. "I know that I've made some mistakes along the way as I am far from perfect. Please know that I have always attempted to do what is in the best interest of the city in the long term, and endeavored to create a culture of fairness, professionalism, integrity, inclusion, diversity, opportunity and ingenuity. I'm fortunate to have been surrounded by a team of good people. I'm grateful to have known you. Together, we've gotten a lot done since October 11, 2016. I hope that I have served all of you well," he wrote. "Thank you for the opportunity to serve as your city manager."

Fort Lauderdale City Manager Chris Lagerbloom informed the Savannah Morning News on Thursday that **Hernandez** will be joining the city as deputy city manager later this summer. In a formal resignation letter addressed to the mayor and alderman, **Hernandez** touted the team's accomplishments, from upgrading the city's bond rating to launching the design of the new arena. "I have been honored with the privilege of serving as Savannah's eighth city manager since adoption of the council-manager form of government in 1951. I joined the City on the heels of Hurricane Matthew on October 11, 2016, and since then we've weathered literal and figurative storms and overcame numerous obstacles in providing exceptional municipal services," **Hernandez** wrote. "We accomplished much during this time while simultaneously creating an organizational spirit focused on one simple concept: Forward. Forward is a fanatical passion for momentum, progress and achievement. It is an obsession with what is possible rather than the status quo. It is the driver behind our biggest accomplishment - SAVANNAH FORWARD, our guide to strategic policy-making and investments through 2025."

Hernandez said in a press statement issued later that he and his wife decided to go back to south Florida to help their siblings care for their elderly mothers. His resignation is effective June 30. Savannah Mayor Eddie DeLoach has recommended that former assistant Chatham County Manager Pat Monahan serve as interim city manager, but he is awaiting support for that decision from the rest of the city council. A special meeting has been called for 6 p.m. Monday in the Media Room on the second floor of City Hall for the council to consider an interim city manager. The next city manager is not expected to be hired until after the new city council is sworn in next year following this fall's election.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
January 9, 2019

Savannah City Manager Rob Hernandez: Government Leadership Backs Savannah Fire Department

Author: *Rob Hernandez*

There has been much discussion in recent days about staffing levels within Savannah's Fire Department. I would like to take this opportunity to address misinformation circulating in social and regular media outlets.

First, what the city government has not done:

- We have not closed any fire stations.
- We have not laid off any fire personnel.
- We have not left any neighborhood in Savannah unprotected.
- We have not taken steps that will delay Savannah Fire's response time to an emergency.

What we have done is eliminate vacant positions in Savannah Fire over the past two years. To put those reductions in context, I would like to take you back to 2014. For the first time that year, Savannah Fire was granted an ISO Class 1 rating — an insurance classification that evaluates a community's fire operations and water infrastructure. Less than 1 percent of fire departments in the nation are rated Class 1. The following year, in 2015, Savannah received a three-year, \$3.5 million FEMA grant designed to increase staffing levels in Savannah Fire. We did just that. In 2015, we added 15 firefighter positions. In 2016, we added another 15 firefighter positions. And in 2017, we grew by 10 more firefighter positions. Add it all up and over a three-year period we added 40 new firefighters to our payroll — a 12.6 percent staffing increase. At 366 total positions, including 341 firefighters, this was the highest staffing level in Savannah Fire's history.

That grant ended in 2017, and with it we faced a difficult decision: Do we ask Savannah taxpayers to continue funding this increased staffing level, or do we make reductions? We were facing flat revenues that year, and direction from city council to continue making investments in the police department. To balance the 2018 budget, we eliminated 45 vacant positions across the city government organization, including 18 within Savannah Fire. Council directed that those cuts come from Engine 16/Marine 1 — a specialized unit that operates the fire boat and a backup pumper truck at fire department headquarters on Oglethorpe Avenue. That same budget authorized a permanent funding solution for fire operations: the fire fee. That fee was rejected over the summer, and during months of public discussion we heard repeatedly from property owners that they preferred a smaller fire department over paying a new fee to fund fire services.

We contracted with the University of Georgia Carl Vinson Institute of Government to analyze Savannah Fire operations and make recommendations on better use of resources. I expect those recommendations within the month, but preliminary discussions with the report authors identified options for increased efficiency and reducing costs. The 2019 budget was balanced with the elimination of another 15 vacant positions. The UGA recommendations will drive where

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Roberto Hernandez
(Articles are in reverse chronological order)

those reductions are made. It is important to note that even with the elimination of these 33 vacancies over the past two years, Savannah still has seven more firefighter positions today than we did in 2014, when we received our ISO-1 rating. And we are still well-staffed compared with communities our size; Charleston, for instance, has one fewer firefighter position than Savannah, and 24 percent more territory to cover.

As a resident or business owner in this city, you are served not just by the fire station located in your neighborhood, but a fire protection system consisting of 15 stations and 22 emergency response vehicles. The city government also maintains agreements with our adjacent cities, which provide us access to more than 20 other fire stations, firefighters, and equipment should they be needed in the unlikely event all of our resources are unavailable. No area of the city will ever be left without a response to a fire. We are fortunate to have one of the best fire departments in the nation. Savannah Fire will continue to be, even with these adjustments.

Rob Hernandez is Savannah's city government manager.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

WTOC 11

April 9, 2019 at 11:21 PM EDT - Updated April 11 at 10:36 AM

City of Fort Lauderdale extends offer to Savannah city manager

By Sean Evans

SAVANNAH, GA (WTOC) - Several sources have confirmed that Savannah City Manager **Rob Hernandez** is leaving his job. "The city is losing a very smart and talented individual," Savannah Alderman John Hall said. "I wish Mr. **Hernandez** the best wherever he goes. Our loss is another city's gain." **Hernandez** said that he has not officially tendered his resignation or discussed this with all of city council as a group. He said he will not release a statement until he felt it was the appropriate time. We've reached out to the mayor's office and the city spokesperson for comment.

Hernandez came to Savannah from Broward County, FL in 2016. "He inherited a virtual mess. Remember, he came in in the middle of a hurricane. The first hurricane we'd had in what, 27 years," said District 4 Alderman, Julian Miller. In addition to dealing with the aftermath of Hurricane Matthew, **Hernandez** was tasked with completing a budget and coming up with a blueprint that would carry Savannah years into the future. "He has come up with the city's first strategic plan and gotten it going. He has refined our logo so we have the same logo everywhere. There's an awful lot he has done, most of which the public will never see," Alderman Miller said. Several things spear-headed by **Hernandez** have been very public, like re-establishing a Savannah Police Department after the de-merger with the county, the search for a new police chief, and the fire fee proposal.

Less than a year after the fire fee proposal was dropped by city council after public backlash, **Hernandez** referenced it in a moment of levity during his speech at a firefighter award ceremony Wednesday afternoon. "Believe it or not, the city actually imposed a fire fee way back in the early 1800's to provide fire protection services to all property owners of the city. I wish I would've known that a year-and-a-half ago. That could have helped us sell what we were trying to do a little easier to those that were opposed to what we were trying to do," he said.

If **Hernandez** is in fact out the door like sources tell us, city leaders know they need a similar leader to take the helm. "When you run a city, there are so many moving wheels and so many gears going in different directions. There's always going to be hundreds of things that have to be addressed. That's why it's going to take someone who really knows what they're doing to pick up the mantle and go forward," Miller said.

Hernandez's previous attempts to change jobs have been publicized. In August of 2018, it was announced that **Hernandez** did not get a county administrator position in Pinellas County, FL. The city of Savannah confirmed he was a finalist for the position. **Hernandez** was also on the shortlist for a city manager position in Brownsville, TX. At the time, **Hernandez** said he wasn't sure if the Savannah community wanted to work with him. "Criticism of government is healthy and important, and comes with the territory," he said in a statement in August of 2018. "I don't take it personally, even if some of the attacks on me have been very personal. What I do want is

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Roberto Hernandez
(Articles are in reverse chronological order)

to work in a community that wants to work with me. I am not sure that is currently the case. Amid a sustained level of criticism and uncertainty, I have considered opportunities outside Savannah. While I have no desire to leave, I did feel it was a prudent move for me and my family.” **Hernandez** was a key architect of a proposed fire fee in Savannah that drew the ire of many in the city. The city council withdrew the fee from consideration after a tortured fine-tuning process. The mayor proposed to halve the fee weeks before it was withdrawn.

Chaz Adams with the city’s strategic communications office says **Hernandez** has received an offer as Deputy City Manager for the City of Fort Lauderdale Florida. “The City of Fort Lauderdale has extended an offer to Roberto “Rob” **Hernandez** for the position of Deputy City Manager. The offer is contingent upon approval from the Fort Lauderdale City Commission. The commission plans to consider the item at their next meeting, which will take place on Tuesday, April 16,” Adams said. City council will hold its regularly scheduled meeting on Thursday. We’ll be following this closely to see if anything is announced regarding a resignation, as well as what’s next if the Savannah city manager position becomes vacant.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
December 20, 2018

Savannah City Council Oks \$1M Fire Station Sale Despite Buyer's History of Code Violations

Author: *Eric Curl*

The Savannah City Council on Thursday approved the sale of a former fire station, despite the buyer's history of being cited for code and maintenance violations at multiple properties throughout downtown. The \$1.05 million sale to Inman Park Properties came after three proposals were submitted to the city and evaluated by a five-person staff committee. Inman received the highest score after proposing to preserve and restore the 72-year-old building at 6 W. Henry St. for use as a cafe and office space. Rajesh Patel had proposed paying \$525,000 for the property, while Lynch Associates Architects offered \$455,000. The sale was quickly approved without discussion by the city council, with the exception of Alderman Bill Durrence, who had stepped out of the chambers to speak with someone who was leaving.

Durrence, who represents the area where the building is located, said he probably would have voted for the sale also. It was his understanding that most of the property maintenance issues have been addressed and he was hoping to see something done with the building, Durrence said. "The bottom line for me is that it didn't matter how I voted because the majority of council made up their mind that for that price point, they were going to sell it," he said. Inman's proposal is expected to activate the "somewhat stagnant" block and generate 75 full-time jobs in the neighborhood, according to the developer's proposal. Inman reported that construction was expected to begin 120 days after closing and take one year to complete.

Staff had delayed consideration of the sale in October following inquiries from the Savannah Morning News into the buyer's past code and property maintenance issues. From 2012 through 2016, the city instigated 16 Chatham County Recorder's Court cases against Inman's owner, Jeff Notrica, for 14 downtown properties. Charges related to overgrown vegetation, maintaining a clean and sanitary property, safety, defacement of property, accumulation of garbage, and an unsafe building. The pending sale comes after the approved sale this year of multiple downtown city properties. City Manager **Rob Hernandez** has touted the sales as a way to return outdated properties to the tax rolls and raise revenue for the construction of a new municipal center west of the Historic District, where the city is building a new arena.

However, **Hernandez** said during an interview Tuesday that the sales revenue may instead go toward construction of the arena. The amount of current voter-approved Special Purpose Local Option Sales Tax is expected to raise \$120 million, while about \$22 million was raised during previous tax periods. Still, the city expects to need an additional \$20 million to \$40 million to cover the estimated \$140 million to \$160 million costs of the arena's construction, as well as relocating public works from the arena site and building a new complex for that department, **Hernandez** said. The city does not plan on adding the arena to the next SPLOST referendum going before voters this fall, he said.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
November 16, 2018

Savannah Proposing Slight Property Tax Cut, Employee Wage Hike

Author: *Eric Curl*

The owner of a home valued at \$100,000 will save about \$8 a year under a proposal to reduce the property tax rate in 2019, according to city estimates. The reduction from 13.40 mills to 13.20 mills was requested by the Savannah City Council on Friday, the second day of a two-day budget retreat, after staff had initially proposed retaining the existing rate. Alderman Brian Foster advocated for the reduction to provide some relief to taxpayers after the rate was increased from 12.48 mills this year following the elimination of the widely opposed fire fee. "It's a start," Foster said. The council also directed staff to incorporate a 3.5 percent wage increase for employees next year. The proposed increase was agreed to as a compromise after Alderman Van Johnson had initially sought to bump staff's recommended 3 percent wage increase to 4 percent. "The fight for the best and the brightest is real and people ultimately go where they will be paid," Johnson said.

To maintain a balanced budget, while accommodating the council's wishes, staff said they increased their "conservative" projections for property tax revenue growth next year from 3 percent to 4 percent. In addition, staff plans to cut another \$1 million from the proposed budget to cover the remaining costs, said City Manager **Rob Hernandez**. The 2019 budget is expected to be presented to the city council for adoption next month. Since **Hernandez** arrived in late 2016, he has touted the need to address what he described as a structural imbalance resulting from expenses exceeding revenue. The fire fee adopted this year was an attempt to address that imbalance, but the council voted to repeal that new revenue source after facing widespread opposition from property owners.

Hernandez said he believes the city has made progress, but noted the concerns raised by the council during the retreat that funding was lacking for infrastructure and service improvements. "We're still imbalanced in that this budget is not able to adequately address those needs," he said. "We are addressing them, but the need really outstrips our ability to fund them." The next Special Purpose Local Option Sales Tax, which goes before voters next fall, has been touted by the council and staff as a way to fund needed infrastructure improvements, but **Hernandez** said the city cannot rely on the tax to resolve the issue. The city will also be looking at more models to fund municipal services, including a potential stormwater fee to cover the cost of drainage projects, **Hernandez** said. In July 2017, the city council unanimously approved a \$49,651 contract with Atlanta-based Stantec Consulting Services to study the feasibility of such a fee and how it would be implemented, but the study's findings have never been presented. "We continue to look at that and we will be bringing that back to City Council at the appropriate time," **Hernandez** said.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
August 31, 2018

\$3.9M Mistake Mucks Up Arena Contract

Author: *Eric Curl*

The Savannah City Council on Thursday delayed by two weeks consideration of an \$11.2 million contract with AECOM Hunt to manage the construction of the new \$140 million arena, after learning the contract amount is actually about \$3.9 million more than city staff had initially reported. The vote for the delay came after staff explained during the morning workshop that a misreading of the fee proposal had led staff to initially report that the contract was \$7.3 million - the amount that was on the meeting agenda until Wednesday. The originally reported amount should have been a red flag since it was so much lower than the amounts submitted by the other two finalists for the contract, said Alderman Bill Durrence. Turner Construction had proposed serving as construction manager at a cost of about \$13.6 million, while JE Dunn's proposed cost amounted to almost \$12.7 million. "I'm very nervous," Durrence said. "I never spent \$140 million before." Pete Shonka, executive director of arena development, said that AECOM Hunt still had the lowest price and highest evaluation score after the error was corrected.

City Manager **Rob Hernandez** also said he felt confident in moving forward with the recommended contractor after determining the company had followed the process correctly, while acknowledging the error should not have occurred in the first place. "That reflects poorly on me and I apologize," **Hernandez** said. "We will double down to prevent circumstances like this in the future." Council members said they wanted more time to see how the error occurred before taking a vote. "The severity of it should not be lost," said Alderman Julian Miller. "We are going to be doing an awful lot of contracts and we need to have confidence on that." Walter Murphy, vice president at JE Dunn, had also spoken out against the contract being awarded to AECOM during the meeting and had informed the council that he had notified the city manager of the issue. "We were told it was a scrivener's error," Murphy said "I don't think so. I think the bid was non-responsive."

In other council news, city council approved the \$14 million sale of two downtown buildings. Mayor Eddie DeLoach joined Aldermen Carol Bell, Durrence, Brian Foster, John Hall and Miller in approving the sale of the historic Gamble Building next to City Hall for \$8.5 million, while Aldermen Van Johnson, Estella Shabazz and Tony Thomas cast the opposing votes. The buyer, Foram Development, plans to convert the building into a condo complex with rooftop gardens. Staff had recommended the sale as a way to rid itself of a building that requires extensive repairs and generate ongoing revenue by putting it back on the tax rolls. But Thomas said he disagreed with staff's assertion that the historic building was not adequate for city use. "I'm a little bit more of a sentimentalist," he said. "I believe the city is giving up its imprint on the riverfront."

The vote was similarly split with the council's approval of the sale of the former Catholic Diocese building at East Broad and Liberty streets for \$5.9 million to Standard Companies, which plans to develop the property as an apartment complex with commercial space. Johnson

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

said he was afraid residents were being priced out of living in the city. "This was in my mind a wonderful opportunity to provide affordable and workforce housing for people to live downtown," he said. The approved sales come two weeks after the city council's vote to sell the Broughton Municipal Building to Columbia Ventures for \$4.5 million. The buyer intends to convert the mid-century building into a hotel with retail on the ground level. And in April 2017 the council approved the \$5 million sale of a 1.2 acre lot on Oglethorpe Avenue, where a developer plans to construct a mixed-use residential complex.

Hernandez said the funding from the sales is being invested into a reserve account for a modern municipal center he is considering building west of downtown near the arena to consolidate city departments. The total costs of that project, which would include a public safety complex, have not been determined, **Hernandez** said. "We still have a lot of work to do on that," he said. "We still have to flesh that concept out with city council." In the meantime, the city has been relocating staff into 36,538 square feet of leased office space on Chatham Parkway at an annual cost of about \$785,000.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
July 11, 2018

City: Funding Problems not Over
Savannah May be Facing Tough Budget Process for 2019, Hernandez Warns
Author: *Eric Curl*

The recent repeal of the controversial fire fee may have been welcomed by property owners concerned about the additional expense, but city officials are not breathing easy as they look toward Savannah's financial future. With the elimination of the dedicated fee, which would have freed up millions in general funds, the city may be facing a difficult budget process for 2019, according to City Manager **Rob Hernandez**. **Hernandez** warned the Savannah City Council last week that their plan to increase the property tax rate by 0.92 mills, or 7.4 percent, will not resolve long-standing financial challenges that the fee was meant to help address. Almost a third of city parcels pay little or no property taxes due to being exempt or having low value, and tax digest growth has not kept pace with expenses, **Hernandez** said. "I don't want anyone leaving here today with a rosy picture of 2019's budget process," he said. "We are structurally imbalanced."

The mayor and aldermen are expected to adopt the tax increase on July 19 to restore almost \$10 million of the \$16.5 million in revenue lost with the elimination of the fire fee. The city also implemented a hiring freeze and cut expenses, including \$1 million Mayor Eddie DeLoach had sought for an early childhood learning center being planned by the Savannah-Chatham School Board. With the proposed tax increase, the city will be able to preserve funding for some priorities that included software upgrades, enhanced right of way maintenance, Waters Avenue streetscape improvements, increased city reserves, and the Savannah Shines neighborhood revitalization initiative that has already begun in Edgemere/Sackville, said Alderman Julian Miller. "I'm not sure if everyone understands how deplorable the city's computer system is," Miller said. "We're still running programs that most people have abandoned 20 years ago."

Alderman Brian Foster said the city will also maintain the full staffing levels of the police department after adding more than 120 officers to patrol the city following the department's split with Chatham County in February. "We are fully staffed and have been for a while in the first time in over a decade," Foster said. "That's what the public asked for and we have successfully done that." Savannah's property tax rate has been decreased or remained the same every year since 1994, aside from a six-month half-mill increase in 2010 that was dropped back to the previous rate the following year. The current rate of 12.48 mills has been in place since 2013. For the owner of a home with a fair market value of \$150,000, the proposed increase amounts to \$55.20 annually or \$4.60 per month.

Alderman Tony Thomas said that every effort would be made to reduce the rate in 2019, but **Hernandez** responded by casting doubt on that scenario. "I don't know at this point in time because it's still too early in the process for FY19 to determine, in fact, whether we are going to have a smooth budget process or we're going to have a rocky budget process like we've had the last couple years," **Hernandez** said. "So please do not leave here today thinking that budget

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

process for FY19 is going to be a smooth one because I can't guarantee that." Savannah Alderman Van Johnson suggested that the city meet with residents before the budgeting process begins to reconcile what they want and what the city can afford. "We have a region that takes advantage of many of the services that we provide that they do not pay for," Johnson said. "So I think part of this discussion is educating individuals that we can give everybody what they want, but there is a cost to it." **Hernandez** said that the city's budget director, Melissa Carter, has already proposed holding several citizen engagement panels to walk residents through the budget process, "allowing them to see how difficult it is to put together a \$400 million budget for an enterprise the size of the city of Savannah." The council will hold two additional hearings at 9:45 a.m. and 2 p.m. July 19 before making a final vote on the tax rate increase.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
June 8, 2018

City to Consider \$11M in Cuts
Council Approves Adding Sunday ‘Brunch Bill’ to November Ballot
Author: *Eric Curl*

With less than six months left to go, City Manager **Rob Hernandez** has been charged with cutting more than \$11 million from this year's budget. On Thursday, the Savannah City Council directed **Hernandez** to figure out over the next week what cuts can be made to make up for the anticipated loss in revenue, as the mayor and aldermen prepare to reduce the controversial fire fee by more than half in the face of widespread opposition. "We're just asking the city manager to go back and modify the numbers and bring us something forward that people can feel better about," said Mayor Eddie DeLoach. As proposed by the council, a property tax increase is not an option and the city would retain the one mill tax rate decrease that was approved in conjunction with the fire fee as part of the 2018 budget. The council's vote came after DeLoach announced on Wednesday a proposal to reduce the fee by 53 percent, which would bring the fee to \$120 for residential properties. The city is also offering discounts of up to 20 percent until June 15, which would bring the total to \$96. Mayor Pro Tem Carol Bell also suggested that **Hernandez** present an alternative option to cover the costs of eliminating the fire fee entirely. "As a council, let us determine if that's the way we want to go," Bell said. Previous attempts last month by Aldermen Van Johnson, Estella Shabazz and Tony Thomas to repeal or lower the fee were voted down by the remaining members of the city council during deliberations on how to spend \$10 million surplus from last year. On Thursday, Thomas said he was staunchly opposed to the fire fee, but was concerned the council was being unfair to **Hernandez** by not making the \$11 million reduction request when the surplus was presented. "I don't know if the city manager has truly analyzed that plan to see if he could reach that number," Thomas said. "And I don't know either what other options are completely out there." The surplus spending plan, which left the full fire fee intact, included funding to pay off the purchase of the Coastal Empire Fair site; complete the Cultural Arts Center; install computer security upgrades following a malware attack; fund a staff compensation study; and assist the Savannah-Chatham School Board in establishing an early learning center touted by DeLoach as an anti-poverty initiative.

Hernandez said Thursday he did not recommend using the surplus funds to make up fire fee cuts because the savings and unexpected revenue from 2017 were going toward one-time expenses and that the fire fee was meant to free up general funds for ongoing operational costs. "It would come back to bite us at some point in the future," he said. The proposed budget cuts are expected to be presented for the council's consideration during a budget workshop June 18. The tax rate has to be formally adopted by the end of the month and the council is expected to vote on the revised budget at their meeting June 21. Prior to the regular meeting, the council got a briefing on a hardship program the city is developing for low-income property owners who are unable to afford the fee. The city is now seeking a nonprofit social service provider to administer the program so applicants can also have an opportunity to get assistance with additional needs, said Tafanye Young, Chief Community Services Officer. "We're hoping that people will take advantage of this and see rewards beyond just the fire fee being waived," Young said.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
April 12, 2018

The Sense in the City's Spare Cents

Author: *Eric Curl*

Savannah had a better year, financially, than expected, according to city officials. Now, the city is planning on providing \$2 million in funding needed to complete the new Cultural Arts Center, paying for security upgrades following a recent computer malware attack, and covering the full costs of a 3-percent performance-based pay increases for employees, after recently closing out the 2017 budget with a \$10 million surplus. The surplus stemmed from a combination of about \$5.2 million in revenue coming in higher than anticipated, in addition to expenses coming in about \$4.7 million below budgeted amounts after the city implemented a hiring freeze last year, said City Manager **Rob Hernandez**.

Most of the growth was from elastic revenues, such as lodging and sales taxes, that expand and contract with strength of economy, **Hernandez** said. "We have a general idea how the economy is going to perform but it's a guess and science at the same time," he said. "So in 2018 our budgeting numbers are a bit more optimistic than they were when we put together the '17 budget, but something could happen tomorrow." The funding plan going before the Savannah City Council Thursday will also increase reserve funds, pay a debt owed for purchasing the Coastal Empire Fairgrounds site, and cover costs associated with converting a section of Montgomery Street for two-way traffic. In addition, staff is recommending that the revenue go towards staff relocation costs related to the planned sale of two downtown buildings and a compensation study to address pay inequities.

"We also did a reorganization this year and created new job titles," **Hernandez** said. "We think we slotted them in the right place, but it's time that we do a real in-depth review of our pay and compensation practices." Almost 100 positions were eliminated as part of the reorganization, with about 40 of them vacant, but dozens of new positions were added and impacted employees were given the opportunity to apply for the jobs. Seven employees ended up not being placed either because there was nothing available or they did not accept the position offered, according to city officials. And after the city council voted to add 24 new positions to the police department this year, there ended up being a total net reduction of one position.

Hernandez said the surplus does not negate the need for the city's new fire services fee, which was implemented to correct a structural imbalance the city has faced for years. "If we didn't have the hiring freeze and agencies spent every dime we got budgeted, we would have only \$5.2 million in extra revenue," he said. "The fire fee provides us an opportunity to take \$21 million of pressure off of the general fund." The city council recently approved an ordinance that offers up to a 20 percent discount on the fee for installing safety equipment, developing emergency plans and participating in fire training programs. Property have between April 15 and June 1 to apply for the reduction before bills are sent out in the fall.

Meanwhile, the city also plans to spend about \$500,000 on new technology and services to boost

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

security measures after a malware attack discovered in February impacted some city services. The malware appears to have been eliminated, but the city is still not accepting email attachments as a precaution, said city spokesperson Michelle Gavin. "We think that we've gotten it," Gavin said. "We've taken all the measures to wipe computers and have taken some extreme measures, but it's an ongoing thing."

Proposed surplus expenditures

Transfer to Reserves/General Fund Balance: \$2.5 million

Performance-based 1-percent employee pay increase: \$600,000

Cultural Arts Center Overrun: \$2 million

Montgomery Street redirection project: \$1 million

MPO agreement amendment: \$200,000

Revenue dept. relocation: \$500,000

Fairgrounds - Pay off Debt Service: \$1.4 million

IT/Malware Equipment Recovery: \$500,000

Relocation Contingency: \$100,000

Compensation study: \$300,000

Facility repairs and improvements: \$800,000

Rental of backhoe - Cemeteries: \$100,000

Total: \$10 million

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Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
February 18, 2018

Savannah Restructures Government Operations
Officials Tout Plan as Way to Make City Operations More Efficient

Author: *Eric Curl*

New titles and responsibilities, along with salary increases in some cases, have been issued to a number of Savannah's department heads and top administrators as part of a government reorganization implemented by City Manager **Rob Hernandez**. Touted as a way to make city operations more efficient and achieve the Savannah City Council's priorities in a recently adopted strategic plan, new departments and positions have also been created, while others have been eliminated or modified. The restructuring consolidates two assistant city manager positions, one deputy to the assistant city manager position and five bureau chief positions into three executive officers. The employees selected for the new positions have the experience and personality to lead and get things done, **Hernandez** said. "That's what differentiates managers from leaders," he said. "I need leaders more than I need managers."

Paying for quality

Marty Johnston, formerly a deputy assistant to the city manager, was selected to fill the chief operating officer position, charged with asset management, customer service, special events coordination and oversight of the financial and internal service functions of the city. The move bumps her salary up from \$125,827 to \$148,000. Heath Lloyd was selected as Chief Infrastructure and Development Officer, after previously working as the public works and water resources operations director. Lloyd's responsibilities include ensuring the safety of the city's infrastructure, producing safe drinking water, protecting buildings and streets from flooding, and improving the development process. Lloyd's new salary amounts to \$148,000, up from his previous salary of \$109,414. Taffanye Young was hired as the city's Chief Community Services Officer after previously serving as the Community and Economic Development Bureau chief. Young is charged with unifying initiatives and programs focused on improving the lives of residents and providing them with clean, safe neighborhoods and access to quality housing, recreational facilities, leisure opportunities and supportive services. Her salary increased from \$132,282 to \$148,000.

The city's former budget director, Melissa Carter, also received a pay increase from \$89,400 to \$115,000 after being promoted to head the new Office of Management and Budget, which is responsible for preparing the city's yearly and long-term fiscal plans, as well as taking on an expanded role in grants development. And David Keating, who previously worked as a real property director, had his salary increased from \$84,025 to \$90,327 after being put in charge of a revamped Real Estate Services Department that now oversees property acquisitions, facilities maintenance, cemeteries, and the Civic Center. Pay was only increased for employees who have taken on additional responsibilities so that they are being fairly compensated, **Hernandez** said. "We want to keep the good ones," he said. "And also we have key positions we have to fill and we need to be able to compete and attract a quality workforce." Cutting grass and dysfunction After years of complaints about property maintenance issues and delays in completing planned

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

projects, departments that never talked to one another were merged and new offices were launched as a way to eliminate government bureaucracy and improve focus, according to officials. To improve property maintenance, quality of life and tourism impacts, a new Code Compliance department was created. Previously, code-related activities were handled by multiple departments, prompting situations in which a property maintenance enforcement officer could not handle a zoning violation, or vice versa. In addition, property maintenance was only citing code violations on residential properties and letting violations on commercial properties go or referring them to the building department, **Hernandez** said. "So we said time out ... we're bringing all that in house," he said. "We're going to do cross-training and we're going to have commonality in how our code enforcement is handled and prosecuted."

Kevin Milton, a new employee with the city, has been hired as director of the department, with a salary of \$115,000. Former Property Maintenance Director Kimberly Corbin is now working as Code Compliance Assistant Director, with her salary remaining at \$80,368. Similar issues led to the consolidation of the city's landscape maintenance functions, including squares and monuments, into a new Greenscapes department. Prior to the consolidation, **Hernandez** said one team would cut an overgrown lot and then a different unit would come back a week later and cut the adjacent canal bank. And in some cases, **Hernandez** said, small equipment such as weed wackers would not be brought in until days after the larger mowers had cut down some city right-of-way. Now, work areas have been divided into grids that are maintained by regional teams responsible for basically anything that grows, **Hernandez** said. "They work a grid and don't leave that grid until everything is finished," he said.

Former Park & Tree Director Gordon Denney now heads the new department. His salary remains \$80,368. The reorganization also included the formation of the Capital Projects Management office, which **Hernandez** said put five full-time positions in charge of overseeing \$726 million in budgeted projects. That move was praised by Alderman Julian Miller recently when the council was given an update on the projects being funded by the voter-approved special purpose local option sales tax. Often-repeated concerns were raised about the time it has taken to complete some projects, and Miller noted that the department was created to address the issue. "This is one of those things going on behind the scenes that the public won't see that is really going to make a big difference," Miller said.

Staffing impacts

The restructuring came after the city imposed a hiring freeze upon **Hernandez's** arrival in October 2016, and at his direction only critical positions were filled for more than a year in anticipation of the changes. Almost 100 positions ended up being eliminated as part of the process, with about 40 of those vacant. Dozens of new positions were added, however, and impacted employees were given the opportunity to apply for those jobs. "In certain instances we were very lean in operations, and I think that was hurting us," **Hernandez** said. Seven employees ended up not being placed either because there was nothing available or they did not accept the position offered, according to city officials. And after the city council voted to add 24 new positions to the police department this year, there ended up being a total net reduction of one position, **Hernandez** said.

Not all employees' pay went up after getting a new position. One former assistant city manager,

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Peter Shonka, ended up having his pay reduced by \$15,624 to \$140,619 after he became head of a new arena development district office - the office focused exclusively on developing the new arena and stimulating private and public investment in the surrounding redevelopment area. Such pay reductions were unfortunate, but in some cases could not be avoided, **Hernandez** said. "There may have been several, although not widespread, due to reduction in responsibilities," he said. A number of other staffers retained the same salary, while taking on new roles. Bridget Lidy, former Tourism and Ambassadorship director, was hired as the new Planning and Urban Design director after her department was eliminated. Her salary remains \$85,703.

And Bret Bell, newly titled assistant to the city manager rather than deputy assistant, is now charged with handling legislative priorities, preparing the council's agenda, and working to ensure residents' concerns brought to the attention of aldermen are addressed. His salary remains \$107,205. In addition, former Economic Development Department Director Manuel Dominguez's salary of \$80,368 was left unchanged after he became head of what is now the Office of Business Opportunity, which is responsible for administering and coordinating the city's economic and small business development program. After being delayed for about two months as they attempted to find suitable jobs for all of the impacted employees, the reorganization became effective Feb. 1, said **Hernandez**, whose salary remains \$238,000. "One thing I want to stress to folks is patience," he said. "We just put this new organizational alignment into play."

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
December 30, 2017

City Manager Talks ‘Funkification,’ Ferris Wheels in Savannah
Opinions Expressed on Preserving Historic Structures Modernizing Others
Author: *Eric Curl*

A modern looking arena could be in play, but a proposed Ferris wheel on River Street is out of bounds. City Manager **Rob Hernandez** recently shared his thoughts on architecture, historic preservation and development in Savannah, as the guest speaker at the Historic District Board of Review's recent retreat. During the hour-long discussion earlier this month, **Hernandez** also took time to describe one of his architectural "pet peeves." "I hate red brick," **Hernandez** said. "We seem to have this tremendous love affair with red brick." He said he would like the new arena the city plans to build west of the Historic District to have a more modern look, perhaps with stainless steel and glass, while still paying homage to history. "But it doesn't have to be rooted in red brick," he said.

The arena site is outside the board's jurisdiction, but Chairman Stephen Merriman Jr. later said he is not necessarily opposed to a more modern looking building being built at the site. "I would be more opposed to build an arena that appears like it was built in the 1850s," Merriman said. "It gives a false sense of history." **Hernandez** also made it clear that he believes City Hall is no longer an efficient place for himself and other city staffers to work or for the Savannah City Council to hold their meetings. He talked about his plan to build a modern municipal complex in order to consolidate the city's workforce, while possibly converting City Hall into a "working museum" where the mayor and aldermen could have offices. "We're going to preserve City Hall," **Hernandez** said. "We have to preserve it, but the day-to-day stuff can go somewhere else." The 111-year-old building is in serious need of repairs, and funds for the structure's restoration will need to be raised, possibly by including the project in the 2019 special purpose local option sales tax referendum, he said.

Hernandez got some pushback from board members when he said he was considering replacing City Hall's deteriorating wooden windows with modern faux-wood frames to make them more efficient and hurricane-resistant. Board members were concerned the move would ruin the building's historic integrity and lead to private developers also wanting to bypass ordinance requirements. They suggested the city install exterior wood windows with interior storm windows to achieve the results he is seeking. Otherwise, the historic protections in place would crumble, Merriman said. "That's one of the biggest things Savannah has going for it, is our ordinance," he said. There are some buildings that seem ripe for "funkification," such as the old East Side Theater on the corner of East Broad and East Gwinnett streets, **Hernandez** said.

The historic theater with the words "Hungry World" across the old marquee has sat vacant for decades. "Not to be disrespectful of its character, but you can do cool things with it," **Hernandez** said. "That building has a lot of potential." In a similar vein, he would like to "funkify" Martin Luther King Jr. Boulevard around the Interstate 16 flyover, which he considers an eyesore. There have been plans proposed to demolish the ramp into downtown, but **Hernandez** said he does not

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Roberto Hernandez
(Articles are in reverse chronological order)

see the structure going anywhere anytime soon. But the city is too busy trying to put out daily fires and has little time to be creative, **Hernandez** said. "You're the folks that need to come up with those ideas and we'll support it when we can," he said. **Hernandez** also made it clear that some proposals will not fly as the city tries to balance the demands of tourism with preservation efforts and residential needs. Board members thanked him after **Hernandez** said he and the city council recently rejected a request to install a Ferris wheel on River Street.

The 137-foot-tall observation wheel would have been installed on a city parking lot along the water between the Abercorn and Lincoln street ramps at an initial rate of \$17,000 a month, under the lease agreement proposed by Missouri-based SkyStar Wheel. "When I looked at that request, I said no way," **Hernandez** said. **Hernandez**, who previously worked as the deputy county administrator of Broward County, Fla., became Savannah's city manager in October 2016.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Morning News (GA)
December 1, 2017

City Considers Budget Cuts, Fees to Cover its Shortfall
Hernandez: \$187 Million Proposal a Starting Point

Author: *Eric Curl*

Savannah staffers are proposing a variety of revenue generating options and expense cuts for the 2018 budget to determine whether the Savannah City Council wants to implement service enhancements or reductions in the face of projected funding shortfalls. The preliminary spending plan presented during the first day of a two-day budget retreat on Thursday amounts to a "bare bones, no frills and somewhat painful" general fund budget of \$187 million that includes almost \$13 million in cuts to personnel, services and capital project investment, said City Manager **Rob Hernandez**. "It's not even a recommended budget or a proposed budget," **Hernandez** said. "It's just a starting point for our conversation."

The second budget option of almost \$200 million would sustain existing services, as well provide funding for performance-based wage increases and increase reserve funds for unforeseen expenses. The third spending plan would be an "enhanced budget" of about \$213 million to cover expenses related to council priorities, such as additional police officers recommended by a consultant to improve emergency response times. Among the funding options staff presented was a proposed fee charged to all properties to cover the cost of fire department services and eliminate that department's dependence on tax revenue. Implementing a fee to cover the full cost of fire services would amount to \$370 per household and raise an estimated \$31.5 million, according to the budget report.

A consultant, Ecological Planning Group, also presented reduced rates as an option that would cover between 50 percent and 75 percent of fire service costs and raise about \$15.7 million to \$23.6 million. Property tax increases and decreases of between half a mill and two mills were also proposed, with revenue impacts ranging between \$2.5 million and \$10 million. "Anything you decide today for this budget is going to play out and have an effect for the next few years," said Erick van Malssen, who was working with the fire fee consultant. A hardship fund to assist low-income property owners is now being considered as part of the fire fee proposal, if it is adopted.

Savannah Alderman Van Johnson said he is still concerned about the fee's impact since renters would not be eligible to receive payments from the fund, even if the fee's cost was passed onto them by landlords. But Alderman Julian Miller said rental rates are established by the market and he does not expect tenants to be adversely affected as a result of the fee. Alderman Tony Thomas said renters would be impacted, but that the more than 5,800 tax-exempt property owners benefiting from fire services need to contribute to those costs. "Those folks have got to participate," Thomas said. "It's going to be tough for some people, but some people have been riding this system for decades."

The \$12.7 million in spending cuts are being proposed, despite projected increases in property

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Roberto Hernandez
(Articles are in reverse chronological order)

tax revenue and other tax revenue streams this year and next. The shortfall is due to a combination of factors, including an increase of tax exemptions, operating costs and growing debt payments related to property purchases, infrastructure improvements and public safety purchases, **Hernandez** said. "We have a lot of needs in the city that far exceed the revenues available to us," he said. A surplus of about \$3.8 million is actually anticipated for 2017, due to higher than projected tax growth and salary savings from a hiring freeze. Those funds are proposed to be used to offset a budgeted use of reserve funds for 2017 and help cover expenses related to hurricane damages and capital project overruns.

The city is also anticipating some employee payouts due to some officers joining the county police department, following the split of Savannah-Chatham police. Planned civilian staff cuts stemming from a government restructuring should only result in a "handful" of employees actually leaving the organization since those impacted will have the opportunity to fill other positions, **Hernandez** said. The second day of the budget retreat is scheduled to begin at 8:30 a.m. Friday. During the workshop staff will need the council to make a decision on what type of funding options or cuts they want to move ahead with, **Hernandez** said. "I have to get some clarification on what they want to do because I have to put together a final budget," he said.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Savannah Now – Savannah Morning News (GA)
February 11, 2017

Poverty Persists in Savannah, Despite City Programs

Author: *Eric Curl*

Austin Spell, 20, wants to be a pipe-fitter or EMT. That is why he was recently sitting in a classroom at the Moses Jackson Advancement Center, where he and six others were registering for a GED program put on by Savannah Tech. Spell said he was pulled out of school by his stepfather in eighth grade and he does not have the educational background he needs to meet his career goals. "I'm planning on getting my bachelor's degree and see what I can make out of myself," he said. The GED program is one of many programs at the city-supported advancement center that are meant to help Savannah residents find employment. Still, Savannah's high poverty level persists. The percentage of Savannah's population living below the poverty level was almost 27 percent in 2015 — up from almost 22 percent in 2000, according to the US Census Bureau's American Community Survey. The increase occurred as the city invested \$2.7 million in general funds in anti-poverty programs between 2011 and 2016, including \$642,600 to support the advancement center, according to a recent report presented by city staffers. During that time, another \$1.1 million was spent supporting Step Up Savannah's job training and anti-poverty initiatives, and \$981,304 went toward various social service agencies.

About a million dollars in federal funds supported the advancement center and social services offered by America's Second Harvest of Coastal Georgia, Union Mission and Lutheran Services of Coastal Georgia. Taffanye Young, Community and Economic Development Bureau chief, recently attributed the increased poverty rate to the recession when she presented the report to the Savannah City Council during an economic mobility workshop. "You had a lot of jobs that were lost," Young said. "A lot of people with higher incomes and higher skills ended up taking some of the lower skilled jobs." And job training is no "magic bullet" when residents have child care, transportation, substance abuse and criminal background issues to deal with, Young said. Only 17 percent of the 507 individuals who received job training through the city-funded programs since 2011 ended up becoming employed, according to the staff report. Those type of results are not satisfactory, City Manager **Rob Hernandez** told the council. "We may have to do something entirely different with some of these populations that have drastic barriers," **Hernandez** said.

Hospitality programs

Other programs have fared better, however. The US Department of Labor's Workforce Innovation and Opportunity Act only employed 34 percent of the 1,256 Chatham County participants since 2011, although many of those participants are still engaged in the program, according to the staff report. And since 2014, 316 adults received job training through the Step Up's Chatham Apprentice Program, with 59 percent becoming employed. Another 159 jobs have been created or retained since 2011 for low- to moderate-income residents through a city-supported loan program administered by the Small Business Assistance Corporation. Goodwill of Southeast Georgia is helping residents find work with the launch this year of a hospitality training program at the advancement center. Rashena Platt, one of the six-week program's

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

participants, said that after three months of being unemployed, the program helped “get her foot in the door” and find a job as a housekeeper.

Whether hospitality-based jobs will help Savannah reduce the poverty rate has been a matter of local debate. The growing number of hotels has drawn some criticism from residents, who are concerned about the city becoming too dependent on what they contend are low paying jobs. But Borish Jenkins, a Goodwill Career Center assistant who conducts the training course, said the hospitality industry does offer opportunities for advancement and better pay. Hotel employees, for instance, can start as a housekeeper, go to front desk, then become a supervisor and from supervisor become a general manager, said Jenkins, a former hotel employee himself. “I know it can be lucrative,” he said. And some hotels, such as developer Richard Kessler’s Plant Riverside \$270 million hotel project being built along West River Street, are going to be offering higher pay, Jenkins said.

The Plant Riverside project is located in a state opportunity zone, which makes Kessler eligible for job tax credits for providing employment in an impoverished area. The hotel is supposed to create 700 full-time permanent positions with benefits, including health insurance, and Kessler is required to pay at least \$10.25 as part of the tax credit agreement, but he has said beginning wages could reach as high as \$15 an hour . As for Platt’s plans, she said she plans on working her way up to be a manager. “You always have an opportunity for advancement,” she said. “So just take your time and move up.”

‘Outside the box’

City staffers said that they plan on improving coordination among service providers, identify new revenue sources, aggressively promote programs, and think “outside the box” to reduce the poverty rate and provide more employment opportunities. Young said that the city may want to try to re-implement a partnership with a local church that had retirees provide training, such as brick laying, for residents seeking job skills. Staff is also working on a proposal that will hopefully address some of the hard to hire issues with respect to city contracts and city employment, **Hernandez** said.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

<https://www.wsav.com/news/savannahs-city-manager-on-his-first-3-weeks/>

Nov 9, 2016

Savannah's City Manager on His First 3 Weeks

by: Andrew Davis

He was the choice of the council to lead the city of Savannah. In just three weeks on the job, City Manager **Rob Hernandez** has already been through a hurricane and multiple murders. But what does Savannah's City Manager think the next three weeks, months, even years may hold. "Making decisions without having all the appropriate facts or knowing all the different facets of the community that could be dangerous," said **Hernandez**. That's why **Rob Hernandez** says he is in "listen, learn and observe" mode. Observing the community he now helps shape.

Shaping with a community and a staff he has already seen deal with a hurricane, and thrive under pressure. "The reverse would be that i'm here 6 months or a year and we would have a crisis and what would be going through my mind would be, well i don't know who I would rely on, I don't know how this team is going to perform, I now know that," explained the City Manager. He also knows is that crime in Savannah is a problem. "The community is very concerned about it, the community expects us to take proactive measures and we have," said **Hernandez**.

But the same community also may be too focused on each and every criminal act. "When we have an instance of crime that happens here it's unfortunate," explains **Hernandez**. "But it stands out more i think in the community mindset because it's out there its closer to them it gets publicized more in the city of Savannah." But he is not ready to rubber stamp the high cost of putting more officers on the streets. Stressing Fiscal responsibility, he hopes to find "progressive" ways to get police what they want in 2017. "My job is to balance all the competing needs in the community and to try to make a fiscally sound and operationally sound recommendation to the nine that eventually have to make the decisions," explained the City Manager.

The decisions about growth of our city is foremost on **Hernandez's** mind. "We can't afford to be as methodical as we have been in the past again because the world is moving at a breakneck speed, and we have to keep up with the world," said **Hernandez**. "Are we behind?" "I'm not saying we are behind. But we have to pick up the pace." Pace of life, and pace of drawing businesses to Savannah. "Make sure they know Savannah more than just a great place to visit. A great place to relocate your business," said **Hernandez**. "Oh and by the way they have a really great local government as well."

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Sun Sentinel
SEP 21, 2016

Deputy Broward administrator leaving for Savannah

By Brittany Wallman

The No. 2 official in Broward County government has resigned, after accepting a job in Georgia. Roberto "Rob" **Hernandez**, deputy county administrator, said in a letter to County Administrator Bertha Henry earlier this month that it was with "great sorrow" he submits his resignation.

Hernandez was responsible for a large portion of county government, and also brokered the deal with the Florida Panthers that increased the hockey club's public subsidy but helped ensure the team would stay. In a handwritten note on the resignation letter, he thanked Henry for mentoring him, and giving him "the tough tasks to take on, like the arena."

Besides the deputy position, Henry has two assistant county administrators, Monica Cepero and Alphonso Jefferson, and two assistants to the county administrator, Gretchen Cassini and Alan Cohen.

Hernandez has been the deputy in Coral Springs and in Atlanta's Fulton County. But he said his professional goal was to be in the top position. "I'm not getting any younger and the years are just flying by, so this was the right time and the right community," the 50-year-old **Hernandez** said in an email recently. "I did not want to take any city manager or county manager job just for the sake of it, unless the community was right. Savannah is a nice town with lots of positive attributes and challenges, too." **Hernandez's** resignation is effective Oct. 9.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

WTOC 11 (GA)
August 11, 2016

City of Savannah Names Roberto Hernandez as Sole Finalist for City Manager

Author: *Sean Evans*

The City of Savannah held a news conference on Thursday to discuss updates in the search for the new city manager. After a nationwide search, and in a unanimous consensus and recommendation, **Roberto Hernandez**, deputy county administrator of Broward County, Florida, has been named the sole finalist for the position of City Manager of Savannah. Choosing **Hernandez** was a unanimous decision by city council members, and **Hernandez** has accepted the offer pending contractual negotiations according to Mayor Eddie DeLoach. DeLoach said **Hernandez's** hands-on approach, experience in government and energy are some of the qualities that separated him from the other candidates.

According to the Broward County Government website:

Hernandez is an ICMA-Credentialed Manager with more than twenty years of progressive and responsible local government management experience. He re-joined Broward County in July 2013 as Deputy County Administrator. Previously, he served as Deputy City Manager for the City of Coral Springs overseeing various city functions as well as the city's community redevelopment agency. Prior to Coral Springs, he served as Deputy County Manager for Fulton County, Ga., where he oversaw public safety agencies, unincorporated area services, the Office of the Child Attorney, offender reentry program, and coordinated with the County's constitutional and judicial agencies. He previously served Broward County in a variety of capacities from 1994 through 2008, including serving as an Assistant to the County Administrator from November 2003 to June 2008. **Rob** retired from the U.S. Army Reserves in 2008 after a 23-year career, most recently serving as a senior instructor in civil-military operations.

Hernandez was a finalist for two other jobs previously. He was a finalist for the El Paso County, TX County Administrator position earlier this year, and was a finalist for the Delray Beach City Manager position in 2014. **Hernandez** talked about the advantages the region presents, with the ports, travel opportunities with Savannah-Hilton Head International Airport and the proximity to the beach and overall rich history, as well as the military presence. "I was very impressed by the passion from the city council in terms of what they see happening in the city over time, and their strong dedication to the community. That really, that really sold me," said **Hernandez**. While in Fulton County, **Hernandez** oversaw multiple departments including police, fire and rescue and also served as the county manager's liaison with judicial agencies.

Mayor DeLoach says he believes **Hernandez** could come in and start working right away with the police department and judicial services in Savannah to address crime. Alderwoman Carol Bell says she was impressed with how much **Mr. Hernandez** knew about the city and its operations already. So WTOC asked the front-runner what he's observed so far and hopes to achieve as the next city manager. "The need for continued re-investment in certain communities, a progressive strategy for bringing new investment for the community, for growing jobs. For

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

fixing and updating the condition of the infrastructure. Those are the things that everybody goes through, it's very common. But that's certainly something that I'm going to have to tackle once I get there," said **Hernandez**. Savannah City Council members met on Wednesday to hear from the search committee about where they are on the final candidates up for the position. The council and search committee then met behind closed doors in an executive session.

Current City Manager Stephanie Cutter announced her retirement at the beginning of the year, setting into motion a nationwide search for her replacement. So, what exactly was the city looking for when they put out the posting for a new city manager? It's an important question given that at least the last two city managers were not what the respective city councils eventually wanted in the role. First of all, for those who forgot or perhaps never knew, ours is a Council/City manager form of government. Meaning while the council appoints a city manager, the city manager runs the city and some might argue, the city council itself.

First and foremost council was looking for a person who had worked with and understood the challenges of a diverse community, not just racially but economically. Someone who could bring new ideas for breaking the cycle of poverty among those living in certain neglected parts of Savannah. And, of course, someone who bring new ideas to the table when it comes to fighting violent crime, in particular, gun violence. Here's an interesting role they want this person to fill: possible ax-man. Council, at least the newest members, want this new city manager to review city government top to bottom and start cutting if Savannah's City Hall has gotten too big, and taxpayers are paying too much for something that could be done with fewer people and resources.

For filling this role, our new city manager will receive the city's benefits package and a salary between \$210,000 and \$300,000. That's yet to be negotiated if **Roberto Hernandez** is our man. We mention briefly where this candidate has been and what positions he's held in the past. You may be thinking of all his deputy roles that this guy has always been the groomsman and never the groom. And **Hernandez** anticipated that issue in his actual resume' saying, "...I've resisted the temptation to 'chase' city manager positions solely for the sake of becoming a city manager at any cost. Instead, I've judiciously and patiently served in deputy roles in great organizations and exceptional communities."

Hernandez considers himself a pretty simply, straight-forward guy. He says his management style is fluid. It adapts to the specific situation. Not that we're looking yet, but **Hernandez** will tell you he is clean. This is what he told recruiters before tossing his hat in the ring: "...There is 'no dirt' on me. I live a clean, simple life, prefer to tell things as I see it, and sleep well at night." We will continue to follow those negotiations and let you know exactly what the city decides when it comes to salary, contract length, start time and other allowances.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Tribune Content Agency News Service (USA)
May 20, 2016

Is Broward ready for a hurricane hit? Drill shows how rescue would work

Author: *David Fleshler*

May 20--After raking the Florida Keys and Miami-Dade County, Hurricane Kimo reached Miramar as a lethal Category 3 storm, with sustained winds of 129 mph, and tore a diagonal corridor to Deerfield Beach. The slow-moving storm bore into the county for seven hours. A tornado struck Pembroke Pines, Cooper City, Davie and Fort Lauderdale. An eight-foot storm surge trapped people on barrier islands. With cell towers damaged, many smart phones became useless. This was the scenario Thursday as Broward County conducted a full-scale hurricane drill at the Emergency Operations Center in Plantation to prepare for the June 1 opening of hurricane season. About 300 people gathered on the operations center's vast open second floor to practice receiving calls for help, coordinating responses and dealing with the countless challenges of a natural disaster.

"We've got to get it right the first time," **Rob Hernandez**, deputy county administrator, told the group. "The public expects that we'll get it right the first time. We can't offer them excuses. There are no alibis, there are no mulligans." The scenario began seven hours after the all-clear, as the county lay damaged, darkened by power outages and full of a untold crises, with fatalities reported, residents trapped by floodwaters and many situations requiring immediate attention. Like much of contemporary life, the response to the crisis would be coordinated largely through a computer software program, in this case WebEOC 8.0, a crisis-management system developed by Intermedix Corp. of Fort Lauderdale.

As calls for help and reports of problems such as power outages came in, it was up to those in the room to route them to the right agency or issue the correct orders to deal with them. The group included representatives of law enforcement agencies, fire departments, the county government, Florida Power & Light Co., city governments, the Red Cross and many other organizations. A call to rescue four people trapped on a roof in Oakland Park was routed to the Broward Sheriff's Office, said Major Kevin Shults, who headed the Sheriff's Office group at the emergency operations center. But the law enforcement agency's helicopters didn't have the sort of basket-and-line system required for such an endeavor. They asked the Coast Guard to do it instead. A call for water came from Pompano Beach, where the storm damaged the treatment plant, reducing its output by half. Alan Garcia, director of the county's division of water and wastewater services, ordered emergency interconnects from a county water plant that would temporarily provide the city with sufficient water.

In the pressroom, public communications specialist Cindy Malin scrawled occasional updates on a white board: "Flooding and tornado damage throughout county. Exact location TBD." "Drones being used to assess damage." As the various reports, crises and calls for help came in, evaluators in green vests observed the work in each area. They will prepare written reports. The Red Cross, which operates shelters, faced a crisis when 2,500 people showed up at a Coconut Creek shelter that was already full. The issue was "escalated" to a high-ranking group of

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

decision-makers, who authorized the opening of an additional shelter. "The exercise is to test our abilities to collaborate, communicate and respond," said Roberto Baltodano, the Red Cross' regional communications manager. "These are things that could happen during a real hurricane. We've had these hurricane scenarios." The county has not seen a direct hit from a hurricane since Wilma in 2005. "It's been 11 years since we had one," County Mayor Marty Kiar said to the group before the drill began. "Hopefully this will be another year that we're hurricane-free. But eventually we're going to get hit."

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

South Florida Sun Sentinel (FL)
Dec 8, 2015

Deal helps Panthers, helps Broward more

The Broward County Commission should approve a new agreement today with the Florida Panthers because the deal would better protect the public's investment in the BB&T Center. One can argue persuasively the county was wrong to make that investment of tourist tax revenue 20 years ago, when the Panthers wanted out of the old Miami Arena. A National Hockey League team draws fewer tourists than Broward's beaches and the convention center. The county, however, can't back out of that commitment. With that in mind, county administrators make their more persuasive case for the front-loaded \$86 million deal that would run through 2028.

One argument against the deal is the public shouldn't subsidize the rich owners of the Panthers. Deputy County Administrator **Roberto Hernandez** responds that the money -- none of it property tax revenue -- would go toward the arena, not the Panthers. The team owners also run the company that manages the BB&T Center. They would have to spend the \$86 million on improving, operating and promoting the arena, of which the team is the main tenant. The county would have to sign off on the improvements. The team also would continue to pay \$5.3 million per year toward the arena's debt, which will be paid off in 2028. So the county's investment would go to the county's facility.

The other main argument against the deal is the county should spend the money on projects that better play to Broward's tourism strengths -- such as beaches. Two other key priorities are an expanded convention center and a convention center hotel. The arena is far from the county's major tourism hubs. **Hernandez** acknowledged, "We are very sensitive to that." He believes, however, the county can "meet all of our obligations" regarding tourism promotion, especially beach renourishment. County officials, **Hernandez** said, routinely have made conservative estimates of 3 percent for increases in tourist tax revenue. In fact, annual increases have been more like 5 percent.

The county has put much of that balance in reserve, **Hernandez** said. A recent study of the tourist tax questioned the amount of money held in reserve. Doing so, **Hernandez** said, means the county can use that money for one-time projects like beach renourishment and still pay the recurring expenses of the Panthers deal. Part of this story is the coming debate over raising the tourist tax from 5 percent to 6 percent, even though none of that potential revenue is part of the Panthers deal. It is generally agreed money from the sixth cent would go toward convention center expansion.

Hernandez said the county is waiting for bids on the expansion. When administrators have an idea of the cost, the county will start discussions on raising the tax. Miami-Dade and Palm Beach counties have raised their tourist taxes to 6 percent. +The deal would cut the county in for a share of profits if the money-losing Panthers became big winners on the ice and financially. The arena would have a better chance of getting an all-star game, and the team would continue to help youth hockey in Broward. All are nice points, but the focus of the deal, correctly, would remain

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

on the BB&T Center. The healthier it is, the better for the county. Losing the Panthers would mean losing 40 dates, and the BB&T Center has lots of regional competitors. So the arena is healthier with the Panthers, and with the team having a better chance to succeed.

Having studied the financials, **Hernandez** said, "We came to the conclusion that it would cost the county almost as much if the team stayed as if the team left. It's almost an economic wash. So if we would pay with or without them, it's better to have them." The deal would allow the Panthers to leave after eight years, but the team would have to repay the \$72 million in tourist tax revenue it had received. If the team left after eight years, the county would have enough money to repay the arena debt. As long as the Panthers stay, **Hernandez** said, "We transfer a lot of the responsibility to the team." The county also would get development rights to land around the arena. One other point in the deal is worth noting. Two decades ago, the county committed to spending two cents of tourist tax revenue on the arena. The county hasn't met that obligation. Under the deal, **Hernandez** said, the Panthers would drop all claims to any unspent money. There might be emotional reasons to reject the Panthers deal. There are better business reasons to approve it.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Capital Gazette (PA)
March 3, 2015

Broward Commission Brainstorms Ways to Help Struggling Center Pocket of County

Author: *Brittany Wallman*

In the heart of Broward County is a zone of economic depression that even the most dramatic real estate boom didn't lift out of poverty. The unincorporated neighborhoods in the 33311 zip code — roughly between Interstate 95 and U.S. 441, north of Broward Boulevard — were left behind by the cities around them. No city will take them. County commissioners are their only local government. Commissioners met Tuesday to talk about the central county community — four mostly African-American neighborhoods of about 7,000 people — and agree on a host of small efforts to help. Only \$4.8 million is allotted for economic development there — a sliver of the county's overall \$4.1 billion budget. County Commissioner Dale Holness, the area's only direct local representative, said it's the first economic development money the county has spent there since the 1980s. About \$30 million has been spent on improvements of roadways, bus shelters, drainage and the like. The moves commissioners endorsed Tuesday are hardly dramatic: Relocating a Boys and Girls Club to Delevoe Park, continuing building homes on 144 lots the county owns, working with small businesses to improve properties by offering loans or grants, giving a makeover to some of the roadways, improving parks, and banking land for future redevelopment. No one promised an immediate turnaround. "It doesn't happen overnight," county Economic Development Director Sandy-Michael McDonald warned. But county leaders said they support a renewed focus. "I'm glad to see we're moving forward with some planning," Holness said, "because the community desperately needs it." While the rest of Broward enjoys a rebound from the Great Recession, with three years now of positive economic growth, the central county zone remains stagnant. "These communities look to us to guide them along the way to economic prosperity in their neighborhoods," Deputy County Administrator **Rob Hernandez** said.

Joblessness is down to about 5 percent countywide. But in Central Broward, it ranges from 21 percent in Boulevard Gardens, to 22 percent in Roosevelt Gardens, to 32 percent in Washington Park, to an astounding 44 percent in Franklin Park. Holness said many residents there lack transportation and job skills, and some have criminal backgrounds — all obstacles to employment. Countywide, the median household income is \$51,251. In the central county area, it's significantly lower, at \$33,432, Assistant County Administrator Alphonso Jefferson said. Crime is down there, county officials said. Still, the number of rapes, burglaries, car thefts and assaults are relatively high in such a small area, county leaders said, and residents complain they regularly witness drug deals and prostitution, as well as assaults. Broward County Administrator Bertha Henry said she would begin implementing the economic development ideas discussed Tuesday. McDonald said he hoped to leverage the money to spark private investment from business owners. Each project will return to a County Commission agenda for approvals. Across downtown, at the Fort Lauderdale City Commission, Commissioner Robert McKinzie asked that the city take another look at annexing the unincorporated areas. The city will move in that direction.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Broward New Times (FL)
March 18, 2014

Florida Panthers Asking for Public Money, but Proposal Seems to Benefit Only the Team

Author: *Chris Joseph*

Looks like the Florida Panthers' latest proposal to Broward County has altered language that would basically screw over the county while they make the big dough, according to a rundown of the proposal by the Sun Sentinel. The first proposal the Panthers made at the beginning of the year had asked the county for something around \$70 million, claiming that they had been losing \$20 million and that they need public funds to keep from being dissolved from the NHL. This latest proposal asks for \$80 million or more. The Panthers also want to develop 22 acres north of the BB&T Center for a casino-hotel that the county is also supposed to pay for. The Panthers turned over the 57-page proposal to Broward County commissioners and, according to the Sentinel's findings, it boils down to more money for the team while the county gets the shaft. Those wishes are not far off from when the team asked for county money originally back in January. The team's original proposal included taking \$4.5 million of its annual payment off the books and having it picked up by Broward County. The team also asked the county to contribute \$500,000 a year toward maintenance.

The latest proposal says the Panthers need a hotel-tax subsidy package worth \$80 million over the next 14 years to keep them from losing money. But the overall deal would seem to benefit only the Panthers. "As currently written in their proposal," Deputy County Administrator **Rob Hernandez** told the Sun-Sentinel, "it would definitely have an impact on our ability to share in any of the profits." County officials say they won't support the proposal without a better return for Broward's taxpayers. Back in September, the Panthers were bought for \$240 million by Cliff Viner and Sunrise Sports & Entertainment to a group led by New York businessman Vincent Viola. The Panthers have had an operating loss of \$12 million for the 2011-12 season and were worth \$170 million, according to Forbes. As for Panther and hockey fans' reaction to this, they took to Twitter with the usual vitriol.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

US Fed News (USA)
August 11, 2013

Broward County Names New Deputy County Administrator

Author: *Staff*

Broward County has issued the following news release:

Broward County Administrator Bertha Henry has announced the appointment of **Roberto "Rob" Hernandez** as the new Deputy County Administrator. **Hernandez** is an experienced public servant who served as deputy county manager for Fulton County, Georgia, and most recently as deputy city manager for Coral Springs in Broward County. He is returning to County Government, where he first began serving the County in 1994 and most recently served as an assistant to the county administrator from 2003 to 2008. As deputy county administrator, **Hernandez** will assist the administrator in managing the day-to-day operations of the County, and oversee the activities of several large departments, including Public Works, Human Services and Environmental Protection and Growth Management, as well as the Parks and Recreation, Libraries and Cultural divisions. Also reporting to **Hernandez** will be the Office of Economic and Small Business Development, Office of Public Communications, Office of Intergovernmental Affairs and Professional Standards, and the Office of the Medical Examiner and Trauma Services.

Henry said, "We are excited to have **Rob** back with Broward County. He has dedicated much of his professional life to public service and has a keen understanding of how county government programs and services help meet the needs of our residents, businesses and visitors. He will be a valuable asset to the County and the community." **Hernandez** has a bachelor's degree in public administration from Florida International University, and a master's degree in public administration from Nova Southeastern University. He is a graduate of the Broward Fire Academy and the U.S. Army John F. Kennedy Special Warfare Center and School. He retired from the U.S. Army Reserves in 2008 after a 23-year career, most recently serving as a senior instructor in civil-military operations.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

McClatchy-Tribune Regional News (USA)
February 6, 2013

Brief: Coral Springs Offers Incentive to Company

Author: *Lisa J. Huriash*

Taxpayers will be handing over cash to a new business considering coming to town, although they don't know yet who is getting the check. City officials said the business, described as a "pharmaceutical manufacturing, research and development" company, is a coup for the city. The company is expected to bring 108 jobs and a new source of tax revenue to the city.

Dubbed "Project Rock Solid," the business will receive \$540,000 in state, county and city money in incentives through the state's qualified target industry tax refund program. In addition to the city's portion of \$54,000, city commissioners agreed Tuesday to allow \$825,000 in credits that would normally be paid for fees such as building permits.

"The bottom line is if we don't offer incentives, somebody else will," said **Rob Hernandez**, deputy city manager. "It's the cost of doing business." The company is allowed by state law to remain unknown to the public while it's in this process of receiving incentive money. **Hernandez** said the company asked to remain anonymous for competitive reasons.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

McClatchy-Tribune Regional News (USA)
December 13, 2012

Coral Springs to Consider building New City Hall

Author: *Lisa J. Huriash*

City commissioners said Tuesday they were open to the idea of spending millions of dollars to construct a brand new City Hall. "To me, the short answer is yes," said Commissioner Claudette Bruck. "We should proceed and we should proceed now." City leaders must now decide if they really want the new building, where it will go and how to pay for the estimated \$25 million cost. It will eventually be a "financial decision," said Vice Mayor Tom Powers. "There's way too many questions." For about a year, former Mayor Roy Gold had proposed closing both City Hall buildings on the north and south sides of Sample Road to construct one large facility.

But while some commissioners had previously said the project could become unwieldy and too expensive and they doubted there would be public support, the majority now seem open to at least further discussion. Deputy City Manager **Rob Hernandez** said the 45-year-old building was "outdated and functionally obsolete." "You can go anywhere and hear conversations in the next office," he said. And, the current building is "not a source of civic pride." "That's depressing," Bruck said. **Hernandez** also said the current building is expensive to keep up, with \$1 million alone needed to retrofit the building to accommodate a new telephone system.

"If we're pouring money into a facility that is no longer worth pouring money into," the commission should consider a new building, said Commissioner Dan Daley. City Manager Erdal Donmez said the city staff will come back with "more refined numbers" in late January with the projected costs to build a new City Hall at various spots, which include the current location, Mullins Park, and the area envisioned to be built as a downtown.

Several South Florida cities have recently built new City Hall complexes. Doral earlier this year spent \$22 million on its new building and Wellington built its new building last year for \$10.5 million. In Coral Springs, officials said municipal bonds would be the best way to cover the expense Commissioner Larry Vignola said he has always opposed the plan and still does. "Is it a top priority to spend more than \$20 million on? Not in my opinion, and not in the opinion of the majority of our residents. I don't why we're still talking about this. I don't think now is the time for a project like that."

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

South Florida Sun Sentinel (FL)
November 24, 2011

Springs Gets New Deputy City Manager

Author: *Arun Sivasankaran*

Roberto Hernandez, who has over 20 years of progressive and responsible local government management experience, has been appointed Coral Springs Deputy City Manager. "I look forward to leveraging **Rob's** operational expertise to continue delivering exceptional services to our community with the best possible level of service," City Manager Erdal Donmez said. Prior to joining Coral Springs, **Hernandez** was the Deputy County Manager for Fulton County since 2008. **Hernandez** also served as an Assistant to the County Administrator for Broward County. Before that, **Hernandez** served in a number of key roles with local government.

His professional experience includes key positions in public safety, housing and community development, and social services. In addition, his military service includes more than 23 years in the U.S. Army Reserves. He has held several leadership positions and has served on Active Duty in support of several military operations. **Hernandez** holds a Master of Public Administration degree from Nova Southeastern University and a Bachelor of Public Administration from Florida International University. **Hernandez** also obtained his certification in firefighting from the Broward Fire Academy.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

The Atlanta Journal-Constitution (GA)
May 25, 2011

Illegal Dumping
Putting the Brakes on Tire Dumping
It's no Easy Task as Illegal Activity Stealthily Spreads Across State
Author: *Ernie Suggs*

Over 10 days last fall, someone made three trips to the Arts Exchange and dumped more than 1,000 old, dirty tires onto the property. The location was ideal. Easy access off I-20 in southeast Atlanta. A dead-end road. A wide-open space. Across Georgia, there are hundreds of examples of illegal tire dumping such as this, on public and private lands, creating a problem that is as much health hazard as it is eyesore. Of 10 million scrap tires generated in the state annually, an estimated 1.5 million are discarded illegally, the Georgia Environmental Protection Division said. And Atlanta finds itself at the center of this rubberized abandonment, with its city council compelled this week to form a separate tire commission to combat the violators. The city annually deals with 450,000 scrap tires, nearly 70,000 of them dumped illegally, said Winthrop Brown, Georgia EPD program manager.

Not surprisingly, money is at the heart of this problem: Tire salvagers get paid to collect tires but many of them won't pay for recycling. So they dump the tires. Everywhere they can. "It is a very significant problem in the state, because of the expense and because these tires are breeding spots for mosquitoes and vectors," said Brown, noting that Newton County last year collected 67,000 dumped tires. "Dumping is bad in metro Atlanta because of the population, but dumping is increasing in rural areas because of the distance they have to travel to get rid of tires."

As part of his job, the EPD's Brown regulates how tires are disposed from car dealerships and tire shops, among others. Businesses must pay for a carrier to pick up truckloads of old tires. Otherwise, there is little concentrated enforcement. Tire dumping is a felony, but there are just five criminal cases currently pursued by the state, though several people previously have served prison time for this offense, Brown said. "If nobody calls it in, we have a hard time prosecuting," Brown said, adding there are only a few local jurisdictions, such as Columbus and Macon, that have their own laws on the books, though state regulations exist. In April, Atlanta Councilwoman Joyce Sheperd, who pushed for the tire commission, led a clean-up in District 12 in which 2,000 tossed tires were collected. In southeast Atlanta, she has overseen the retrieval of 4,711 tires this year, and more than 10,000 over the past five years.

Fulton County Deputy Manager **Rob Hernandez** said south Fulton has the same problem as Atlanta with illegal tire dumping and no ready solution. The county has considered putting a deposit price on used tires, similar to glass bottles, to encourage residents to take them to a landfill. "It's difficult to prosecute offenders unless they're caught in the act," **Hernandez** said, "and Fulton lacks the staff to try to trace tires back to suppliers and find out who they were sold to." Last summer, the Fulton County health department spent \$23,000 on a tire drive that netted 2,100 tires. The public works department pays \$50,000 per year to dispose of old tires. "This has been a real problem for us," said Cheryl Odeleye of the Arts Exchange, surveying the endless

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

and unwanted black mountain left near the center. "It is a health hazard. And it is a morale downer for someone to come in and be so disrespectful to us."

Piles of old tires don't necessarily present toxic health issues, rather they serve as nesting places for rats, snakes and mosquitoes, little consolation to those left with this mess. Across metro Atlanta, jurisdictions vary in how to deal with dump sites. DeKalb County officials said they defer to state law in dealing with tire dumping. In Clayton County, illegal dumping can land someone in jail for six months. Cobb County claimed it hasn't had much of an issue with discarded tires, outside of a few isolated incidents. "What a lot of people don't understand is that there are a lot of expenses involved in tire disposal," Dewey Grantham of Liberty Tire Recycling said.

If operating lawfully, a carrier takes used tires to a recycler, where in Georgia there is a 90 percent chance these tires will be converted to fuel. A carrier typically charges \$2 per tire, but has to pay the recycler \$1 for each, cutting into the profit. An illegal carrier might charge \$1.50 per tire on pick-ups, bypass the recycler and leave the tires at an isolated place like the Arts Exchange. There also have been cases in which people have rented trucks and abandoned them filled with old tires. Bolder criminals have stocked empty warehouses with worn tires. The state lacks funding to properly monitor tire disposal. For every new tire larger than 12 inches and sold in Georgia, a consumer pays a \$1 fee, which was supposed to go to a solid waste fund. Yet for two years, state lawmakers have diverted the funds elsewhere, covering other needs. Limited state spending also has resulted in fewer inspectors, making it harder to monitor and clean up tire dump sites.

The Arts Exchange, even with more than 1,000 tires, had what was considered a small clean-up. Liberty Tire Recycling volunteered to remove the tires, employing four workers. The tires were loaded in less than two hours. Grantham said his company processes 25,000 tires daily. "What is unfortunate is that illegal tire dumping gives tire recycling a bad name," Grantham said.

Tire disposal

Number of scrap tires generated in Georgia annually: 10 million

Number of those that are disposed of illegally: 1.5 million

Fulton public works department's expense each year for tire disposal: \$50,000

State fee charged on each new tire larger than 12 inches that is supposed to fund a solid waste fund, but has been diverted for the past two years for other purposes: \$1

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

The Atlanta Journal-Constitution (GA)
May 16, 2011

Your Tax Dollars
Grumbling Greet Amphitheater
Supporters See Boon for South Fulton; Opponents Question Use of Funds
Author: *Johnny Edwards*

South Fulton has a lot to brag about these days. After last week's announcement that Porsche would leave Sandy Springs to build its North American headquarters near Hapeville, Fulton County officials will open the new 5,200-seat Wolf Creek Amphitheater. Supporters are counting on the venue becoming another Chastain Park, a regional draw where picnicking music fans take in classy, intimate concerts. Fulton County Commissioner William "Bill" Edwards, who has championed the \$6.1 million project for the past decade, predicts it will draw the spending power of concertgoers from throughout the metro area to nearby stores and restaurants, bolstering a local economy hit hard by the recession.

But the amphitheater is a sore subject for north Fulton residents who say it's another case of the county government using their tax money for projects that don't benefit them. State Rep. Lynne Riley, R-Johns Creek, who opposed the amphitheater when she was a Fulton commissioner, said the \$6.1 million shouldn't have come from the county's general fund. "Every citizen of Fulton County, regardless of where they live, top to bottom, is underwriting the cost of operating that facility," she said, "whether it's a gain or a loss."

Edwards said south Fulton residents pay county taxes, too. "South Fulton needs to be able to live, work and play right where they are," he said. Business owners between the amphitheater, which is off Camp Creek Parkway, and I-285 expect a boost. Anwar Noorali, owner of Camp Creek World of Beverage, predicts a 15 percent to 20 percent increase in business on concert days from wine shoppers. "Any economic activity, and concerts that bring in a lot of people, will definitely be good for the local economy," Noorali said.

But some point to the location -- in the flight path of the world's busiest airport -- as an issue. Michael Fitzgerald, a Johns Creek resident and member of the Milton County Legislative Advisory Committee, said he can't fathom making a 45-mile drive to attend a show there, not with the constant roar of jet planes overhead. "One of the problems with Fulton County is it's too big, and that's a long way," he said.

The Wolf Creek Amphitheater has stirred tensions along the way. When the construction contract was approved in 2008, Riley and Commissioner Tom Lowe were outvoted 4-2. Riley contended that figures from a 2005 feasibility study -- which predicted the amphitheater would be profitable after three years -- needed to be updated. Edwards fired back that she and Lowe were trying to sabotage a revenue-generating project that south Fulton wanted. Edwards also brought up that the county spent \$1 million on Alpharetta's Verizon Wireless Amphitheatre, which was privately built. The county's contribution came through a trade-off for north Fulton not having garbage service at the time. Gary Bongiovanni, editor-in-chief of Pollstar Magazine,

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

said a 5,200-seat venue will have a tough time up against the 6,500-seat Chastain Park in Buckhead, the 12,000-seat Verizon amphitheater, and the 19,000-seat Aaron's Amphitheatre at Lakewood in southeast Atlanta. The proximity to Hartsfield-Jackson International Airport won't help, Bongiovanni said. "Especially if you're talking about doing any acoustic acts," he said.

Fulton County Arts Council interim Director Michael Simanga, whose department will run the amphitheater, said he isn't worried about planes. Before construction began, the county held free concerts at the site, including Atlanta Symphony Orchestra performances. "You can't really hear it, once the music is playing," Simanga said. Grammy-winning soul/R&B singer India Arie will perform a free concert June 4 for the grand opening. No shows have been booked after that, he said, though he's in negotiations for some. Riley questions whether Wolf Creek will cover its operating costs.

The county doesn't have a detailed operating budget yet. Deputy County Manager **Rob Hernandez** said planners didn't expect the facility to be finished this soon, so the upcoming concert season will be something of a trial run, with 10 shows at the most. The plan is to recoup costs through concert bookings, and the County Commission has approved a fee schedule. Expenses should be limited to electricity, water, janitorial maintenance and groundskeeping, like any public park, **Hernandez** said.

Wolf Creek was the shooting venue for the 1996 Olympics, and it currently houses a police training center. A new library is in the works, and other plans include a sports complex, walking trails, horse trails, and an arts, cultural and events center, which also could generate revenue through bookings, Edwards said. Alre Alston, owner of the Ultimate Bar and Grille in Camp Creek Pointe shopping center, expects the amphitheater to bring him customers before and after shows. "I think it will be a good thing, as long as they bring in the quality clientele, not the rough clientele," he said.

Edwards said the county won't allow hard-core rap acts. He's looking for shows that appeal to south Fulton residents, citing performers that played free concerts -- R&B groups such as the Manhattans, the Spinners, the Dells and the O'Jays. However, he said, north Fulton residents are welcome to book shows, too. The amphitheater also can be used for church functions and graduations. On a recent visit, Edwards showed off the massive stage, the pristine dressing rooms for stars and the 4 feet of legroom between the rows of seats. He said he has no doubt the project will pay for itself. "It isn't about being sustaining," Edwards said. "Let me tell you what we want to pay: lights and water. This is for the people, for people to come out here and have a good time."

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

The Atlanta Journal-Constitution (GA)
January 22, 2011

Fulton Hikes Club Fees Despite Suit
Judge Declared Adult Ordinance Invalid after Free Speech Dispute
Strip Joints' Attorneys Debating Next Step

Author: *Johnny Edwards*

Fulton County will raise fees on strip clubs by hundreds of dollars this year and double them for nude dancers, even though the county remains locked in litigation over the fees after a federal judge recently declared the adult entertainment ordinance unconstitutional. With no discussion, the commission voted 5-1 this week to raise a list of fees on businesses and residents in unincorporated south Fulton expected to generate an extra \$303,601 per year. Amid new and increased rates for false alarms, fire safety inspections, escort services and door-to-door salesmen were several license and permit hikes on the county's three nude bars off Fulton Industrial Boulevard.

Attorneys for the clubs say they are considering what to do: whether to seek an injunction or pay the fees and hope to recoup them as damages. "I don't know what right they have to increase them when the case is still being litigated," said Jim Cline, who represents Riley's Showbar. "I guess they can do whatever they want. I guess we can argue about it when we get to the end."

Rob Hernandez, the deputy county manager for the South Fulton Special Services District, said the county attorney advised officials that since the lawsuit is still pending, Fulton is justified in raising the fees. If a club refuses to pay, it could have its license revoked and would face closure, he said. "There was an injunction ordered on certain aspects of the ordinance, but not all aspects of the ordinance," **Hernandez** said.

County Attorney R. David Ware did not return messages from The Atlanta Journal-Constitution inquiring about the issue. The judge's ruling arose from a First Amendment lawsuit filed by a group of clubs in 2001 that challenged the county's revved-up regulation of nude dancing as a prior restraint on free speech, part of a larger battle being waged throughout metro in both state and federal courts. The clubs won the 2001 case in U.S. District Court. It was reversed on appeal, and then it was sent back to District Court. In November 2010, Senior U.S. District Judge Robert Vining ruled that the code illegally put the clubs through a bureaucratic wringer, making them wait indefinitely for approval from police, fire and building departments. While Vining withheld judgment on whether the fees were too high, he did say that if sections of the ordinance don't hold up, none of it can stand. "Judge Vining has said that we don't have an ordinance," Cline said. "Unless they appeal, then there's no ordinance unless they go back and pass one."

But starting Feb. 1, the county will raise the cost of an adult entertainment license from \$6,000 to \$6,400 and annual license renewal from \$4,000 to \$4,300. Employee permits will rise from \$300 to \$325, permit renewals from \$50 to \$100, employee background checks from \$50 to \$55 and fire inspections from \$30 to \$75. The increases are expected to generate an additional \$11,590 per year. Cary Wiggins, an attorney for Fannie's Cabaret, said that since nude dancing is protected speech, a county's licensing fees can be no more than the cost of regulation. He said

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

there is no evidence that nude bars cause any more problems for police than regular bars, and he doesn't see how Fulton can charge \$4,000 to renew a license, much less \$4,300. "I'm just unaware of any evidence justifying a rate hike," Wiggins said.

The third club off Fulton Industrial, Club Babe's, isn't taking part in the lawsuit. Managers at all three declined interview requests. Wiggins also represents two Sandy Springs clubs that, while no longer in unincorporated Fulton, are seeking back compensation from the period before Sandy Springs became a city. As with the state government and other local jurisdictions, the Fulton fee hikes are part of a strategy to make up for declining revenue without burdening property-tax payers. **Hernandez** said he is also trying to recover costs and adjust an array of charges, many of which haven't changed in five years, for inflation. North Fulton Commissioner Liz Hausmann cast the sole dissenting vote Wednesday. She told the AJC that she opposes raising any fees or taxes in this economy without reducing spending. She said she wasn't aware of the strip club issue.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

The Atlanta Journal-Constitution (GA)
May 17, 2010

County Targets Image Change
Campaign is to Clean up Fulton Industrial
Code Enforcers, Police Start out Cracking Down on Boulevard's Motels
Author: *Steve Visse*

Fulton County has an image problem with its huge warehouse district: Its legitimate economic opportunities sometimes have been overshadowed by its undesirable qualities. This has caused companies to bypass it and take their business across the Chattahoochee River to Cobb and Douglas counties, or get out of Fulton and relocate. "We have had tenants who have been there for years and years and who decided to move across the river," said Tom Flanigan, ING Clarion asset manager. "I don't think it was taxes." To attract new business and keep what it has, Fulton is pushing a campaign designed to clean up what it says is the 10 percent of Fulton Industrial Boulevard that gives the rest of it a bad name. For starters, code enforcers and police have targeted motels that allegedly were centers for sex and drug trades; three were closed for health and safety violations, and a fourth was sold to a new owner, who refurbished the property and secured a Days Inn franchise.

The new motel has posted rules in the lobby banning unregistered guests from rooms and requiring identification to reserve a room as a customer. "We got rid of a hub of criminal activity," said Tom Phillips, county code enforcement administrator. "You can walk in there now and say, 'I can stay here.' Two years ago you wouldn't have said that. You might not even have walked in there." At its last meeting, the County Commission banned truck drivers from parking their big rigs in vacant lots off the boulevard and using them as unofficial truck stops. "Truck stops, as you know, have a link to prostitution," Phillips said. Even strip clubs such as Fannies' Cabaret are seeking a more orderly boulevard. Fannies' is trying to distance itself from prostitution, specifically the hookers who regularly have solicited the club's clientele when arriving and leaving. The club hired security to run them off. "It didn't used to be this way 15 years ago," said Thomas Madden, Fannies' Cabaret general manager.

Police have cracked down, making 107 prostitution arrests in the past two years compared to 41 in the three previous years, according to county statistics. The county is committed to restoring a clean-cut image to the boulevard's seven-mile roadway that runs from Fulton County Airport at Charlie Brown Field to Campbellton Road in south Fulton, according to Deputy County Manager **Rob Hernandez**.

The area has 89 million square feet of warehouse and commercial space but a county study released in March showed that several buildings and warehouses, developed in the 1960s and 1970s, are practically unusable. Seven properties are listed on the Georgia Hazardous Site Inventory, including five for the presence of cancer-causing vinyl chloride. Noting its potential, the study described the boulevard as potentially one of the largest and most prestigious warehousing and transportation hubs east of the Mississippi River. "Today it may still be the largest, but it has lost much of its prestige," the report concluded. Last month, the county used

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

the area blight and vacant warehouses to have the district reclassified as an opportunity zone urban redevelopment area. That allows it to borrow \$26 million from a federal bond program and give employers a \$3,500 tax credit for each new job for 10 years. **Hernandez** said the county wants to use the bond money to install crime surveillance cameras in the area. A \$100,000 federal grant already was secured to increase police patrols and hire seven officers specific for south Fulton. "We're serious about this," **Hernandez** said. "We have put together everything we have available in our tool box to assist Fulton Industrial."

Satellite offices for county services and commissioners Emma Darnell and Bill Edwards have been set up to show the county is committed to improving the area. People have noticed. Companies recently either bought or leased separate industrial properties that cover a combined 260,000 square feet. With upgrades, the area should be able to sell itself. It is located in the center of a metro area that promotes itself as a national transportation hub. Fulton Industrial offers a regional airport and is close to Hartsfield-Jackson International Airport. I-20 is located nearby, as is the Norfolk Southern Intermodal container shipping yard in Austell, an industrial area crisscrossed by railroad tracks.

A next step would be to develop a Community Improvement District, which has happened elsewhere in Fulton and in Cobb, DeKalb and Gwinnett counties. CIDs require commercial property owners to tax themselves to pay for development plans, transportation alternatives and security. Boulevard activists so far have been unable to obtain 51 percent approval of the property owners to install a CID, which increases tax bills by 3 or 4 mills. Yet one man on board with this idea is Madden, the strip club manager, who recognizes that even the adult entertainment business needs better security. "We have to keep it clean here," he said.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

The Atlanta Journal-Constitution (GA)
October 9, 2008

Fulton Begins Taking Steps to Aid 911 Center

Author: *D. L. Bennett*

Fulton County has begun making changes that officials hope will improve a 911 center beset by chronic understaffing and dangerous operator errors. By filling 12 vacancies and promising reforms to reduce job-related stress, county officials say they should be able to boost both work quality and employee retention. "We are adamant when we say we are going to solve the problems in the center," said **Roberto Hernandez**, deputy county manager. "Once we know all the facts, we will address it immediately. We will fix it."

Problems at the center that takes emergency calls and dispatches aid were discovered in August when an operator mistakenly sent help to the wrong location for a Johns Creek woman who later died. An Atlanta Journal-Constitution investigation found more than 1,000 write-ups of employees during the past five years for everything from fighting, dispatching mistakes and chronic tardiness to falling asleep on the job. Current and former employees complained that understaffing leads to workers being routinely forced to work 12- and 16-hour days, straining family life and causing conflicts in the center, dispatching and call-taking errors. The inquiry found mistakes that endangered not only callers seeking help but the emergency crews sent to provide aid.

Fulton also has launched three of its own investigations -- one by an outside consultant reviewing center operations, another by police of the incident on Aug. 2 and a third by **Hernandez** and others looking at employee satisfaction issues. Rather than wait for those all to be complete, County Manager Zachary Williams has filled 12 of 33 openings for communications officers and supervisors by reassigning operators who previously provided service for the city of Milton under contract. Milton dispatching is now handled by Alpharetta.

"This definitely should add value and reduce stress on the staff," said Commissioner Lynne Riley, who represents the city of Johns Creek, where Darlene Dukes died Aug. 2. Fulton also has in process two classes of trainees who should be able to fill all the remaining spots, a move he hopes will cut down on stress at the center and reduce conflict and mistakes. Everyone should be on the job within six months, **Hernandez** said.

"We remain committed to excellence in all public safety services, and recognize that 911 operators are the first link in the chain of emergency response," said Williams. "These men and women save lives each day." The auditor's report is now due Nov. 10. The internal probe by police should wrap up this week. **Hernandez** said the committee's work on employee issues is ongoing and its plans address issues like child care for employees who work odd hours and stress management.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

The Atlanta Journal-Constitution (GA)
October 5, 2008

Not Enough Workers and a lot of Slack

Author: *Heather Vogell & D. L. Bennett*

A supervisor told 911 worker JoLynn Griffin she didn't have any days left for vacation. The Fulton County emergency center had barely enough workers to cover shifts. But Griffin went on a cruise anyway. She returned to find her job waiting, her personnel file shows, just as it had been when she'd missed work before. Chronic absenteeism and tardiness are among the center's most vexing problems, records and interviews suggest, accounting for roughly a quarter of all personnel infractions and aggravating a staffing shortage that can mean marathon shifts for the dispatchers who do show up. Griffin is one of scores of Fulton 911 employees who racked up roughly 280 sanctions for arriving late or not at all -- often on multiple days -- a database of personnel actions since January 2004 reveals. The problem is likely worse; officials say their data is not comprehensive.

No-shows were counseled, warned and occasionally suspended. But they were rarely fired, data show. Some workers accumulated long disciplinary histories that included 911 call errors as well as absences, and they weren't terminated, according to personnel files. "It appears that certain violations of performance were tolerated or forgiven, for lack of a better word, in order to maintain the staffing required to operate the center," said Lynne Riley, a Fulton commissioner. Losing trained employees wasn't an attractive option for the 911 center. In recent weeks, as many as a third of the center's total positions have sat vacant. Deputy County Manager **Rob Hernandez** said staffing shortages are common at 911 centers, but Fulton's center needs to train more new workers and improve retention. A county consultant should address discipline problems such as absenteeism, he said. "In general, discipline was used like a tool -- a management tool -- rather than as a last resort," he said. "It may have lost its intended effect."

Data show at least eight 911 workers have been sanctioned 10 or more times for playing hooky or walking in late since 2004. Migraines, oversleeping and not feeling well were regular excuses, files say. Employees also blamed a pet illness, panic attack, traffic, getting back in town late, driving a child to school, car problems and a broken toilet. Even current center director Crystal Williams has filed her share of tardy slips, records show, citing late starts, trouble finding parking, feeling ill and, on at least three days, alarm clock malfunctions. Reached by phone, she declined to comment. Former 911 center employees said chronic tardiness and absenteeism led to feuding among staffers. Cassandra Eloi said that during her year at the center it was common to be held over for extra work because others failed to show. Those who did come in often worked 12 to 16 hours straight, she said. "You are running a 911 center on minimal staffing every day," said Eloi, who was fired for being rude to callers. "You have calls holding. You have calls dropping, every day."

Griffin left without permission for the cruise and two other short vacations between September 2003 and March 2004 -- in addition to taking dozens of sick days and showing up late at least 14 times, records show. Alfred "Rocky" Moore, the center's director at the time, wrote in a March

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

2004 letter that he was considering dismissing her. "Your personal vacation [cruise] did not justify an emergency vacation," he wrote. But Griffin hung on, volunteering for a demotion instead. Her tardiness continued. One night in January 2006, the call center sent a Fulton sheriff's car to pick her up for work because she had car trouble, records show. Later that year, she was suspended after supervisors said an error she made delayed response to a fire call. She took disability retirement in mid-2007.

Griffin, a 23-year center veteran who was called "an excellent supervisor" in a 1995 job review, said in an interview she disputes that she caused a delay on the fire call, or that her unpaid leave resulted in a staffing shortage that couldn't be covered. She said she was singled out for infractions that others -- including supervisors -- also committed. She felt Moore had a grudge against her. "There was no reason to deny me," Griffin said of her vacation requests. "It's not like I didn't do my share of covering for people, either."

Other workers also complained discipline was not handed out evenly. "There are subjects who manage to be sick every payday weekend and never receive any type of discipline from your same staff," communications officer Francesca Pearson wrote in an April memo to Moore. Pearson could not be reached for comment for this article. Morale was low. After a supervisor threatened one employee with suspension for tardiness, she responded: "go ahead and suspend me that's one less day that I have to work here," a note in her personnel file said. Moore, who was reassigned, did not return three phone messages seeking comment.

The 911 center hasn't lacked the money to fill vacancies. For the past three years, the center -- funded by fees tacked onto phone bills -- has ended the year with excess cash in its salary account, records show. In 2007, it finished nearly \$1 million richer than it started. Instead, **Hernandez** said the center appears unable to keep up with attrition. Some drop out during the intense six-month training period. Others start but find the pressure and night shifts unworkable. Child care and worries about job security as some cities encroach on Fulton's call territory are also factors, he said. He said he does not want to second-guess center managers on their handling of absent employees. But it is a serious problem. "I know my boss would consider that to be job abandonment," he said.

Data analysts John Perry and Megan Clarke and staff writer Cameron McWhirter contributed to this article. 32 emergency calls delayed. Six of those calls were delayed more than 20 minutes. * 23 instances of employees being orally abusive, fighting, being unprofessional or disruptive in the call center. 34 write-ups for poor customer service. 9 instances of dispatchers sleeping on duty. 280 write-ups of not showing up to work or showing up late. 147 write-ups for not meeting monthly standards for speed and safety by the department.
* Numbers based on a review of the incomplete database of disciplinary actions against employees at Fulton County's 911 center.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Sun Sentinel - Fort Lauderdale (FL)
April 29, 1997

Conditions for Planned Shelter don's Allay Fears

Author: *Robin Benedick*

No matter how many conditions the city puts on the proposed homeless shelter on West Sunrise Boulevard, they won't appease nearby property owners who worry about transients congregating near their homes, businesses and public parks. "Those conditions won't keep vagrants from wandering around the neighborhoods," said Fort Lauderdale Vice Mayor Tim Smith, who is among the shelter's harshest critics. "Unless there are incredibly stringent rules that you can only go in by vehicle and leave by bus, that neighborhood is going to be overrun."

Smith and neighborhood leaders are hoping to derail Broward County's plans for a \$7.7 million shelter at 600 W. Sunrise Blvd. Their first chance comes at a special meeting of the city Planning and Zoning Board at 6:30 p.m. Wednesday at City Hall, 100 N. Andrews Ave. The board's recommendation goes to city commissioners for hearings. One of the conditions the city wants to put on the proposed 200-bed homeless assistance center is that it accept no walk-ins - only tenants who are referred there by an agency or police. That means homeless people now accustomed to staying the night at Tent City, the dingy open-air camp in a downtown parking lot, won't get into the new shelter without referrals.

Opponents are pushing the planning board to delay approval until Broward hires a not-for-profit group to run the center and community leaders raise \$3 million in private donations for the project. The shelter is expected to be completed in 18 months once city approvals are granted. Broward County's architect, Edward Seymour, has designed a two-story shelter patterned after one in Miami. The building would face Sunrise Boulevard, but entrances and parking would be at Northwest Sixth and Seventh avenues. The fenced campus would have separate men's and women's dormitories with room for families, classrooms, a medical clinic, day-care center, dining hall and courtyard.

City planners are recommending approval with these conditions:

- Availability: Center must give priority to Fort Lauderdale's homeless who are within two miles of the center.
- Security: Center must pay for 24-hour security inside and outside the campus.
- Curfew: Center must require tenants to be inside from 8 p.m. to 7 a.m. daily. Exceptions would be made for school or work.
- No walk-ins: Center must not accept people without a referral. Center also must establish a no-loitering policy on the property and post signs.
- Citizen board: Center must set up a neighborhood advisory board.

County officials said they were designing a shelter that wouldn't be a magnet for uninvited homeless people. "The word will quickly get out among the homeless that this facility does not accept walk-ins," said **Rob Hernandez**, Broward County's assistant director of Human Services. With more than 5,000 homeless people in Broward, the shelter is billed as the first of several to

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

address a growing problem that could get worse under new federal and state welfare reforms. Homeless advocates worry that police will enforce trespassing and other city laws too eagerly to chase transients from public places. "Being homeless is not a crime and it shouldn't be that they go to jail for that," said Dianne Sepielli, a member of the county's homeless advisory board.

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Sun Sentinel - Fort Lauderdale (FL)
March 13, 1994

New Refugees like Broward Cuban Immigrants Find more Opportunities, Less Congestion

Author: *Lyda Longa*

When Geovanny Montes de Oca and 11 of his friends set sail from Havana for the United States aboard a rubber raft in October, Montes de Oca's friends couldn't stop talking about Miami. But after the men were rescued by the U.S. Coast Guard and taken to Key West, Montes de Oca set his sights on a different place: Broward County. His relatives had described Broward as an area where plenty of opportunities could be found. "I like Miami, but up here, there's less congestion and life is more relaxed," Montes de Oca said in Spanish. "I love it here because I'm learning English, I have a job and I even got a car," he said. Montes de Oca works at the Fort Lauderdale-Hollywood International Airport's catering service. Montes de Oca, who lives with friends in west Hollywood, is not alone. In the past six months, a colony of about 50 or 60 Cuban rafters has taken root in Hollywood and Fort Lauderdale.

The reason is simple: The rafters believe that employment and housing are easier to get in Broward than in Dade County. Historically, rafters have flocked to Dade County because they felt more comfortable among their Cuban countrymen, said **Roberto Hernandez**, executive director of Hispanic Unity of Florida. But that's changing. "Lately, the rafters have learned that in Broward there is less congestion and a better chance of finding a job," **Hernandez** said. "Many of them also have friends and family in the area who have told them that Broward County has less Hispanics and less competition for work."

According to the 1990 U.S. Census, there were roughly 109,000 Hispanics in Broward County compared to almost 1 million in Dade. Of those, there were 24,000 Cubans in Broward and almost 570,000 Cubans in Dade. Hector Nodarse, 29, heard about Broward County when he was still in Havana earlier this year. Nodarse was a sound technician with El Ballet Nacional de Cuba - the Cuban National Ballet. "I like the hustle and bustle of Miami because it reminds me of Havana, but I already have a job here {in Broward}," Nodarse said. "Broward is a little too quiet for me, but I'll get used to it."

Brothers Roberto and Raydel Rivera of Dania are two more Cuban rafters who ended up in Broward. The Riveras arrived in Miami aboard a rubber raft in December; they came from the Cuban port town of Mariel. Both are learning English at a night school in Hollywood. "I lived in Miami for about a month before I came to Dania, and I tell you life is better here," Roberto Rivera, 22, said in Spanish. "I'm learning English, I just got my driver's license and soon, I know I'll have a job. Once I get that I'll get my own apartment. Life is good here."

Internet – Newspaper Archives Searches
Roberto Hernandez
(Articles are in reverse chronological order)

Sun Sentinel - Fort Lauderdale (FL)
February 22, 1994

Planned Center may Help Elderly Hispanics

Author: *Lyda Longa*

Inez Carrascillo is an elderly Hispanic woman who wants somebody to talk to. When you're 76 and the only language you speak is Spanish, it's hard to make friends in a neighborhood filled mostly with young working Anglos. Soon, Carrascillo, who is Cuban, and other elderly Hispanics in Broward County could have a place to spend time together, working on arts and crafts and chatting in Spanish.

Roberto Hernandez, director of Hispanic Unity of Broward, said he hopes to open the county's first senior center for Hispanics in the next few months. The proposed center, which would be in Hollywood, would provide activities, meals, transportation and companionship for Broward Hispanics over 60. The 1990 U.S. Census estimated there were 11,891 elderly Hispanics in the county. "There is no single place in Broward County where elderly Hispanic people can go just to talk and relax with their peers," **Hernandez** said. "When you reach a certain age, you want to be with other people who share a similar culture and can understand you."

Hernandez, 27, has applied for a \$100,000 county grant that would pay for four full-time employees for the planned center. Last year he purchased a 7,000-square-foot building at 5840 Johnson St. for the center with the help of a grant from the city of Hollywood. Edith Lederberg, executive director of the Area Agency on Aging, said she has promised **Hernandez** that her organization would provide meals for the center once it opens.

Although there are a handful of senior centers scattered throughout the county, Lederberg and other social service officials agree that none cater specifically to Broward's Hispanic elderly. "We have several senior centers throughout the county, but elderly Hispanic people won't go there because they feel uncomfortable and out of place," Lederberg said.

That feeling is not limited to elderly Hispanic people. Gema **Hernandez**, a sociologist and associate professor at Nova University's School of Business, said the sentiment is shared by most elderly people of varying ethnic backgrounds. "As we age, most of us have a need to return to our ethnic roots," **Hernandez** said. Carrascillo, who stays alone during the day in her west Hollywood home while her daughter and grandchildren go to work and school, said she needs someone to interact with during those long hours.

Research Compiled by: Amanda Dillabough
 Colin Baenziger & Associates

Appendix D

St. Johns County, FL Resolution Thanking CB&A for Its Outstanding Service

RESOLUTION NO. 2007-23/

**A RESOLUTION OF THE COUNTY COMMISSION
OF ST. JOHNS COUNTY, FLORIDA, THANKING
COLIN BAENZIGER & ASSOCIATES FOR ITS
OUTSTANDING EFFORTS IN CONDUCTING THE
EXECUTIVE SEARCH FOR THE COUNTY'S NEW
ADMINISTRATOR; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, St. Johns County retained Colin Baenziger & Associates (CB&A) to identify and recommend strong candidates to be the County Administrator;

WHEREAS, CB&A's staff worked diligently to find and produce excellent candidates, and then provided the County Commission with comprehensive materials concerning the candidates' aptitude, experience, background, complete and thorough interviews, references, extensive checks of criminal, civil and financial history, verification of employment and education, and exhaustive reviews of Internet and newspaper archives of these candidates; and

WHEREAS, CB&A's process was completely open, fair and unbiased and was extremely well received by the County Commission, county staff, the press, and the public; and

WHEREAS, the County Commission wishes to express its gratitude to Colin Baenziger & Associates for its efforts on behalf of the county;

**NOW BE IT THEREFORE RESOLVED BY THE COUNTY COMMISSION OF
ST. JOHNS COUNTY, FLORIDA AS FOLLOWS:**

Section 1: Recitals. The preceding recitals are true and correct and are incorporated herein by this reference.

Section 2: Acknowledgement. The County Commission wishes to express its sincere appreciation and gratitude to Colin Baenziger & Associates for its outstanding work and effort in assisting the county in finding its County Administrator.

Section 3: Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21 day of August, 2007.

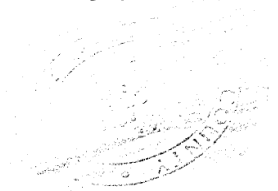
ATTEST: Cheryl Strickland, Clerk

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: Pam Halterman
Deputy Clerk

By: Ben Rich
Ben Rich, Chairman

Rendition Date: 8/23/07



Appendix E

Comments from Dale Martin on CB&A's Vetting Process

Fernandina Observer™

A JOURNAL OF NEWS AND OPINION

Weekly comments from Dale Martin

By Dale Martin, City Manager, City of Fernandina Beach

March 18, 2016 1:00 a.m.

The vetting process employed by Mr. Colin Baenziger following my application to the City of Fernandina Beach was the most thorough review of my career, credentials, and references that I have ever experienced. In the months leading to my appointment here, I was interviewed in several other communities for similar City Manager positions. Despite getting to the interview stage in those communities, none of my references ever indicated to me that they had been contacted. As part of the selection process here, I was required to provide an exhaustive list of references, some very specific, such as my current Town Attorney, auditor, Chamber of Commerce, etc. To the best of my knowledge, every single reference provided was contacted.

The historic information provided to the City Commission for each candidate was extensive. Reading through the older newspaper articles rekindled so many memories- the personalities and issues from earlier days illustrate some peaks and valleys over the past twenty years. It has been a wonderful ride.

Note: Mr. Martin reminisces about his career for the remainder of the article. The full article can be found at:

<http://fernandinaobserver.com/2016/03/18/weekly-comments-from-dale-martin-5/#more-65218>

Proposal to provide Professional Executive Search Services for the Town Manager Position

SEPTEMBER 29, 2023

Provided to Mayor Ashira Mohammed of the Town of Pembroke Park, Florida
By Government Professional Solutions (GPS)



Table of Contents

Approach	4
Experience.....	9
Demonstrated ability to complete a thorough and detailed report	11
References.....	12
Agreement to use Town of Pembroke Park contract	17
Agreement to complete project according to project schedule	18
Overall cost and value of project	19
Appendix	20

September 29, 2023

Mayor Ashira Mohammed
3150 SW 52nd Ave.
Pembroke Park, FL 33023



Dear Mayor Mohammed,

Government Professional Solutions, LLC (GPS), welcomes the opportunity to submit our proposal for executive search services to help the Town of Pembroke Park find and hire the best candidate to serve as its next Town Manager.

GPS offers you a distinct alternative to the traditional executive search firm. We are a government consultancy comprised of only senior level, former city managers with MPA degrees. Our services are based on best practices built from a combined 30+ years of experience in the public sector and city management. Our firm philosophy is rooted in the highest ethics and integrity, and relationships are at the core of everything we do.

We believe, and hope you will agree, that we are the best partner to guide you through this very important executive search process for several reasons:

-  **Our ability to leverage an extensive network of public officials across the U.S.** Throughout our decades of public service, we have developed and continue to grow long-lasting relationships with countless public executives, managers, and staff.
-  **Our insight into what it takes to be successful in the Public Sector.** As former city managers, we are very familiar with the types of discussions to have and questions to ask of candidates as we have been in those positions ourselves and tackled the same types of opportunities and challenges they most likely will face.
-  **Our commitment to giving you customized and personal service of the highest quality.** GPS Partner, Bret Bauer, will be the only consultant working on this project and will work closely with you to customize a search approach that best serves your specific objectives. This means you know exactly who you are working with from start to finish, that you can count on receiving senior level expertise, and that the process will be seamless.

Bret Bauer prepared this submittal and can be reached by email or phone (info below).
Thank you very much for your consideration of our firm and proposal.

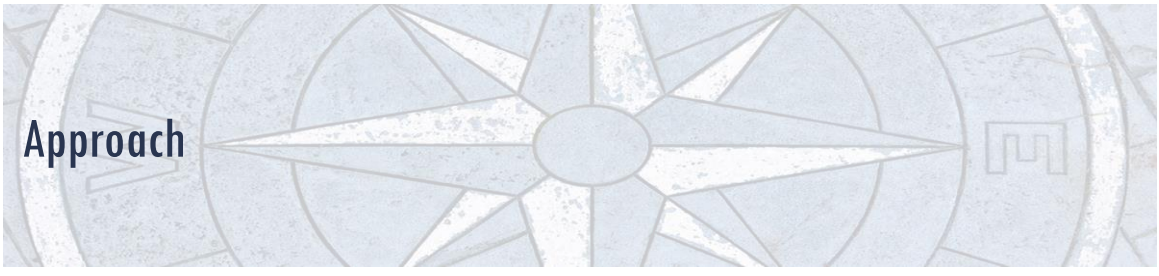
Sincerely,

A handwritten signature in purple ink that reads "Bret Bauer".

Bret Bauer, Partner and Co-Founder
104 Harbor Haven St.
Gun Barrel City, TX 75156
(316) 207-0688
bbauer@governmentpros.com

A handwritten signature in purple ink that reads "Chris Lowe".

Chris Lowe, Partner and Co-Founder
18605 Arrowwood Dr.
Monument, CO 80132
(785) 766-9104
clowe@governmentpros.com



Approach

Government Professional Solutions (GPS) does not operate like most national search firms. Our approach is collaborative, customized, personal, and **relationship based**. As former city managers who have served full-service cities and their elected officials, we understand first-hand how the executive search function must fit within the larger mission of the local government and the community. We are passionate about public service and we know at the core, that means our focus is about getting to know people - those in your community, and those wishing to serve your community.

City managers who know how to hire managers

As former city managers, we know how to get in front of top candidates. We are connected to modern, accomplished manager candidates, both directly and indirectly through our extensive network of public officials. We have worked with many of them as colleagues and have personally networked with them at industry association and other events. We have served with them on boards and held leadership positions in the same organizations. We are connected to them through the university MPA programs. Most importantly, we know both the seasoned veterans AND the young up-and-coming professionals who are highly sought after by cities.

We also know the newsletters, publications, and websites these professional candidates subscribe to because we subscribe to them ourselves, and we understand which sources are trusted most.

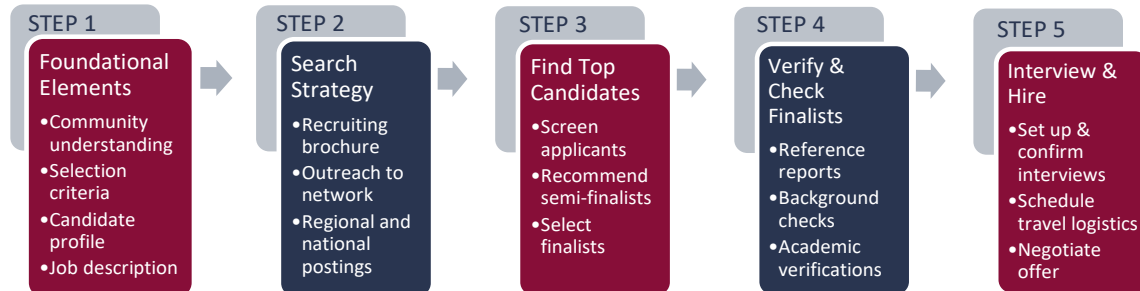
Finally, because of our lengthy and direct experience in the public sector, we are also able to screen candidates quickly and efficiently. An initial conversation by one of our senior level partners quickly yields an accurate assessment of capability and fit. This enables us to focus the majority of our energy and resources on those candidates who have the highest probability of becoming semi-finalists in the search.

A single dedicated senior level consultant by your side

Because our recruitment searches are conducted start to finish by one of our partners, you get an extremely efficient process. A single senior level person dedicated to every step of your project means no gaps or delays in information transfer among multiple staff members and consultants. It means that both you and the candidates get a very direct and responsive line of communication. And, it means you get a level of experience and personal service you know you can count on.

GPS Partner, Bret Bauer, will be the consultant on this project.

GPS will customize a search process that best serves your specific objectives and situation. Below is the general workflow we will follow



STEP 1: DEVELOP FOUNDATIONAL ELEMENTS

Understanding you and the community

The first, and most important step of our process is to spend time getting to know you and your community.

In our experience we have found that too often the process of finding the next leader for an organization is a cookie-cutter process focused on developing a community profile and quickly finding a candidate. As public executives, we understand how important it is to understand your community and to have a complete, professional, and thorough process to find top level talent for your future leaders. That is why we structure time to spend in your community to experience its amenities, economy, people, and infrastructure, and to get to know your organization and community, both individually and as a collective group.

Developing the ideal candidate profile begins with a survey sent to you, Commissioners, and designated staff prior to our first meeting. Members individually complete these surveys to help begin to paint the picture about what you want to see in your next Town Manager.

We then meet on-site with you, the Commission, and designated staff to discuss the required background, professional experience, and management and leadership characteristics for your position. We work with you to thoroughly understand (or help identify) the position's requirements, current challenges, strategic priorities, and expectations.

Information obtained from these efforts, coupled with our review of any provided resources, is used to prepare selection criteria, a job position (if needed), and a candidate profile, all of which will be approved by you before recruitment begins. Spending time getting these items right is critical to ensuring an efficient and effective process to follow.

Timeframe:

1 week

Deliverables:

Community understanding

Selection criteria surveys

Job position

Candidate profile

STEP 2: DESIGN A CUSTOM SEARCH STRATEGY

We work collaboratively with you to develop a comprehensive outreach strategy to notify potential candidates about the vacancy and conduct an open recruitment that encourages applications from a talented and diverse pool of candidates. We will recommend a strategy that includes national, state, regional, and local elements.

Leveraging our network

Central to that strategy is to leverage our extensive network of public officials. Often, we know qualified candidates who are not actively seeking new employment and will not necessarily respond to an advertisement.

One of the tools we leverage is a comprehensive recruitment brochure that can accompany all networking and outreach efforts. This brochure typically includes the candidate profile defined in Step 1, a summary of town challenges and priorities, and information that positions your location as a highly attractive place to live and work. *(Please see example provided in the Appendix)*

Leveraging the ICMA & other professional organizations

From our decades in city leadership and as candidates ourselves, we depend on the International City/County Management Association (ICMA), as do the type of candidates you want for this position. Most managers are members, and it is the first stop for anyone in the industry looking for a new job. As 15-year members of the organization, we are highly familiar with its leadership, processes, and network. ICMA also publishes a monthly magazine, PM, which we often use for advertising.

We use our extensive networks at the state level to ensure we are adequately marketing to in-state candidates through the Florida City & County Management Association.

We value diversity and our recruitment process reflects that. We work with the National Forum for Black Public Administrators (NFBPA) and the Local Government Hispanic Network (an affiliate of ICMA).

Timeframe:

1-2 weeks

Deliverables:

Timeline

Recruitment
brochure

Advertisement

STEP 3: FIND TOP CANDIDATES

Upon approval of the custom search strategy and marketing tools, we promptly begin the search process, starting first and foremost with our network.

Application packets will be received and categorized according to the rating criteria established by you and your team to ensure that the candidate pool has the matching skills and background. You will receive weekly updates on the development of the candidate pool. Information on all applicants will be retained and organized for recordkeeping purposes and will be transmitted to you upon completion.

Timeframe:

5-6 weeks

Deliverables:

Custom
questionnaires

Each candidate submitting an application packet is sent a timely acknowledgement, including an approximate schedule for the recruitment. Throughout the process, communications are maintained with each candidate regarding information about the recruitment progress and their status.

We will screen candidates against the position and criteria defined in Step 1 and recommend a list of 10-15 semi-finalists to you.

Two important tools we use during this process are a candidate questionnaire and a due diligence questionnaire, both customized to your unique position and situation (*please see examples of each in the appendix*). The candidate questionnaire goes to all semi-finalists and provides additional information about their background and experience. The due diligence questionnaire goes only to finalists.

We also ask semi-finalists to engage in video storytelling where they are given an opportunity to tell us about their journey in public service. This is intended to help us, and you better assess who they are as people and as leaders. This approach can help in developing a more comprehensive understanding of the candidate's ability to think on their feet as well as their personal and professional demeanor.

We will provide you with a semi-finalist report that includes copies of all marketing media, the master applicant list, as well as a cover letter, resume, completed questionnaire, and videos (if used) for each semi-finalist.

From there, we will review semi-finalist information with you and ask you to select finalists for interviews.

10-15 semi-finalist recommendations

Timely and regular communications to candidates

Regular updates to you and your team

Semi-finalist report

STEP 4: VERIFY AND CHECK FINALISTS

When you approve a group of finalists for on-site interviews, we will begin the process of conducting reference checks, background checks, and academic verifications. A confidential reference report is prepared for each finalist to complete our understanding of his or her management and leadership characteristics and professional work performance.

For the background checks, we will collect information on the candidates in the following areas:



City/County/State Criminal



Federal District Criminal



City/County/State Civil
Litigation



Employment Verification



Federal District Civil Litigation



Judgement/Tax Lien



Sex Offender Registry



Motor Vehicle Driving Record



Educational Verification

Timeframe:

2 weeks

Deliverables:

Reference check results

Background check results

Academic verification results



STEP 5: INTERVIEW AND HIRE

Upon completing the candidate verifications and checks, we will work collaboratively with you to develop the final interview process.

We will provide you with a Final Candidate Report prior to commencement of interviews. This report will include a copy of the recruitment brochure and interview schedule, as well as cover letter, resume, completed questionnaires, and reference/background results for each finalist to be interviewed. It will also include our individual analysis of each candidate compared to the ideal candidate profile developed with you (e.g., our evaluation of minimum professional qualifications, responses to questionnaires, etc.). *Note: A minimum of one week is required to develop the packet of information for your review once finalists have been identified.*

Accompanying the final report will be guidelines for interviewing the finalists, suggested interview questions, and a customized interview grading tool for your interview panel(s). We will attend finalist interviews to support continuity of the process.

We will work with you to develop an interview process that is thorough and inclusive of your organization and community. Successful options we have used in the past include: a community meet and greet (this allows community members, elected officials, and staff to meet and visit with the finalists), community interview panel to serve as one of the events for finalists during the in-person interview process, and/or a community dialogue event.

*Additional options available to you are:



Participation in deliberation of candidates.



Assistance with developing a compensation package and related employment considerations.



Assistance with employment agreement negotiation.

Finally, we will notify candidates of the final decision and will confirm final process close out items with you.

Timeframe:

2-3 weeks

Deliverables:

Interview and travel itinerary schedules

Final Candidate Report

Interview guidelines

Suggested interview questions

Interview grading tool

Candidate notifications



Experience

30+ years combined experience in city management

GPS is comprised of only senior level, former city managers with MPA degrees. Our partners share a passion for serving the public and bring a combined 30+ years of experience in leading communities. Their public service careers include serving as City Manager, Town Manager, and Assistant City Administrator throughout the country.

Resumes of Partners, Bret Bauer and Chris Lowe, are included in the appendix. Bret Bauer will be the consultant assigned to this project and will execute all tasks involved. No outside consultants are expected to be used.

17 years of successful recruiting history

RECENT RECRUITMENTS

City Administrator-Grand Island, NE
Public Utilities Dir.-Grand Island, NE
Public Works Dir.-Grand Island, NE
Town Manager-Prosper, TX
City Manager-Janesville, WI
City Manager-La Grange, TX
Public Utilities Director-DeSoto, TX
Library Director-DeSoto, TX
Chief of Police-Hutto, TX
Town Administrator-Elizabeth, CO
Public Works Director-Hutto, TX

At GPS, we have been conducting executive level recruitments for 17 years. We believe the perspective we bring as former city managers and candidates, combined with the principled approach we developed based on decades of combined experience, enables us to help you find and hire the right candidate for the job the first time around.

As former city managers, we are very familiar with the types of discussions to have and questions to ask of candidates as we have been in those positions ourselves and tackled the same types of opportunities and challenges they most likely will face.

More than an executive search firm

GPS was founded with one central objective: to use our industry experience and decades of public service to help cities and counties improve their communities. Since 2006, GPS Partners Bret and Chris have been expanding their government experience and network in cities across the country to position themselves to be the best trained public servants available to serve cities and counties on a diverse range of projects, challenges, and opportunities.

Our breadth of services includes:

- Executive Search
- Budgeting
- Human Resources (Class & Comp. Studies)
- Leadership Development
- Strategic Planning
- Project Management (Interim Services)

The compass in our logo depicts our goal of providing guiding direction to our public clients and we strive to be a steady partner throughout that journey. We firmly believe in the value of **trusted relationships**, and want to be your **trusted partner**, not just another vendor.

The GPS Guarantee

While others in the industry may offer a 1-year guarantee, we are confident in our process, and offer a 18-month guarantee against resignation or termination for any reason. Any subsequent search will be done for actual cost.

“Government Professional Solutions (GPS and specifically Bret Bauer exceeded my expectations during our search for a new Town Manager. Bret Brought years of experience in municipal government as well as a vast network of potential candidates to the search. Not only did he accomplish the task, he did it in a professional, expeditious and cost effective method. His attention to detail and clear sense of the urgency of the need was critical to our council and to the candidates. I strongly recommend GPS and will utilize them if needed in the future.” – David Bristol, Mayor of Prosper, Texas

Demonstrated ability to complete a thorough and detailed report

We hope the steps outlined in the Approach section of this proposal have demonstrated that our process is highly thorough and detailed. Additionally, we trust the background, experience, and reputation presented about our firm, and in particular the partner assigned to this project, Bret Bauer, have demonstrated the accountability and integrity we bring to this important effort.

Likewise, we are confident the final candidate reference report we provide to you will be comprehensive and detailed, and will equip you with everything you need to carefully and thoroughly interview final candidates and make a sound and supported final decision. The report will include:

Information on each finalist:

- ✔ Cover letter and resume
- ✔ Completed questionnaires
- ✔ Reference/background results
- ✔ GPS analysis/evaluation
- ✔ Video Storytelling (if used)

Additional supporting information:

- ✔ Recruitment brochure
- ✔ Interview schedule
- ✔ Interview guidelines
- ✔ Suggested interview questions
- ✔ Customized interview grading tool

References

Owner/address/telephone contact	City of Grand Island, NE /Aaron Schmid, Director of Human Resources 100 East First Street, Grand Island, NE 68801 (308) 385-5444, aarons@grand-island.com
Project name	Executive recruitment for Public Utilities Director
Project description	Performed national executive recruitment services to recruit for a Public Utilities Director to be a part of Grand Island's Executive Team.
Position or capacity on the project	GPS Partner, Chris Lowe, served as Project Manager for this recruitment
Related litigation, administrative proceedings, or claims	None

Owner/address/telephone contact	City of Grand Island, NE /Aaron Schmid, Director of Human Resources 100 East First Street, Grand Island, NE 68801 (308) 385-5444, aarons@grand-island.com
Project name	Executive recruitment for Public Works Director
Project description	Performed national executive recruitment services to recruit for a Public Works Director to be a part of Grand Island's Executive Team.
Position or capacity on the project	GPS Partner, Chris Lowe, served as Project Manager for this recruitment
Related litigation, administrative proceedings, or claims	None

Owner/address/telephone contact	City of Grand Island, NE /Aaron Schmid, Director of Human Resources 100 East First Street, Grand Island, NE 68801 (308) 385-5444, aarons@grand-island.com
Project name	Executive recruitment for City Administrator
Project description	Performed national executive recruitment services to recruit for a City Administrator to be a part of Grand Island's Executive Team.
Position or capacity on the project	GPS Partner, Chris Lowe, served as Project Manager for this recruitment
Related litigation, administrative proceedings, or claims	None

Owner/address/telephone contact	Town of Prosper, TX / David Bristol, Mayor 250 W. First Street, Prosper, TX 75078 (972) 965-0446, dbristol@prospertx.gov
Project name	Executive recruitment for Town Manager

Project description	Performed national executive recruitment services to recruit for a Town Manager to be a part of Prosper's Executive Team.
Position or capacity on the project	GPS Partner, Bret Bauer, served as Project Manager for this recruitment
Related litigation, administrative proceedings, or claims	None

Owner/address/telephone contact	City of Janesville, WI / Paul Benson, Council President 18 N. Jackson Street, Janesville, WI 53548 (608) 352-8010, bensonp@ci.janesville.wi.us
Project name	Executive recruitment for City Manager
Project description	Performed national executive recruitment services to recruit for a City Manager to be a part of Janesville's Executive Team.
Position or capacity on the project	GPS Partner, Chris Lowe, served as Project Manager for this recruitment
Related litigation, administrative proceedings, or claims	None

Owner/address/telephone contact	City of La Grange, TX / Jan Dockery, Mayor 151 S. Banner Street, Elizabeth, CO 80107 (979) 968-5805, citysecretary@cityoflg.com
Project name	Executive recruitment for City Manager
Project description	Performed national executive recruitment services to recruit for a City Manager to be a part of La Grange's Executive Team.
Position or capacity on the project	GPS Partner, Bret Bauer, served as Project Manager for this recruitment
Related litigation, administrative proceedings, or claims	None

Owner/address/telephone contact	City of DeSoto, TX / Brandon Wright, City Manager 211 East Pleasant Run Road, DeSoto, TX 75115 (972) 230-9644, bwright@desototexas.gov
Project name	Executive recruitment for Public Utilities Director
Project description	Performed national executive recruitment services to recruit for a Public Utilities Director to be a part of DeSoto's Executive Team.
Position or capacity on the project	GPS Partner, Bret Bauer, served as Project Manager for this recruitment
Related litigation, administrative proceedings, or claims	None

Owner/address/telephone contact	City of DeSoto, TX / Brandon Wright, City Manager 211 East Pleasant Run Road, DeSoto, TX 75115 (972) 230-9644, bwright@desototexas.gov
Project name	Executive recruitment for Library Director
Project description	Performed national executive recruitment services to recruit for a Library Director to be a part of DeSoto's Executive Team.
Position or capacity on the project	GPS Partner, Bret Bauer, served as Project Manager for this recruitment

Related litigation, administrative proceedings, or claims	None
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Owner/address/telephone contact	City of Hutto, TX / Stacy Schmitt, Assistant to the City Manager 500 West Live Oak Street, Hutto, TX 78634
Project name	Executive recruitment for Chief of Police
Project description	Performed national executive recruitment services to recruit for a Chief of Police to be a part of Hutto's Executive Team.
Position or capacity on the project	GPS Partner, Bret Bauer, served as Project Manager for this recruitment
Related litigation, administrative proceedings, or claims	None

Owner/address/telephone contact	Aubrey Municipal Development District, Aubrey, TX / Jesse Auer, President 107 S. Main Street, Aubrey, TX 76227 (940) 440-9343, jauer@aubreytx.gov
Project name	Executive recruitment for Executive Director
Project description	Performed national executive recruitment services to recruit for a Executive Director to be a part of Aubrey's MDD Team.
Position or capacity on the project	GPS Partner, Bret Bauer, served as Project Manager for this recruitment
Related litigation, administrative proceedings, or claims	None

Owner/address/telephone contact	Town of Elizabeth, Colorado / Megan Vasquez, Mayor 151 S. Banner Street, Elizabeth, CO 80107 (303) 646-4166, megan.vasquez@townofelizabeth.org
Project name	Executive recruitment for Town Administrator
Project description	Performed national executive recruitment services to recruit for a Town Administrator to be a part of Elizabeth's Executive Team.
Position or capacity on the project	GPS Partner, Chris Lowe, served as Project Manager for this recruitment
Related litigation, administrative proceedings, or claims	None

Owner/address/telephone contact	City of Hutto, Texas / Warren Hutmacher, City Manager 500 W. Live Oak Street, Hutto, TX 78634 (512) 759-4015, warren.hutmacher@huttotx.gov
Project name	Executive recruitment for Public Works Director
Project description	Performed national executive recruitment services to recruit for a Public Works Director to be a part of Hutto's Executive Team.
Position or capacity on the project	GPS Partner, Bret Bauer, served as Project Manager for this recruitment
Related litigation, administrative proceedings, or claims	None

Owner/address/telephone contact	City of Hutto, Texas / Warren Hutmacher, City Manager 500 W. Live Oak Street, Hutto, TX 78634 (512) 759-4015, warren.hutmacher@huttotx.gov
Project name	Executive recruitment for Chief Financial Officer
Project description	Performed national executive recruitment services to recruit for a Chief Financial Officer to be a part of Hutto's Executive Team.
Position or capacity on the project	GPS Partner, Bret Bauer, served as Project Manager for this recruitment
Related litigation, administrative proceedings, or claims	None

Testimonials

*"When we needed to hire a search firm for our next City Manager, our HR director recommended several firms. What initially attracted me to GPS was their track record of working with communities of different sizes and different areas of the country. We really wanted to find the best candidate and didn't want to limit ourselves. Next, I really loved that the two partners were both former city managers and had been through this process before on the other side. Chris and his team at GPS exceeded my expectations. First, they worked with us to create a process that worked for our City Council. They were very organized and kept us up to date on their work. Then they brought us a really strong group of candidates. And when I compared our candidate pool to some other local communities who were also going through the hiring process, I was very impressed. Finally, when it came to do the interviews and final negotiations, Chris's expertise and advice was instrumental. He helped us hire the right person and served as a liaison to make the negotiation process go more smoothly. **I give Chris and GPS the absolute highest recommendation.**" - Paul Benson, Council President of Janesville, Wisconsin*

*"Government Professional Solutions (GPS) and specifically Bret Bauer exceeded my expectations during our search for a new Town Manager. Bret brought years of experience in municipal government as well as a vast network of potential candidates to the search. Not only did he accomplish the task, he did it in a professional, expeditious and cost effective method. His attention to detail and clear sense of the urgency of the need was critical to our council and to the candidates. **I strongly recommend GPS and will utilize them if needed in the future.**" - David Bristol, Mayor of Prosper, Texas*

*"As a Trustee of the Town of Elizabeth, Colorado, I am pleased and honored to write on behalf of Chris Lowe and his partner, Bret Bauer, of Government Professional Solutions. GPS was chosen to conduct the search effort for a permanent Town Administrator who could restore confidence for the staff and the community within an atmosphere of doubt. The decision to engage Chris and Bret was easy, given their individual backgrounds in city management and boots on the ground experience. Almost immediately upon their selection, our currently serving Interim Administrator accepted a permanent position closer to his home, and the Town was once again without daily leadership. Chris offered GPS' services to serve in this role while they continued the search for a permanent Administrator. My personal view is that this was an unexpected blessing, as in this way Chris could not only utilize his professional expertise in the search effort but would also come to know the subtle nuances of our Board, the organization, and the community to identify the perfect pool of candidates. Additionally, the Board engaged GPS to conduct the search effort to fill the vacant position of Community Development Director. **Chris led us on a remarkable journey of discovery as to how to function at our highest level as a Board of Trustees, beginning with a series of strategic planning workshops to identify first: who we are as a community; and secondly: what are the values we embrace and how can we best preserve and protect them.***

Chris allowed us to explore myriad ideas while sharpening the focus on how those ideas reflect our values and goals. Never had we participated in such an important exercise, and the experience established unity and helped build consensus among Board members that had earlier struggled with distrust and dissonance. Chris and Bret shepherded us through the process of evaluating the many highly qualified candidates they attracted for us to consider, and we selected someone whom I believe will be not only a neighbor but an exceedingly engaged contributor serving our community of residents and business owners. This of course signaled a conclusion to the tremendously productive time spent with Chris, but it is my hope that we will maintain our relationship with future engagements, especially with respect to strategic planning and budget workshops that were invaluable and frankly life-changing for our Board and staff. **I wholeheartedly recommend Government Professional Solutions for their firsthand professional expertise and experienced understanding of the unique challenges facing municipalities. They truly create the solutions needed for those striving to do their best for the communities in which they serve.**" - Tammy Payne, Trustee of Town of Elizabeth, Colorado

"Chris Lowe, with Government Professional Solutions, was **professional, enthusiastic, and showed great dedication to the Town's search for their next Town Administrator**, while taking on the role as the Interim Town Administrator. He provided team management skills and a hands-on approach to ensure the sustainability of the town, staff and board." - Megan Vasquez, Mayor of Town of Elizabeth, Colorado

"I'm writing this letter of recommendation on behalf of Bret Bauer, Partner & Co-Founder of Government Professional Solutions ("GPS") who I have had the pleasure of working with over the past 7 months related to our Chief Financial Officer placement with the City of Hutto, and our most recent placement for a Director of Public Works & Engineering. Bret (along with his colleague Chris Lowe) have been extremely thorough with the recruitment process from inception to negotiating and extending the offer. **Bret's experience of serving in city management roles has been extremely beneficial, as he understands the needs of city government experience for these types of placements, which is most valuable during the screening process.** This streamlines my time as the City Manager to focus on City issues, as I know we are in good hands, as Bret takes the time needed to figure out exactly the type of background and personality we are in search of for any given position, and only presents those top-notch candidates meeting our criteria. GPS creates the hiring brochure, which is necessary to initially attract potential candidates, and is meticulous in their overall screening process and always carves out time to answer any questions I might have during the process. They have great attention to detail, and a great pool of candidates. This is the reason I have continued to use GPS for other placements within the City of Hutto. **I would highly recommend Government Professional Solutions to any City or Government entity looking to recruit for executive-level positions.**" - Warren Hutmacher, City Manager of Hutto, Texas

"As the former mayor of Gun Barrel City, Texas, it was my pleasure to work with Bret Bauer, our city manager, for over four years. Bret had the experience and background to immediately work on and solve problem areas within our city infrastructure. It took no time at all for Bret to gain the trust and admiration of the city employees. **Cities are faced daily with problems that require outside professional help. These professional(s) must have firsthand knowledge of how municipalities operate. Mr. Bauer and Mr. Lowe have that knowledge from their years of working for and with cities. GPS is the company any city can depend on for help when help is needed.**" - Jim Braswell, Former Mayor of Gun Barrel City, Texas

"Effective and efficient government operations is more important than ever. I've known Chris Lowe for over a decade and his ability to improve government services and achieve goals for a community is outstanding. **The consultants with GPS are highly qualified to assist you in solving problems and guiding public decision-**

makers toward the best paths forward for improvement.” - Dave Corliss, City Manager of Castle Rock, Colorado

*“In government, there are two types of leaders; those that are interested in getting the job done, and those afraid to tackle the tough problems. In my twenty plus years of work with governmental entities, I can say that Chris Lowe was among the best and most committed to getting the job done. Chris has a keen ability to find the right tool and the right path to solve a variety of problems, whether negotiation with an employee group, transition of the City to an updated or automated process or responding to a politically charged community issue. Strength of character and integrity are hallmarks of how Chris approaches his work. His research and presentations to elected officials are thorough, data driven, and effective. I have watched him build consensus around difficult problems and implement solutions that have carried his communities forward through tough challenges. **If your community has a problem in search of a solution, Chris Lowe can navigate those waters with your organization and help you find your port in a storm.**”* - Douglas B. Harris, City Attorney, Harris, Harris, & Sommer, LLC

“I had the pleasure to offer Chris Lowe the position as City Administrator for Baldwin City, Kansas early on in my term as Mayor. I felt that the experiences and energy that he could bring to our community would be extremely impactful, but I had no idea on how impactful it would ultimately be. Chris was so eager to learn so much about our community. He jumped into our utility enterprise, which included electrical generation as well as water and wastewater treatment. He handled all the challenges that those entities bring to City Management, very effectively. He developed personal relationships that last to this day. He built and developed a great team of professionals that carried out the combined vision that he and the City Council had for the community. One can drive around our community and in a very short distance, can see the enormity of the projects that have Chris’s imprint. When you communicate the vision to Chris, you can be assured that he will bring that vision to life. He also is a consensus builder and works effectively to build relationships with other governmental agencies. I am proud that we had Chris in our community and so proud of the work he led to make our community even better.” - Ken Wagner, Former Mayor of Baldwin City, Kansas

*“Chris Lowe has the unique ability to identify and attract key individuals in any organization and knows how to best utilize their skills to achieve the best results possible. His outstanding leadership abilities are very well-suited for any team environment, and he is a proven leader in all areas of municipal government. **I highly recommend Chris and his team to lead and guide any community forward through the unique problems that constantly present themselves.**”* - Jeff Kaiser, Former Mayor & Trustee, Town of Monument

Agreement to use Town of Pembroke Park contract

GPS is happy to execute a standard contract form provided by the Town or if preferred, we can provide our standard engagement agreement. GPS further acknowledges that our firm maintains, or will acquire, the minimum or greater of the insurance limits required.

Agreement to complete project according to project schedule

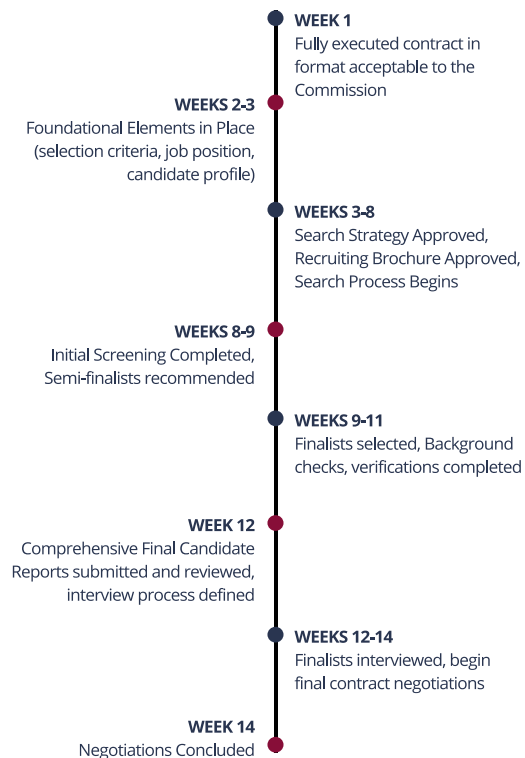
The timeline at right provides a general breakdown of tasks, milestones, and timeframes to support a thorough and successful recruitment process.

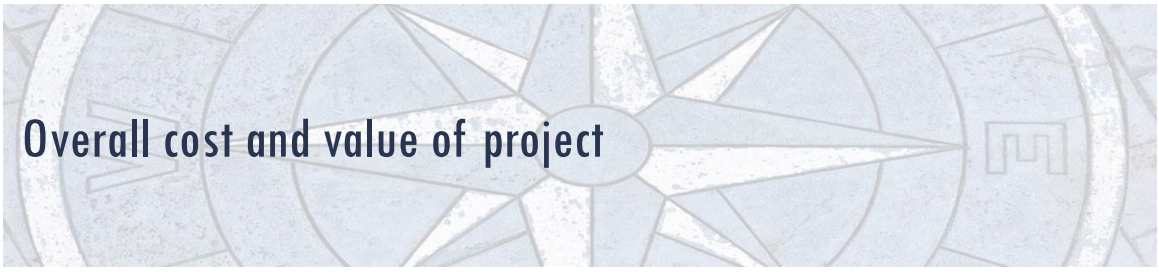
This timeline is a suggestion only and we will work with you to finalize and approve an exact timeline.

SUGGESTED TIMELINE

Town of Pembroke Park Town Manager Executive Search

The Commission will be asked to approve a final timeline before any recruitments begin, the timeline may be lengthened, if so desired





Overall cost and value of project

GPS offers a firm, fixed fee of \$24,500 to conduct a professional executive search, ***which includes all our expenses and costs.***

In other words, the only thing you will pay GPS is the agreed upon fee. This includes costs for professional graphic design, background and academic verification, and consultant travel and expenses. This means the only other costs you will be responsible for are the costs associated with the candidates' (and spouses, if invited) travel, accommodations, and meals for the interview process.

The advantage to you is you know exactly what you will pay and do not have to worry about reviewing costs associated with the project.

We will bill the fee as the phases are completed and according to the following schedule:

- \$14,500 upon execution of contract
- \$7,000 upon selection of group of semi-finalists
- \$3,000 upon completion of negotiations with final candidate

Appendix

Appendix includes:

- Sample City Manager search report (Final Candidate Report)
- Sample recruitment brochure
- Sample questionnaire (candidate and due diligence)
- Resumes (Chris Lowe and Bret Bauer)
- Certificate of insurance

Final Candidate Report for



Below are the documents in this Final Candidate Report:

- Ideal Candidate Profile
- Recruitment Brochure
- Marketing Media (Job Advertisement)
- Master Applicant List (Selection Grading Criteria Matrix)
- Interview Schedule
- Cover Letter
- Resume
- Candidate Questionnaire
- Due Diligence Questionnaire
- Zoom Video Recording (already provided)
- Background Summary
- Internet Research
- YouTube Research
- Email Correspondence

Town of Prosper, Town Manager
Candidate Profile

The Town Manager shall be someone with confidence borne from expertise and experience in Texas, possessing a calm and approachable demeanor. He/she will have outstanding leadership skills, a management style who can work as an active part of a team, be a strategic thinker and listener, is trustworthy, and dependable. He/she will be a servant leader and always demonstrate honesty, integrity, fairness, and diplomacy. The Town Manager will be friendly, humble, calm and collected, even during chaos, and will desire to immerse themselves in and be a part of this community. Someone who is an expert in being a good person.

The Town Manager will be a motivator who will work collaboratively with staff and empower them. This person will possess a positive and supportive management style who can build staff up. He/she will be the voice for staff with Council and the public. He/she will be respectful of all, mentor, set priorities, provide resources, have high expectations and ensure accountability. This person will encourage teamwork and is comfortable getting in the trenches to get the job done. While this person will be a leader of the staff he/she will also be a hands on project manager.

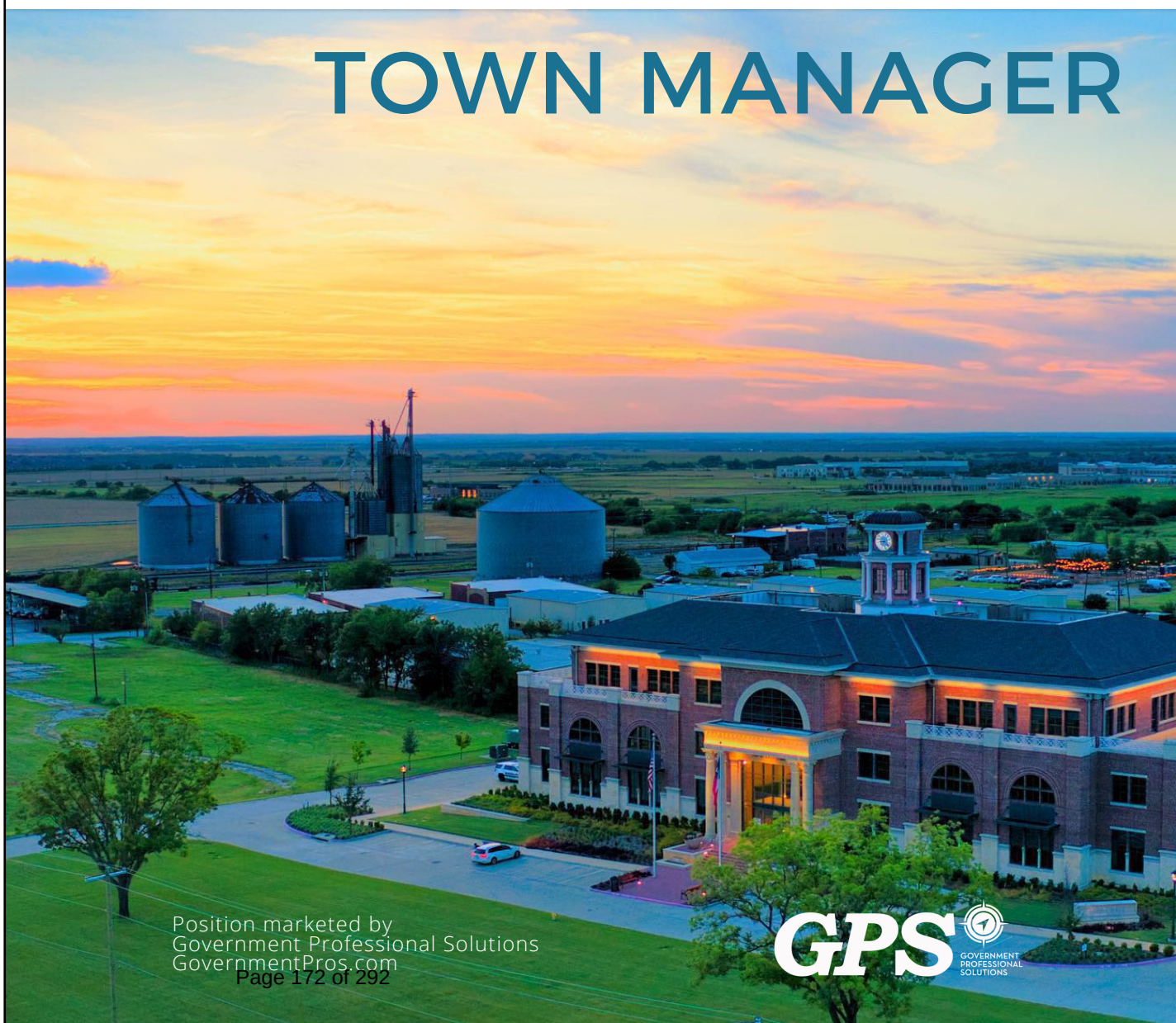
He/she will be professional, but also friendly and outgoing with a sense of humor. This person must have outstanding communication skills, both verbal and written. Will be gifted in making clear and concise presentations to the Town Council and public. The Town Manager must be able to lead and guide the Council without taking sides or playing politics, always providing their best professional recommendations. He/she will have a strong financial and budgeting background and will ensure the financial data is accurate every time, all the time. Experience managing a growth environment in residential and commercial development. Including planning, growing, and meeting infrastructure needs. He/she must have the skills to, in coordination with the economic development, develop, negotiate and implement incentive and development agreements.

The Town Manager will have a Bachelor's degree from an accredited college or university in Public Administration, Business Administration, Public Policy, or related field and a minimum of 7 years of progressively responsible management and supervisory experience as a city/town or county manager for a similar size population base or as an Assistant or Deputy in a larger community. A Master's degree in Public Administration or Business Administration or related field is preferred. Current member of ICMA and TCMA in good standing.



The Town of Prosper, Texas is hiring a

TOWN MANAGER



WELCOME TO THE TOWN OF PROSPER, TEXAS

Community

The Town of Prosper is a fast growing community offering a high quality of life, where neighbors know each other and kids can play in a safe, friendly community.

With its proximity to the Dallas/Fort Worth area, the Town of Prosper has been an especially attractive place to put down family roots for CEOs and executives, and top tech and medical talent. The Town's annual growth rate has been between 9% and 13% for the past five years.

Location

North of Dallas, Prosper is located less than 30 minutes from 2 major airports: Dallas Love Field and Dallas/Fort Worth International. The Town is just 35 miles from Downtown Dallas and 55 miles from Fort Worth. Prosper's land area is 27 square miles.

Demographics

Population: 35,430, with a total buildout projection of 70,000 residents by 2040

	Median Household Income	\$153,777
	Median Earnings/Worker	\$85,560
	Median Housing Value	\$436,600
	Median Monthly Owner Cost with Mortgages	\$2,921/month
	Median Monthly Rent	\$1,482/month
	Owner-Occupied Housing	86.5%
	Prosper Residents with Health Insurance	95.4%

History

The Town of Prosper began as a farming community in Collin County in the early 1900s. In its early years, the town was also a central stop for the railroad between Dallas and Sherman. Prosper was incorporated in 1914 with a population of 500.

Entertainment and recreation

Prosper prides itself on having parks and recreation facilities that promote healthy lifestyles for all ages and enhance property values.

The Town is home to more than 350 acres of park, including open spaces, recreational venues, athletic facilities, and tennis courts. More than 30 miles of hike and bike trails weave throughout Prosper with plans for additional trails.

Frontier Community Park features a major sports complex with lighted natural and turf fields for a variety of sports. Other features include trails, pavilion, concessions, catch and release pond, splash pad, and Windmill Playground.

With Prosper's signature, historical grain silos adjacent to an impressive Town hall, inviting Food Truck Park, and welcoming outdoor space, Downtown Prosper is home to one-of-a-kind boutique stores, restaurants, and services. Downtown Masterplan was recently adopted and is currently being implemented.

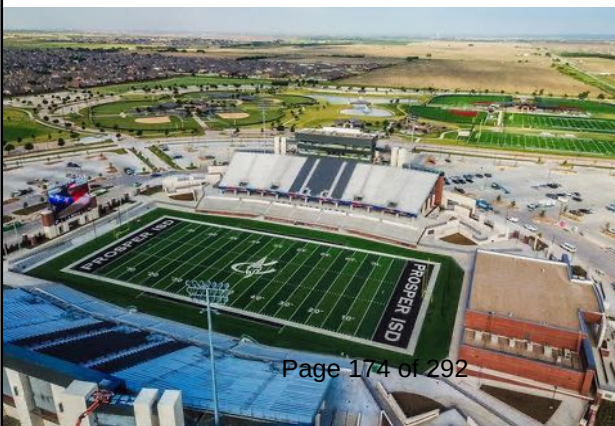
Prosper also offers a wide array of nationally recognized retail stores and restaurants.



Business and Commerce

The Town of Prosper is a fast growing community with a strong pro-business mindset. The area's top employers are:

- Prosper ISD
- Kroger
- Town of Prosper
- Walmart
- Chick-fil-A
- Lowe's
- Cook Children's
- Dick's S.G./Field & Stream
- Longo Toyota
- Texas Health Resources



Page 174 of 292

Education

Among Prosper residents 25 and older, 58% have earned a Bachelor's degree or higher level of education. Another 27% of the 25+ population have an Associate's degree or at least some college, and 98% are high school graduates.

Most of Prosper's geographic area is located in the boundaries of the Prosper Independent School District (PISD). Prosper ISD is located in both Collin and Denton Counties and serves students living in Prosper, Celina, McKinney, Frisco, and Aubrey.

Prosper ISD is a top rated public school system, ranking #10 on *Niche.com's* 2023 Best School Districts in Texas. As an accredited district, PISD develops and graduates motivated, academically prepared individuals with the strength of character to make contributions to a rapidly-changing society through an educational system that maintains high expectations, provides quality instruction, and establishes a safe, orderly learning environment.

Prosper ISD continues to be one of the fastest-growing school districts in Texas. In 2021-2022, the district had more than 22,000 students and more than 2,600 staff members serving 14 elementary schools, 4 middle schools, and 2 high schools. By buildout, the district is expected to have 28-30 elementary campuses, 9-10 middle schools, and 4-5 high school campuses.

Support for Prosper ISD is strong. A school bond election in May 2019 was approved by 85% of those who voted. The majority of the \$1.337 billion bond – specifically 84% – funds the building of new school facilities.

Prosper ISD is among only 250 school districts in the United States and Canada, and only 17 school districts in the State of Texas named to the College Board AP District Honor Roll. 29 Advanced Placement (AP) courses, 20 Pre-AP courses, and 10 dual credit courses are offered at the high school level.

Prosper is home to championship teams, and to Children's Health Stadium. Opened in August 2019, the \$52 million facility houses the football stadium, natatorium, and meeting facilities.

Government

The Town of Prosper is a home rule town with a mayor and six council members who are elected at large for three-year terms. The Town Manager serves as Chief Administrative Officer to Prosper and is responsible to the council.

"Prosper is a place where everyone matters." The Town of Prosper strives to be a place where every resident has a voice, where decisions are made in the best interest of everyone, and where government is open and transparent. The municipal departments each play a role enriching the Town and supporting the residents.

Prosper Community Vision

Prosper is a community committed to excellence. It is a high-quality, family-oriented community maintaining a visually aesthetic open feel with job-producing, economically sustainable commercial development directed to the Town's major transportation corridors, all while maintaining strong fiscal responsibility, and meeting the infrastructure needs of the Town.

Prosper Strategic Vision 2036

- Prosper 2036 has a small town relationship/feeling that is a family-friendly community.
- Prosper 2036 is a beautiful and safe community.
- Prosper 2036 is a high-value residential community with a quaint and cool downtown and a dynamic tollway corridor.
- Prosper 2036 has leisure experiences for all.

Fiscal Year 2021-2022 Budget Highlights

- First year accelerated implementation of \$210 million bond program (\$40 million versus \$21 million)
- \$0.01 decrease in property tax rate
- No increase in utility rates for Town customers
- Continued growth in property tax and sales tax
- Continued staff additions to public safety

Fiscal Year 2022-2023 Appropriations Highlights

- Total Appropriations-Operating Budget: \$95,616,751
- General Fund: \$51,833,412
- Debt Service Fund: \$12,911,163
- Water & Sewer Fund: \$28,112,759
- Drainage Utility Fund: \$2,500,000
- Capital Improvement Fund: \$58,295,000
- Capital Dedication Levy: \$6,700,000

Current Project Highlights

- Many road projects
- Water and sewer infrastructure
- New fire stations
- Downtown Masterplan implementation
- Raymond Community Park and other park projects
- Implementing town-wide ERP systems
- Updating Comprehensive Plan



Under the direction of the Town Council, the Town Manager serves as Chief Administrative Officer of the Town and oversees the daily operations of the Town. The Town Manager is responsible to the Town Council for administration of all the affairs of the Town, with only those exceptions that are named in the Town Charter. Example duties include:

Town Council

- Attend all Town Council meetings, with the right to take part in discussion.
- Keep Town Council fully advised as to financial conditions and future needs, and make recommendations.
- Prepare agenda items for, and give presentations to Town Council and Boards and Commissions.
- Inform Town Council of all work-related activities.

Administration

- Direct and supervise administration of 347 total number of town employees, all departments, offices, and agencies, except as otherwise provided by law or the Town Charter.
- Consult and direct all Town employees in solving administrative and operational problems, and developing and implementing changes in organizational structure, policies, or procedures to meet operational and fiscal goals.
- Make reports concerning the operations of Town departments, offices, or agencies.

Economic Development

- Develop and negotiate Town economic development agreements as needed in coordination with the Prosper Economic Development Corporation.
- Oversee, through various departments, construction projects designed to enhance Town infrastructure effectiveness and support economic development projects.
- Promote Town programs, activities, services, and business opportunities.

Financial

- Oversee preparation of and recommend the annual budget and capital program, and administer the budget as adopted.
- Administer operating and capital budget duties, including establishing policies for carrying out budget directives and reviewing operating and capital budgets periodically to analyze trends.

- Assure Town operations are performed within budget; prepare cost control activities; monitor revenues and expenditures to assure sound fiscal control; and ensure efficient use of Town budget funds, personnel, materials, facilities, technology, and time.

Human Resources

- Appoint, suspend, and remove all Town employees and appointive administrative officers, except as otherwise provided by law.
- Provide guidance and support to all departments regarding employee development and furthering the organizational culture of the Town.

Planning

- Develop long and short-range plans for all Town operations.
- Identify more efficient and effective ways of accomplishing Town service delivery.
- Plan, coordinate, and direct the work of Town departments through delegation of authority and responsibility to department executive directors and directors.

Policy and Procedure

- See that all state laws and Town ordinances are effectively enforced.
- Review applicable federal, state, and local laws, ordinances, and regulations for compliance and make recommendations.
- Administer policies and procedures within the Town and ensure that appropriate linkages exist between budget goals, purchasing procedures, and funding limitations and service levels adopted to meet specific departmental and Town Council goals.
- Adhere to personnel, safety, and other policies and procedures.

Public Relations

- Develop positive relationships and coordinate Town affairs with federal, state, and local entities and agencies, civic and private groups, and residents.
- Working with staff, respond to and resolve resident and development inquiries and concerns and negotiate and resolve controversial issues.

THE IDEAL CANDIDATE

PROSPER, TEXAS | TOWN MANAGER

- Bachelor's degree from an accredited college or university in Public Administration, Business Administration, Public Policy, or related field required (Master's degree preferred).
- Minimum seven years experience of progressively responsible management and supervisory experience as a city/town or county manager for a similar size population base, or as an Assistant or Deputy in a larger community.
- Current member of International City/County Management Association (ICMA) and Texas City Management Association (TCMA) in good standing.
- Strong financial and budgeting background with ability to ensure financial data is accurate every time, all the time.
- Strategic thinker.
- Experience managing a growth environment in residential and commercial development, including planning, growing, and meeting infrastructure needs.
- Skills to develop, negotiate, and implement incentive and development agreements (in coordination with economic development).
- Gifted at making clear and concise presentations to Town Council and the public.
- Outstanding communication skills, both verbal and written.
- Outstanding leadership skills.
- Servant leader who always demonstrates honesty, integrity, fairness, and diplomacy.
- Motivator who works collaboratively with and empowers staff.
- Positive and supportive management style that builds staff up, is respectful of all, provides mentoring, sets priorities, provides resources, has high expectations, and ensures accountability.
- Hands-on project manager who encourages teamwork and can work as an active part of a team.
- Able to lead and guide Town Council by providing options and building consensus; always providing the best professional recommendations.
- Calm and approachable demeanor, active listener, and remains cool and collected.
- Trustworthy and dependable.
- Professional, while also friendly and outgoing with a sense of humor.
- Desire to immerse oneself in and be a part of the community.

HOW TO APPLY

Compensation: Annual base salary will depend on qualifications but is expected to be in the range of \$230,000 to \$260,000. Position also includes a car allowance, TMRS with a 2 to 1 match as well as a generous contribution to a health, dental, vision, and life insurance package.

To apply, please email your cover letter and resume in .pdf format by Friday, November 18, 2022, 5 pm CST, to bbauer@governmentpros.com. Position is open until filled. Faxed and mailed submissions will not be considered. Direct questions to Bret Bauer at 316-207-0688 or bbauer@governmentpros.com.

For additional information about the Town of Prosper, please visit:

ProsperTX.gov

Facebook.com/prosperTX
.gov

ProsperEDC.com

Prosper-isd.net

The Town of Prosper is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, national origin, sex, age, disability, genetic information, or any other status protected by law or regulation. It is the Town's intention that all qualified applicants be given equal opportunity and that selection decisions are based on job-related factors.

Town of Prosper, Texas
Town Manager

The Town of Prosper is a fast growing community offering a high quality of life, where neighbors know each other and kids can play in a safe, friendly community.

With its proximity to the Dallas/Fort Worth area, the Town of Prosper has been an especially attractive place to put down family roots for CEOs and executives, and top tech and medical talent. The Town's annual growth rate has been between 9% and 13% for the past five years.

The Town Manager is responsible to the Prosper Town Council for maintaining and operating the Town in a professional manner and administration of all Town affairs. This position manages and directs the day-to-day operations of the Town based on the ordinances and policies established by the Town Council. The Town Manager oversees operation of the Town's departments, including Building Inspection, Communication & Community Engagement, Economic Development, Engineering, Finance, Fire, Health & Code Compliance, Human Resources, Library, Municipal Court, Parks & Recreation, Planning, Police, Public Works, Purchasing, Stormwater Management, Town Secretary, Utility Billing/Trash & Recycling, and Water Conservation. This position is responsible for a \$95.6M operating budget.

This position also works closely with community members, local school members, and is highly visible at community events.

Please use the following link to apply: [Please Click Here to Apply](#)

For more information about this position, please reach out to Bret Bauer, GPS Partner at bbauer@governmentpros.com
(316) 207-0688

Town of Prosper, Town Manager Candidate Selection Criteria (Matrix)

Evaluator: Bret Bauer

Scoring: 1-10 with 10 being the highest
Categories are weighted & equal 100

	Experience: Relevance of previous management experience & success with a similar organization	Education: Relevant Education and/or Training	Philosophy & Approach: Candidate's ability to manage and implement Council objectives	Accomplishments: Previous accomplishments demonstrating leadership, teamwork, empowering staff & innovation	Versatility: Broad organizational knowledge (including budgeting, managing growth & economic development, strategic planning & leadership development)	Longevity: Candidate's previous record of serving an organization long-term	Presentation: Candidate's overall resume/application approach (organization, legibility, literacy)	TOTAL SCORE	Semi-Finalist	Finalist
	(25%)	(15%)	(20%)	(10%)	(20%)	(5%)	(5%)			
	6.0	10.0	7.0	7.0	7.0	6.0	10.0	7.45		
	5.0	9.0	5.0	6.0	6.0	6.0	10.0	6.40		
	0.0	10.0	3.0	4.0	3.0	3.0	9.0	4.10		
	8.0	10.0	8.0	8.0	8.0	7.0	10.0	8.45		
	0.0	9.0	3.0	5.0	3.0	3.0	10.0	4.10		
	7.0	10.0	7.0	8.0	7.0	9.0	10.0	8.00		
	9.0	10.0	8.0	8.0	9.0	9.0	10.0	8.95		
	7.0	10.0	8.0	7.0	8.0	7.0	10.0	8.05	Yes	Yes
	5.0	10.0	6.0	7.0	5.0	6.0	10.0	6.75		
	4.0	10.0	4.0	5.0	3.0	6.0	10.0	5.60		
	6.0	10.0	6.0	6.0	6.0	5.0	10.0	6.95		
	6.0	9.0	4.0	4.0	4.0	9.0	9.0	6.00		
	8.0	10.0	7.0	8.0	5.0	10.0	10.0	8.00		
	6.0	9.0	6.0	7.0	6.0	7.0	9.0	6.95		
	5.0	10.0	5.0	6.0	5.0	6.0	10.0	6.45		
	0.0	9.0	3.0	4.0	3.0	5.0	10.0	4.05		
	7.0	10.0	8.0	7.0	8.0	7.0	10.0	8.05		
	6.0	9.0	6.0	7.0	8.0	9.0	10.0	7.40		
	5.0	10.0	5.0	5.0	7.0	6.0	10.0	5.60		
	0.0	0.0	0.0	0.0	0.0	3.0	9.0	0.60		
	0.0	10.0	0.0	0.0	0.0	0.0	9.0	2.45		
	8.0	10.0	7.0	8.0	8.0	7.0	10.0	8.30		
	9.0	10.0	8.0	8.0	9.0	8.0	10.0	8.90	Yes	No
	9.0	10.0	8.0	9.0	8.0	8.0	10.0	8.90		
	5.0	10.0	4.0	4.0	3.0	7.0	10.0	5.75		
	7.0	10.0	8.0	8.0	7.0	5.0	10.0	7.95		
	7.0	10.0	7.0	8.0	8.0	10.0	10.0	8.20		
	0.0	9.0	0.0	0.0	0.0	8.0	10.0	2.70		
	9.0	10.0	8.0	8.0	9.0	8.0	10.0	8.90	Yes	No
	9.0	10.0	9.0	8.0	9.0	9.0	10.0	9.10		
	5.0	9.0	5.0	7.0	5.0	6.0	10.0	6.40		
	6.0	10.0	5.0	7.0	6.0	9.0	10.0	7.15		
	5.0	10.0	6.0	5.0	6.0	6.0	10.0	6.60		
	0.0	10.0	0.0	2.0	0.0	5.0	9.0	3.00		
	7.0	10.0	7.0	7.0	8.0	8.0	10.0	7.95		
	7.0	10.0	8.0	7.0	8.0	8.0	10.0	8.10	Yes	No
	0.0	9.0	0.0	4.0	0.0	7.0	10.0	3.25		
	5.0	10.0	6.0	5.0	7.0	7.0	10.0	6.80		
	0.0	10.0	0.0	2.0	0.0	4.0	10.0	3.00		
	7.0	10.0	6.0	7.0	6.0	6.0	10.0	7.40		
	8.0	10.0	8.0	7.0	8.0	8.0	10.0	8.35		
	6.0	9.0	6.0	6.0	7.0	9.0	10.0	7.10		
	7.0	10.0	7.0	7.0	7.0	8.0	10.0	7.80		
	0.0	10.0	0.0	5.0	0.0	9.0	9.0	3.65		
	8.0	10.0	8.0	7.0	7.0	8.0	10.0	8.20		
	0.0	10.0	0.0	4.0	0.0	6.0	10.0	3.40		
	0.0	10.0	0.0	4.0	0.0	7.0	9.0	3.40		
	0.0	10.0	0.0	3.0	0.0	5.0	10.0	3.20		
	9.0	10.0	9.0	8.0	8.0	8.0	10.0	8.90	Yes	Yes
	0.0	10.0	0.0	4.0	0.0	6.0	9.0	3.35		
	0.0	10.0	0.0	3.0	0.0	4.0	10.0	3.15		
	7.0	10.0	7.0	6.0	7.0	7.0	10.0	7.60		
	8.0	10.0	8.0	7.0	8.0	8.0	10.0	8.35		
	0.0	0.0	0.0	4.0	4.0	3.0	9.0	1.80		
	9.0	10.0	7.0	8.0	8.0	8.0	10.0	8.60		
	7.0	10.0	7.0	7.0	7.0	5.0	10.0	7.65		
	7.0	9.0	6.0	7.0	7.0	7.0	10.0	7.40	Yes	No
	5.0	10.0	5.0	7.0	6.0	6.0	10.0	6.75		
	6.0	10.0	0.0	7.0	5.0	6.0	10.0	6.10		
	7.0	10.0	7.0	6.0	7.0	7.0	10.0	7.60		
	8.0	10.0	7.0	7.0	7.0	10.0	10.0	8.15		
	9.0	10.0	9.0	8.0	9.0	8.0	10.0	9.05	Yes	Yes
	7.0	9.0	7.0	6.0	7.0	5.0	10.0	7.30		
	5.0	9.0	0.0	6.0	3.0	6.0	10.0	5.20		
	7.0	10.0	8.0	6.0	7.0	7.0	10.0	7.75		
	5.0	10.0	4.0	5.0	4.0	5.0	10.0	5.95		
	6.0	10.0	5.0	5.0	5.0	6.0	10.0	6.55		
	0.0	10.0	0.0	2.0	0.0	5.0	10.0	3.05		
	7.0	10.0	8.0	8.0	8.0	7.0	10.0	8.20		
	9.0	9.0	9.0	8.0	8.0	8.0	10.0	8.70	Yes	Yes
	6.0	9.0	7.0	7.0	6.0	7.0	10.0	7.15		
	0.0	0.0	0.0	0.0	0.0	0.0	10.0	0.50		
	6.0	10.0	6.0	5.0	5.0	6.0	10.0	6.70		
	7.0	10.0	8.0	7.0	8.0	8.0	10.0	8.10		
	3.0	9.0	0.0	2.0	0.0	5.0	10.0	3.60		
	7.0	10.0	6.0	6.0	5.0	6.0	10.0	7.10		
	6.0	10.0	5.0	4.0	5.0	6.0	10.0	6.40		

Town of Prosper, TX

Town Manager Interview Schedule

Friday, January 6, 2023

Meet at Prosper City Hall Lobby - 250 W. First Street, Prosper, Texas 75078

Participating Team Members Meet at 8:30 a.m.

Time	*Town Tour/w Designated Town Staff (Meet @ Town Hall)	**Candidates Lunch/w Town Staff (PD Multi- Purpose Room)	***Presentation Exercise (Town Hall Council Chambers)	Town Council & Staff Presentation Debrief (Town Hall Council Chambers)	****Community Meet & Greet (Town Hall Lobby & Chambers)	*****Council End of Day Debrief (Town Hall Executive Conference Room)
9:00 a.m. - 11:15 a.m.	All Finalists					
11:15 a.m. - 11:30 a.m. Break						
11:30 a.m. - 12:30 p.m.		All Finalists				
12:30 p.m. - 1:00 p.m. Break						
1:00 p.m. - 2:00 p.m.			Finalist A			
2:15 p.m. - 3:15 p.m.			Finalist B			
3:15 p.m. - 3:30 p.m. Break						
3:30 p.m. - 4:30 p.m.			Finalist C			
4:45 p.m. - 5:45 p.m.			Finalist D			
5:45 p.m. - 6:15 p.m.				Staff, GPS		
6:30 p.m. - 8:00 p.m.					All Finalists	
8:00 p.m. - 8:30 p.m.						TC, GPS, ITM

NOTES: * Tour bus and routing planned by Robyn and team; Staff tour guides will be Stuart, Robyn and Hulon. (Bob to do a ride along only)

** Lunch provider / menu...**TBD**; Robyn has lead on coordination.

*** Presentation is to be 20 minutes plus Q&A time; Subject - "Describe the tools, actions and infrastructure required on the part of the Town to prepare the DNT commercial corridor for development."

***Presentations to be recorded by Leigh and posted with to TC SharePoint Site within each candidates folder; post not later than 6:00 p.m.

**** Invitation only; invitees list by TC; e-mail invite to be desinged by Communications team; **e-mail invite to go out NLT December 21st**; candidate spouses invited; use 4 hight top tables in lobby (2) and chambers (2) for the candidates and let invitees move to each area to meet candidates.

*****Michelle - Post meeting with executive session for Town Manager search.

Hotel - OMNI @ The Star; Ron has called Marla for rate / reservation assistance.

Saturday, January 7, 2023

Meet at Prosper City Hall Lobby - 250 W. First Street, Prosper, Texas 75078

Participating Team Members Meet at 8:00 a.m.

Time	Meet/w Town Council (Town Hall Executive Conference Room)	Meet/w Interim Town Manager (Town Manager's Office)	*Candidates Lunch/w Town Council (Town Hall - Community Room)	**Council Interview Debrief (Town Hall Executive Conference Room)	
8:30 a.m. - 9:30 a.m.	Finalist A	Finalist D			
9:45 a.m. - 10:45 a.m.	Finalist B	Finalist A			Finalist A - [REDACTED]
11:00 a.m. - 12:15 p.m.	Finalist C	Finalist B			Finalist B - [REDACTED]
12:30 p.m. - 1:30 p.m.			All Finalists		Finalist C - [REDACTED]
2:00 p.m. - 3:00 p.m.	Finalist D	Finalist C			Finalist D - [REDACTED]
3:00 p.m. - 4:00 p.m.				TC, GPS, ITM	

NOTES: * Lunch provider / menu...**TBD**; Robyn has lead on lead on coordination.

**Michelle - Post meeting with executive session for Town Manager search.

Tuesday, January 10, 2023

Town Council Meeting - Selection of Town Manager

NOTES: Michelle - Post regular meeting with executive session for Town Manager search.

Have employment contract ready for review.

[REDACTED]

November 15, 2022

Mr. Bret Bauer
Co-Founder
Government Professional Solutions

Dear Mr. Bauer:

I am providing this letter and enclosed resume to show my interest in becoming the Town of Prosper Town Manager. I have over twenty-six years of progressive experience in city management, and I believe my background would be a positive fit for the Town of Prosper.

Currently, I am serving as the Nacogdoches City Manager and previously served for over three years as the Deputy City Manager in Denton, Texas and then over eight years as Deputy City Manager for the City of Coppell, Texas. From 2003 to 2009, I worked for the Town of Addison as the Assistant to the City Manager and then Assistant City Manager.

The following are excerpts of why I would be a good fit for Prosper:

- I currently serve as the City Manager in a diverse, full-service city of 33,000 residents that is the County seat and home to Stephen F. Austin State University (SFASU).
- The city budget is \$77 million, with 325 employees. Nacogdoches provides all city services including water, wastewater, and solid waste utilities and a general aviation airport with a flight school for SFASU.
- Prior to Nacogdoches, I served for 24 years in cities located in Dallas-Fort Worth. The most recent was with the City of Denton, which is a fast-growing, full-service, municipality of over 136,000 residents, 1700 employees, and \$1.2 billion operating and capital budget.
- My experience with economic development in fast-growing DFW and delivering excellent city services to a sophisticated and demanding citizenry.
- Years of experience working to bring reinvestment and activities to historic downtowns and working with Main Street and CVB groups.
- My expertise in capital planning and delivery with strategic planning for future growth.
- Working with several Mayors and City Councils over the years and having fostered a cohesive and positive Council-Manager-Staff rapport.
- My resourcefulness and collaboration with the business community, other cities, counties, school districts, universities, non-profits, Councils of Governments, transit authorities, and state agencies.
- Having an enjoyment and personal yearning for civic involvement and volunteerism.
- I deliver organizational excellence by building a city staff that responds with a sense of urgency, is solutions-oriented, is responsive to the City Council and resident's needs.

My philosophy is that municipal service delivery is customer-centric, while promoting a positive organizational culture that cares for each other and fosters professional and personal development.

The challenges cities face is enormous, the high-service demands, economic development growth, and infrastructure needs all with limited resources. I believe that my background working in close knit communities, my personality and work ethic, has prepared me to lead the Town of Prosper into the future.

Enclosed, you will find my resume so that you and the City Council can learn more about my background, work experiences, and qualifications. I welcome the opportunity to discuss further the Prosper Town Manager's position. Please do not hesitate to contact me at [REDACTED]. Thank you for your time and consideration.

[REDACTED]
[REDACTED]
[REDACTED]



SUMMARY OF QUALIFICATIONS

- A purposeful leader with over 26 years of service in municipal government, with twenty-two years of executive/senior leadership.
- An approachable and community-centered person with an emphasis on customer responsiveness.
- An open communicator that has developed an excellent rapport with Mayors & City Council Members, other government policymakers, community, and business leaders.
- Municipal government experience serving in areas including:
 - Budget/Finance -Policy implementation -Public/Private/Non-profit partnerships
 - HR/Employment relations -Parks & Recreation -Public Safety -Communications
 - Organizational leadership -Economic development -Strategic planning
 - Town & Gown relations -Planning & Development -Public Works/Utilities/Engineering
- Exceptional in a collaborative environment with an emphasis on leadership development and mentoring.
- Enjoys spending time with family, physical fitness, a foodie, travel, and music, all with a sense of humor.

PROFESSIONAL EXPERIENCE

CITY MANAGER

AUGUST 2020 - PRESENT

CITY OF NACOGDOCHES, TX (POPULATION 33,000)

- Serving as the Chief Executive Officer for a diverse, full-service organization with 325 employees, \$77 million annual budget.
- One of two City Council appointed employees.
- Provides the direction and leadership for all operational aspects of a complex organization.
- A change agent that develops a culture of excellence for residents, customers, business, and fellow employees.
- The final negotiator for economic development recruitments and retention projects.
- Redirected organization and resources towards City Council priorities and initiatives.
- Advanced the strategic review for long-term development for the city and historic downtown.
- Established an emphasis towards community connectedness and collaboration.

Key accomplishments:

- Directed the concept of establishing organizational core values.
- A fully integrated executive team with positive chemistry and shared leadership model with the CMO.
- Maximized City's financial resources towards re-staffing of key positions in Police, HR, Finance, Engineering, and Planning to enhance operations.
- Refocused resources towards the prioritization for infrastructure investment, neighborhood services, public safety, and quality of life.
- Increased sense of urgency on transparency in staff reporting, delivery of projects, increased citizen responsiveness, and service delivery.
- Negotiated Chapter 380 agreements for a new flight school at the Airport, new housing subdivision, and water park amenities.
- Re-established and fostered positive relationships with community partners: Stephen Austin State University, Nacogdoches ISD, TXDOT, Nacogdoches County, United Way, and Chamber of Commerce.
- Established listening and speaking tours to share city initiatives with the community and city employees.
- Directed the formulation of the City's first Capital Improvement Plan.
- Directed the initiation process for a Comprehensive Land Use Plan and Downtown Master Plan.
- Encouraged the initiation for private investment of downtown buildings and directed the support for evening and weekend entertainment activities.
- Maximized opportunities to re-establish special events with an emphasis towards community spirit and fun.

DEPUTY CITY MANAGER

ASSISTANT CITY MANAGER

CITY OF DENTON, TX (POPULATION 136,000):

APRIL 2019 – AUGUST 2020

MAY 2017 – APRIL 2019

Core Responsibilities include the following:

- Second in charge of a large, fast-growing, full-service, and diverse organization with approximately 1,700 employees and a \$1.2 Billion annual budget.
- Collaborated closely with City Council. Maximized a flow of communication between City Council, CMO, and operating departments.
- Supervised the Water/Wastewater Utilities, Solid Waste, Public Works, Engineering/Capital Projects, Fleet Services, Airport, and Transportation.
- Directed and assisted in the management and oversight of all operational aspects within the city.
- Strategized organizational needs to develop action plans to change organizational culture, enhance service delivery, and correct customer service deficiencies.
- Participated in economic development recruitment and negotiation efforts for major commercial and residential projects within the city.
- Served as the Staff liaison to City Boards and City Council Committees

Key accomplishments:

- Served as a lead in the City's COVID-19 Pandemic response.
- Served as a key participant in the city's largest General Obligation bond program (\$221M) in November 2019.
- Contributed as a negotiator in the city's largest economic development deal: Hunter & Cole Ranch
- Formulated a culture of accountability, customer service, transparency, and a sense of urgency for the city.
- Re-established and fostered positive relationships with key partners: University of North Texas, Texas Woman's University, Denton ISD, North Central Texas Council of Governments, TXDOT, and Denton County.
- Reformatted the Capital Improvement Program into a communicative, understandable, and accountable format.
- Led the negotiations for the Civil Service Meet & Confer agreement between the city and the Denton Police Officers Association.
- Negotiated professional contracts for engineering, architectural services, and pre-construction services.
- Established a Mid-Level Management Development Series that was co-facilitated by City Department Directors.
- Restructured departments to better serve citizens, eliminated duplicative efforts and outdated practices.
- Utilized business-based principles to recommend the elimination of unsustainable programs in Solid Waste.
- Established better relations with downtown businesses and new service delivery models.

DEPUTY CITY MANAGER

JANUARY 2009 – MAY 2017

CITY OF COPPELL, Tx (POPULATION 40,000)

- Served as second in command of a medium-sized, diverse organization that comprises approximately 425 employees and a \$110 Million annual budget.
- Directed all City Departments which included: Human Resources, Engineering/Public Works, Parks & Recreation, Information Services, Finance, Police, Fire, Library, and Planning until July 2012. From July 2012 until May 2017 directed half of the organization with the hiring of a second Deputy City Manager.
- Led and participated in several quality of life and private development projects and efforts within the city.

Key accomplishments:

- Implemented and communicated the Coppel 2030 Vision goals and objectives.
- Advanced the city's re-imaging campaign through the Bold Vision/Big Impact Initiative.
- Resolved citizen complaints and other service issues.
- Collaborated for the successful deployment of a combined public safety dispatch system that serves the Metrocrest cities (NTECC).

Page 2 of 4

- Implemented and deployed several enterprise-wide technology systems.
- Recruited and mentored executive-level employees.
- Recommended and implemented policy directives towards all city operations.
- Collaborated in the sales tax re-authorization referendums.
- Re-engineered the City's Information Technology Department.
- Assisted in the formulation of a combined public safety radio system and fire training facility.
- Spearheaded the City's *Living Well in Coppel* wellness initiative.
- Managed the contract transit services for seniors and disabled citizens.
- Oversaw the successful implementation of city facility and infrastructure construction projects.
- Directed the City's Annual Employee Conference.

ASSISTANT CITY MANAGER/CITY SECRETARY

OCTOBER 2006 TO JANUARY 2009

ASSISTANT TO THE CITY MANAGER

SEPTEMBER 2003 TO SEPTEMBER 2006

TOWN OF ADDISON, Tx (POPULATION 15,000)

- Managed the Parks & Recreation, Visitor Services, Conference Centre, and Municipal Court Departments including the Town's top-rated Internship Program.
- Managed municipal elections, council agenda postings, minutes, and public information requests.
- Coordinated the Addison Citizens Advisory Committee process.
- Developed and managed the Town Manager's and City Council operating budgets.
- Acted as the staff liaison to the Dallas Area Rapid Transit (DART).
- Performed all legislative affairs for the Town.
- Responsible for the bi-annual Citizen Academy program.
- Project manager for public affairs campaign to secure passenger rail service into Addison.

ASSISTANT DIRECTOR – COMMUNITY SERVICES

JUNE 1999 – SEPTEMBER 2003

CITY OF HURST, Tx (POPULATION 35,000)

- Reported to the Deputy City Manager.
- Oversaw the day-to-day functions within the Department.
- Prepared all staff reports for City Council, Library, Historical, and Park Boards.
- Developed and monitored the Community Services Department annual budget.
- Oversaw the Community Development 4B sales tax and miscellaneous project funds.
- Conducted project and contract management for departmental projects.

MANAGEMENT ANALYST

FEBRUARY 1998 TO MAY 1999

INTERIM PURCHASING MANAGER

OCTOBER 1997 TO FEBRUARY 1998

FLEET ANALYST

MARCH 1996 TO OCTOBER 1997

CITY OF CARROLLTON, Tx (POPULATION 105,000)

- Coordinated entire City budget process.
- Conducted reports related to cost accounting, water/sewer rates, and cost of service studies.
- Supervised Purchasing Division staff and operations.
- Developed and managed equipment replacement schedule and coordinated equipment bid specifications and procurement and administered Alternative Fuels Program for compliance.

ADMINISTRATIVE INTERN

JANUARY 1995 – SEPTEMBER 1995

CITY OF LUFKIN, Tx

- Conducted special projects for the City Manager's Office and other departments.

[REDACTED]

EDUCATION

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

PROFESSIONAL AND COMMUNITY ACTIVITIES

Professional Memberships:

- International City/County Management Association (ICMA)
- Texas City Management Association (TCMA)
- East Texas City Management Association (ETCMA)
- Texas Municipal League (TML)

Professional Activities:

- UMANT President (2002); Vice-President (2001); Treasurer (2000); Membership Co-Chair (1999)
- ICMA Workplace Diversity Conference Scholarship Recipient (2001)
- ICMA Emerging Leaders Task Force (2005)
- Graduate of the Senior Executive Institute (SEI) Program at the University of Virginia, July 2006
- ICMA Local Government Management Fellow, Board Member (2006-2019)
- Leadership ICMA Graduate, September 2007
- TCMA Committees: Public Relations, Membership, Mentoring, and Professional Development
- NTCMA At-Large Board Member (2005-07 and 2017-2019)
- 2012 Recipient of the UMANT Joy Sansom Mentor Award
- Participant in the Commandant's National Security Program at the US Army War College, July 2013
- Graduate of the North Texas Commission's Leadership North Texas Class VII
- 2016 Recipient of the Alumnus of the Year University of North Texas, Master of Public Administration

Community Involvement:

- Nacogdoches Rotary Club Member (2020-present)
- Nacogdoches Booster Club Member (2020-present)
- Nacogdoches Charitable Foundation (2021-present)
- Dallas ISD: Site-Based Committee: Anne Frank Elementary, DISD (2003-09)
- Coppell YMCA Board of Managers (2012 to 2017)
- Coppell Rotary Club Member (2010 to 2019)
 - Club Secretary (2012-13), President-Elect (2013-14), President (2014-15)
- Coppell ISD:
 - Mentor to students at Austin Elementary (2011 to 2017)
 - Facilities Visioning Committee: (2015)
 - School Bond Committee: (2015-2016)
 - Band Volunteer: (2016 to 2018)
 - Site-Based Committee: Coppell High School (2016-2018)
- University of North Texas
 - Public Administration Advisory Board (PAAB), Member (2010-2022)
 - Public Administration Advisory Board, Chair (2013-2016)
 - Latino Alumni Network Leadership Group (2019-present)

Candidate Questionnaire

Town Manager

Town of Prosper, Texas



Candidate Information

Full Name (First, Middle, Last): [REDACTED]	Phone/Email Information
Nicknames: N/A	Cell: [REDACTED]
	Home: [REDACTED]
	Email: [REDACTED]

Please answer each of the following questions completely and thoroughly.

1. How many employees and what size budget do you oversee?
There are 325 employees at the City of Nacogdoches.
The current budget size is a total of \$82,357,000.
(Operational funds: \$51,956,000; Capital \$30,401,000)
2. Please explain why you left your last three positions.
I left Addison to become the Deputy City Manager in Coppell. I left Coppell to become the Assistant City Manager in Denton. I left Denton to become the City Manager in Nacogdoches.
3. Are there any gaps in your employment history? *No, there are no gaps in my employment history.*
If so, please explain in detail. *N/A.*
4. What is your proudest professional accomplishment?
Becoming a first-time City Manager in Nacogdoches which is also the community of my undergraduate alma mater and where I chose to get into the city management profession.
5. Briefly describe your experience and skills in developing/maintaining community partnerships.
At every leadership position where I have worked, I have developed a good rapport with the local entities such as the school district, the County, the universities, and Chambers of Commerce. My approach is to learn who are the active groups to engage and reach out proactively to understand their mission, their names and faces, and stay connected. I join civic and business organizations, maintain active memberships, and serve in leadership roles. I serve on various community boards/committees, enjoy volunteering, and speak at events when called upon.
6. Briefly describe your experience and skills in economic and community development.
In Coppell, Denton, and Nacogdoches I have played an influential role in economic development and community development. Each of these communities had different funding structures for these efforts.

Coppell: We relied on sales tax rebates, tax abatements, and land banking for incentivizing economic development. We created a robust tax base as Coppell landed several high-profile businesses in the city. This increased the tax base significantly which leveraged the use of the 4B sales tax for crime control, street maintenance, and parks & recreation amenities. Coppell through the use of land banking created Old Town Coppell which is their version of a small downtown setting with Charleston style homes, a performing art center, a farmer's market, city facilities, a central park, cottage style businesses, and successful restaurants. The 4B sales tax was expanded to allow the full renovation and expansion of the city's park system for active and passive recreation use. I worked directly with the Billingsley Company in the formation and operation of the Cypress Water Municipal Management District which is a 940-acre master planned community of multi-family, retail, office, a lake amenity, and DART rail stop.

Denton: In Denton, we relied on sales tax rebates, tax abatements, tax increment financing (TIF), and impact fee credits for economic development. Staff also incorporated an expedited development review process where developers paid extra fees for a quicker turnaround. We worked closely with UNT and TWU on small area plans to ensure that adjacent neighborhoods were enhanced and protected from student traffic and parking. We boosted historic downtown Denton through the promotion of weekend and evening activities with pubs, restaurants, and the music scene. We worked collaboratively with business owners and the County on a Downtown Master Plan to plan for the future while respecting the historic characteristics of the area and adjacent neighborhoods. A downtown TIF was created to bank revenues for future capital projects which could include a parking garage.

The continual construction on Denton streets and other major roadways such as I-35, SH 380 required staff to work with TXDOT to ensure proactive messaging was clear and timely. As a result, businesses and commuters affected by construction could be informed of travel disruptions. An entire communications plan and team was created just for informing the public and businesses regarding construction. We facilitated a bond committee that reviewed and recommended projects to the City Council. In November 2019, the citizens of Denton overwhelmingly approved a \$221M bond program for street repairs, public safety facilities, and parks.

The city also embarked on a large economic development project by the combining of the Hunter and Cole Ranches into a 6500-acre master planned community. This involved the formation of a municipal management district (MMD) to ultimately build 15,000 single family homes, 5,000 multi-family units, 400 acres of commercial, and 100 acres of industrial developments. We negotiated land banking for the future expansion of city facilities, cash commitments from the developer held in escrow for their pro-rata share of building city facilities, open and recreational space for the public, and guaranteed impact fee rates for utility expansions.

Nacogdoches: In Nacogdoches, the city relies on an economic development fund that has accumulated monies from contributions from the General, Utilities, and Solid Waste funds. The City's economic development efforts are served by the Nacogdoches Economic Development Corporation (NEDCO). NEDCO's President and the City Manager work closely as they occupy office space in City Hall. Nacogdoches does not have a 4B sales tax.

During my time as the City Manager, we have revamped the economic development policies to make it more transparent and protect these funds from unrelated uses. The city negotiated a public private partnership for the creation of a new undergraduate degree aviation program between the city and the airport, with Stephen F. Austin State University, and HCH Aviation LLC to build a state-of-the-art hangar, purchase multiple planes, and a simulator. The city created a housing incentive program to encourage single family development by offering a rebate for each home built after the City issued the certificate of occupancy. The program is zero-risk to the city and designed to bridge the cost gap of public infrastructure that serves the development. The city renegotiated a past incentive agreement with a

water park operator to ensure that performance measures were incorporated to guarantee amenities are built as promised to the public. We are currently in three-way negotiations with a large land owner in the County to voluntarily annex so that a prospective industrial user can obtain city utilities for their future development. This development deal once completed will be a major contributor to the City's tax base and a large utility user.

Upon my arrival in late 2020, the staff has embarked on strategic community planning and investing in infrastructure for the future. The city is currently working on an update to the Comprehensive Land Use Plan and Downtown Master Plan. The Comp Plan scope is also comprised of an Interstate 69 corridor study and housing analysis. The Downtown Plan will ensure that the historic downtown is preserved while taking a critical look at housing, pedestrian access, landscaping, traffic flows, parking, lighting, and other infrastructure needs. The city is very fortunate to have the Hotel Fredonia, a full-service hotel, as an anchor in Downtown. The hotel has been successful from its complete renovation as a result of the Qualified Hotel Project incentive program that allows the city's portion of the hotel tax and the state's hotel tax and sales tax to be rebated to the hotel for a 10-year period.

Over the course of the last 18 months, the city created its first Capital Improvement Program that identified a full review of its capital needs for the next 10-12 years. The City Council held several dedicated workshops to review this material in preparation to address deferred infrastructure investments. The plan is a proposed General Obligation bond program in November 2023 and the issuance of revenue bonds in 2024.

7. Briefly describe your experience and skills in preparing, monitoring, and adhering to a budget.

My entire career in city management has involved working with the budget. In the executive roles I have had over the past 16 plus years, I have relied on the finance and/or budget staff to organize and coordinate the budget. We have established internal service funds to address fleet and other capital equipment needs. While budgeting is done on an annual basis, it is imperative to financially plan 3-5 years into the future. This demonstrates the long-term effects of decisions especially given the stringent revenue caps for cities.

Based on the priorities set by City Council, I work to ensure these are well communicated to the departments at the budget kickoff. The departments are informed of the nature of the revenue situation in advance as they prepare their budgets for the following year. The budget team, City Manager's Office, and departments collaborate on establishing the recommended budgets for the City Council. Council budget workshops are scheduled to allow departments to present a brief overview of the budget by sharing their goals and accomplishments, the issues facing the department, and next year's budget requests. This provides the Council a review of operations to ensure transparency and accountability of the departments.

Regarding the monitoring and adherence of the budget, the city has adopted a number of financial policies. While the City Manager has broad authority, I fully respect and adhere to these policies to ensure there is integrity in our systems and processes. For example, we will never fall below our 25% fund balance policy. In fact, I prefer to maintain extra cushion for contingency purposes. Budget to actual reports is reviewed monthly by Finance and available to the CMO and departments. If there is an outlier, the Finance Director will report it. On a quarterly basis the City Council is sent a recap of the budget and budget amendments are taken to City Council for their approval. All expenditure items taken before the City Council are scrutinized and approved by Finance prior to action being taken. The Annual Comprehensive Financial Report (ACFR) is completed in a timely manner with little to no management findings. The outside auditing firm will validate cash balances from bank records and financial reports.

In summary, my recommended budgets to City Council are balanced as we budget conservatively for revenues and budget aggressively for expenditures. We will live within our means, we maintain healthy reserves, and we do not use one-time monies for recurring expenditures and hope for the best.

8. Briefly describe your experience in providing written and verbal communication to employees and elected/appointed officials?

In my role as City Manager and past positions, I have presented quite often to a myriad of groups as a representative of the city. On a regular basis I send out written communications to our employees. As part of an employee newsletter, I write a "Manager's Message". I enjoy meeting with employees to share what is happening in the community and organization. I have a monthly Manager's meeting which is comprised of 25+ management staff for them to share about any ongoing issues and projects within their operations. As part of the recent Police Chief recruitment, I met with over 50 police department employees to seek their input on the attributes of a new chief. I personally met one on one with employees and surveyed them to get more specific feedback as well.

I meet privately with the Mayor and City Council to review any issues they may need addressing and/or provide them updates. I have extensive experience presenting items before City Council and do present on a regular basis depending on the matter. I speak regularly to community groups, civic organizations, and sit on panels representing the city. The City Manager's Office produces a weekly Friday Update which is a brief recap of recent activities for the week and an outlook for upcoming activities and events.

9. What do you feel are your greatest strengths as a public servant?

Problem solving skills and my quest to find workable solutions to issues.

I am a participatory manager.

I employ a shared leadership style.

10. What areas do you perceive you need to be working on to become a better leader?

I can be impatient at times.

I can lose sight to celebrate successes and mourn our losses.

I should try to have more fun at work and do need to let my guard down at times.

11. Describe your philosophy and approach to building a strong team environment?

As the new Town Manager, I would take the time to learn the organization and develop relationships across all levels. It is important to establish a rapport with the staff and develop a sense of trust.

I encourage an organizational culture that is servant minded, that exceeds expectations and delivers on its commitments. We establish core values and/or guiding principles (our non-negotiables) where everyone regardless of stature is treated with dignity and respect.

I want to be surrounded with people who have the aptitude to learn but more importantly have the positive attitude to serve others. I provide the team with the tools and resources to allow them to do their jobs well. This can be accomplished by taking the time to vision and to think strategically and broadly. Then work towards building the support systems to set the goals, objectives, and outcomes for success.

I am approachable and a good listener so others feel welcome to seek assistance and bring issues when they arise. I challenge people to make decisions and recommendations while also holding them accountable, and incorporate teachable moments when decisions do not go the right way.

Finally, I prefer to work in an environment where we as a group can get to know each other on a personal level. We would learn together and from each other through group book readings, attending trainings/seminars, and enjoying each other's company by socializing together during and after work hours. I enjoy fostering a mentor/mentee relationship as we all can learn from each other through our interactions and experiences.

12. Briefly describe the role of City/Town Manager's in this day in age?

Today's municipal organizations are very complex with many issues happening at once and subject matter experts on staff dealing with these issues. The Manager needs to be less technical and more conceptual with their skillset. The Manager needs to be adaptive to a constantly changing environment, as they seek input and options on difficult issues, and work to build consensus on competing interests in a political environment without being political. The Manager has to be a skilled communicator that tailors the message to resonate with their audience.

Also, in a small/medium size organization, the Town Manager is the culture leader by setting the tone for the organization. The Manager influences the organizational culture and how employees are treated and services are delivered to the community. If the tone set by the Manager is incongruent with culture of the organization, then there needs to be alignment or there could be difficult times ahead.

13. As a part of our overall application process, we may conduct social media, online presence, news, blogs, or similar inquiries or reviews, using Google or similar search engines. Is there any information you have not disclosed, addressed, in this or any other document relating to this search, or which you have not discussed, shared or disclosed with the GPS search consultant, that someone may construe as negative or consequential as it relates to the position for which you have applied?

No, there is nothing that I am aware of that has not been disclosed.

14. The established salary range for this position is \$230,000 - \$260,000, with a great benefit package. Do you have any concerns about agreeing to a salary in this range? *There are no concerns on my part.*

15. How did you hear about this position? (Please be specific)

I saw the posting in the ICMA weekly newsletter and contacted Mr. Bauer to inquire more information. Around the same time, I was contacted by colleagues in the DFW area about the posting. Before I considered applying, I did reach out to Bob Scott to hear more about the organization and he was very complimentary.

16. Have you interviewed, over the past six (6) months, with any other employers, or are you a finalist in any recruitment processes for similar position at this time? If yes, what is the status of any current search processes in which you are involved?

I was a finalist for the City Manager in Addison, Texas but was not named. I am not involved in any other searches.

Due Diligence Questionnaire

Town Manager

Town of Prosper, TX



Candidate Information

Full Name (First, Middle, Last): [REDACTED]	Phone Information
Nicknames: N/A	Cell: [REDACTED]
	Home: [REDACTED]
	Office: [REDACTED]

Please answer each of the following questions completely and thoroughly.

1. Have you been subject to a formal charge regarding a conflict of interest, violation of ethical conduct, malfeasance, or misfeasance in the performance of duties? **No** If so, please explain the circumstances.
2. Have you ever been the subject of an investigation, or censured by a grand jury, board of inquiry or similar body? **No**
If so, please provide details, explain the circumstances and final outcome.
3. Have you been subject to any disciplinary actions, including suspension, probation, or demotion in your adult working career? **No**
If so, please provide relevant details, explain the circumstances and the final outcome.
4. Has any organization, corporation, institution, or former employer dismissed, or asked you to resign for any reason, or from any position? **No** If so, please provide relevant details, and explain the circumstances. **N/A**
5. If you have been in your current, or most recent organization, for less than two years, please describe why you are interested in a career move at this time? **N/A**
6. Have you ever filed for bankruptcy, or taken similar adverse financial action, that may limit your ability to be in a position of fiduciary responsibility, including being bonded? **No**
7. Is there anything, in your personal or professional background history that our Firm, an employer or citizen could possibly, or perceive, view, or interpret as factually or potentially embarrassing to anyone? **No**
Would, or could, this information impair your ability to perform the essential duties of this job if discovered at a later time? **No** If so, please explain, provide details of the circumstances and current disposition. **N/A**
8. Please list all your social media outlets and the usernames for those social media outlets.
Facebook: [REDACTED]
Twitter: [REDACTED]
Snapchat: [REDACTED]

Instagram: [REDACTED]

LinkedIn: [REDACTED]

Pinterest: [REDACTED]

Nextdoor: [REDACTED]

Reddit: [REDACTED]

9. Do you understand that we may disqualify your candidacy from this search if valid, verifiable, and reliable information emerges, contrary to any information you provide us during this process? **Yes**



Internet Research for



www.sfasu.edu

Leading the way: Career in city management brings ██████ back to Nac

When ██████ walked the SFA commencement stage in 1995, he had a small U-Haul trailer packed and connected to his Chevy Blazer, and he was ready to drive back to the DFW area and begin his career. He wasn't sure he would ever return to Nacogdoches, but he was positive about the career he wanted to pursue.

"As a 20 year old, I knew I wanted to work in city management," ██████ said.

██████ confidence was based on his interactions with Dr. Richard Herzog, an SFA faculty member who encouraged him to consider a career in public administration and introduced him to the Lufkin city manager in neighboring Angelina County.

██████ went on to work for several Texas cities, including Denton, Coppell, Addison, Hurst and Carrollton. He earned a master's degree in public administration from the University of North Texas and became involved in professional organizations that include the International City/County Management Association and the Texas City Management Association. And, in the midst of a pandemic, he returned to Nacogdoches as city manager in August 2020.

"Coming back to Nacogdoches has been so rewarding," ██████ said. "I was excited and humbled that the city council had the confidence to appoint me as city manager. Everyone I have met has been friendly and extremely supportive. I am proud of what has been accomplished in our community and on campus during the past 25 years. It has blown me away."

In addition to his academic coursework, ██████ said his participation in the Student Activities Association served as valuable career preparation.

"Having a leadership position during my junior and senior years allowed me to work with fellow students and faculty members to coordinate bringing concerts and other entertainment options to campus," he explained. "The opportunities taught me the collaborative nature of working with other employees and volunteers to meet expectations and execute a successful event."

██████ said the challenges cities face are enormous, with high service-delivery demands and minimal and declining resources. But the day-to-day stresses of the job prepared him well for his first months in Nacogdoches, when in addition to the COVID-19 pandemic, he led the city through hurricane preparation in August and two of the largest winter-weather events in recorded history.

"Regardless of how much you plan, each day is never the same," he said. "We have emergency plans in place to deal with inclement weather, and with Hurricane Laura and the snowfalls and winter storms."

However, ██████ said COVID-19 was a different story.

"Through the devastation of the pandemic, we've learned that good and effective leadership is vital in making it through tough times," he said. "Local governments have finite resources, so working across jurisdictional boundaries is imperative when budgets are squeezed and resources evaporate. The role of the city manager is

to be flexible in approach, clear hurdles, advocate for resources, create avenues for communication and get out of the way so that the subject matter experts can do their jobs. Along the way, the manager should be encouraging and motivating to an exhausted staff, because all of this work is in addition to everyone's normal duties. I can't imagine myself in any other career."

Once again [REDACTED] is using the skills he learned at SFA to ensure that the city, the university, the Nacogdoches Independent School District and Nacogdoches County bring collaboration to a new level to accomplish goals that may previously have seemed out of reach.

"The leaders of each of these entities are meeting regularly and have formed great friendships," he said. "We have set a positive tone and will work together to better our community. I have no doubt that, as a group, we can accomplish so much more than we could on our own."

One of those goals in 2021 is to bring back, within the safe parameters of health guidelines, many of the special events and festivals for which Nacogdoches is known.

"I know many people are ready to get out and travel again, so I encourage alumni to come and see what is going on in Nacogdoches and the exciting changes that are happening on the SFA campus. That charm and hospitality of our community has never been more appealing."

YouTube Links for



1. 






BRET BAUER

M.P.A.
Partner and Co-Founder

SUMMARY

Bret Bauer brings more than 15 years of public sector experience and best practices to his work with public clients. Serving in city management roles in Missouri, Kansas and Texas gave Bret significant experience in utility and budget management, human resources, and economic and community development. Bret's ethics and integrity have also earned him widespread recognition and trust.

EDUCATION

**Master of Public Administration (MPA),
Bachelor of Science, Criminal Justice**
Wichita State University, Wichita, KS

CONTACT

(316) 207-0688

bbauer@governmentpros.com

LINKEDIN:

<https://www.linkedin.com/in/bret-bauer-mpa-icma-cm-b89ab3b3/>

ASSOCIATIONS

International City/County Manager's Association (ICMA)
Government Finance Officers Association (GFOA)
Texas City Managers Association (TCMA), Ethics Committee 2019-2020, Membership Committee 2017-2019
East Texas City Managers Association (ETCMA), Board VP 2019-2020

SPECIFIC EXPERIENCE

Executive Recruitment & Human Resources

- Personally recruited and hired more than 25 employees, including executives and department heads
- Conducted classification and compensation studies
- Developed and managed training exercises for county staff and residents on emergency preparedness and the National Incident Management System
- Conducted ethics training

Budgeting & Finance

- Managed multi-million-dollar municipal budgets, both departmental and annual
- Developed capital improvement programs and strategic plans
- Managed and oversaw payroll processes

Community Strategic Planning

- Created full scope community strategic plans
- Led extensive community engagement efforts
- Conducted multiple stakeholder interviews
- Conducted council retreats with goal setting priorities

Economic & Community Development

- Led numerous economic development successes in new development and redevelopment
- Led successful negotiations with developers

Project & Program Management

- Managed and oversaw Public Works and Parks Departments
- Streamlined departments to operate more efficiently and effectively, including a Build/Code Enforcement department

Utility Management

- Developed, maintained, and managed National Pollutant Discharge Elimination System permits
- Recommended to serve on the Kansas Municipal Energy Agency



CHRIS LOWE

J.D., M.P.A.
Partner and Co-Founder

SUMMARY

Chris Lowe is a dynamic leader and creative problem-solver with a deep affinity for public service. He draws upon 15 years of experience in city management and over 20 years in the public sector to help guide public clients through myriad opportunities and challenges, from economic development and funding, to human resources and utility management.

EDUCATION

Juris Doctor, Marquette University,
Milwaukee, WI

Master of Public Administration (MPA),
Bowie State University, Bowie, MD

**Bachelor of Arts, Political Science and
Government**, University of Kansas,
Lawrence, KS

CONTACT

(785) 766-9104
clowe@governmentpros.com
LINKEDIN:

<https://www.linkedin.com/in/chris-lowe-823bb4173/>

ASSOCIATIONS

International City/County Manager's
Association (ICMA)
Government Finance Officers
Association (GFOA)

SPECIFIC EXPERIENCE

Executive Recruitment & Human Resources

- Personally recruited and hired more than 50 employees, including executives and department heads
- Conducted classification and compensation studies
- Developed and implemented performance measurement programs
- Developed and implemented compliant personnel policies, procedures manuals, and employee handbooks
- Negotiated collective bargaining agreements with unions

Budgeting & Finance

- Developed and managed more than \$75 million in municipality annual budgets
- Supervised competitive bond sales to finance public infrastructure improvements
- Led efforts to refinance bonded indebtedness, saving millions in debt service
- Created and implemented accounting manuals and investment policies

Community Strategic Planning

- Created full scope community strategic plans
- Conducted council retreats with goal setting priorities
- Led extensive community engagement efforts
- Conducted numerous stakeholder interviews

Economic Development

- Developed public private partnerships and negotiated economic development agreements, resulting in new community services, financial savings, and local business expansion
- Secured grant funding for various community improvements, from city lighting to transportation infrastructure
- Administered multi-million capital improvement programs



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/14/2023

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

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

PRODUCER SECURITY SERVICE INSURANCE/PHS 65815020 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251		CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Government Professional Solutions, LLC 104 HARBOR HAVEN ST GUN BARREL CITY TX 75156-4319		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Underwriters Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC# 30104	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ General Liability			65 SBA AG7X1Y	07/13/2023	07/13/2024	EACH OCCURRENCE \$1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000				
			MED EXP (Any one person) \$10,000				
			PERSONAL & ADV INJURY \$1,000,000				
			GENERAL AGGREGATE \$2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			65 SBA AG7X1Y	07/13/2023	07/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
			BODILY INJURY (Per person)				
			BODILY INJURY (Per accident)				
			PROPERTY DAMAGE (Per accident)				
A	☒ UMBRELLA LIAB EXCESS LIAB ☐ OCCUR CLAIMS-MADE DED RETENTION \$ 10,000			65 SBA AG7X1Y	07/13/2023	07/13/2024	EACH OCCURRENCE \$1,000,000
			AGGREGATE \$1,000,000				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A			65 SBA AG7X1Y	07/13/2023	07/13/2024	PER STATUTE OTH-ER
			E.I. EACH ACCIDENT				
			E.I. DISEASE -EA EMPLOYEE				
			E.I. DISEASE - POLICY LIMIT				
A	Professional Liability			65 SBA AG7X1Y	07/13/2023	07/13/2024	Each Claim Limit \$100,000 Aggregate Limit \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER

For Informational Purposes
104 HARBOR HAVEN ST
GUN BARREL CITY TX 75156-4319

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan S. Castaneda

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ACORD 25 (2016/03)

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TOWN OF PEMBROKE PARK, FLORIDA

Executive Recruiting Services for

Town Manager

Prepared by Robert E. September 29, 2023



3040 Holcomb Bridge Rd. Suite A-1 • Norcross, Georgia 30071 • (770) 449-4656 • FAX (770) 416-0848 • E-mail: slavin@bellsouth.net

www.slavin.com

With affiliates in Burlington NC; Louisville, KY; Manteca, CA; and Mesa, AZ

TABLE OF CONTENTS

LETTER OF TRANSMITTAL	1
APPROACH	2
Develop the Recruitment Profile	2
Identify Qualified Candidates	2
Evaluate Prospective Candidates	2
Preliminary Screening and Progress Report	2
Selection and Employment	3
In-depth Screening and Final Report	3
Establish Evaluation Criteria	3
Follow-up	4
Reporting	4
Deliverables	4
Guarantees	4
Project Schedule	5
QUALIFICATIONS AND EXPERIENCE	5
SMC Experience	5
Project Organization and Staffing	5
Project Staffing	6
Robert E. Slavin, President	6
John Kross, ICMA-CM, SMC Southwest Regional Manager	7
Barbara W. Lipscomb, ICMA-CM, CPM, MRP - SMC Managing Consultant	9
Recent SMC Chief Executive Searches Include:	11
REFERENCES	12
WHY SMC	12
COSTS	14
Professional Fees	14
Expenses	15

EXHIBITS

State of Florida Authorization
 State of Florida Fictitious Name Registration
 Sample Recruitment Profile
 Pro Forma Invoice
 Clients
 EEO Statement
 SMC Sexual Harassment Policy
 Minority and Female Placements

LETTER OF TRANSMITTAL



September 29, 2023

Mayor Ashira Mohammed
Town of Pembroke Park
Town Hall
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Via email: ashira.ann@gmail.com

Re: Recruitment Services for Town Manager Search

Slavin Management Consultants (SMC) is pleased to submit this proposal to conduct an executive search for Pembroke Park's next Town Manager. The purpose of this project is to help the Town Commission to develop and agree upon a comprehensive position profile for Town Manager and then to identify, recruit and present outstanding candidates who meet these criteria. Once the profile has been developed and approved by the Town, we will have no difficulty identifying quality prospective candidates and becoming immediately productive. It is normal for a Town Manager search to take between sixty and ninety days to complete. SMC is committed to complete this project within 90 days or sooner.

As a high quality, independent management consulting firm, Slavin Management Consultants is most capable and interested in providing these services to the Town. This proposal commits the highest level of our firm's resources. **I will manage and serve as the primary consultant for this critical project.** I am the owner and president of SMC and am among the most experienced recruiters of governmental managers in the nation. I have a strong and proven commitment to providing exceptional recruitment services to public agencies and have received many accolades supporting this work. *I have the authority to bind the corporation.* Ms. Barbara Lipscomb and Mr. John Kross will assist with this work. Both are highly experienced former local government executives and management consultants. Both have been ICMA Credentialed Managers.

Public sector and not-for-profit executive search work accounts for more than 95% of SMC's recruitment activities. SMC has recruited many executives for the Florida public agencies and for others in all regions of the nation. We are very familiar with Florida's public meetings and open records laws. We are able to recruit well-qualified candidates for our Florida clients who would otherwise not have applied for fear of premature public. We also comply with both the letter and intent of Florida's laws. Our proposed process includes a minimum of three presentations to the full Town Commission or individual Commissioners.

This letter serves as the acknowledgment that the contents of this proposal are true and accurate and that all of the requirements of the Town can be met by SMC.

Thank you for the opportunity to submit this proposal. We look forward to working with Pembroke Park on this highly challenging and very important assignment. If you have questions concerning this proposal, please contact me at (770) 449-4656.

Very truly yours,

SLAVIN MANAGEMENT CONSULTANTS

Robert E. Slavin, President

SMC Contact Information

Robert E. Slavin, President
Slavin Management Consultants
3040 Holcomb Bridge Road, Suite #A-1
Norcross, Georgia 30071

Phone: (770) 449-4656
Fax: (770) 416-0848
email: slavin@bellsouth.net
web site: www.slavinweb.com

APPROACH

We recommend a five-step process as follows:

- Develop job qualifications and requirements for the Town Manager position - the Recruitment Profile
- Identify and recruit qualified candidates
- Evaluate prospective candidates
- Make recommendations, help in selection and facilitate employment
- Establish evaluation criteria and follow-up

Each step of this process is described below.

A. Develop the Recruitment Profile

We will meet with the Town Commission members individually and collectively and with senior staff and community leaders (if the Commission wishes) to learn the Town's needs, focus and requirements such as experience, education and training as well as preferred management style and personal traits. In developing the recruitment profile, we will spend a considerable amount of time at the beginning of the process in Pembroke Park to gather additional information about the Town and to ascertain, the unique challenges of the job and the general environment within which the position functions.

Once we have gained the necessary information, we will prepare a draft recruitment profile and review it with the Town Commission to arrive at a general agreement regarding the specifications for the position. The final profile will include information about Pembroke Park, the Town government, major issues to be faced, the position and the selection criteria established by the Town Commission.

B. Identify Qualified Candidates

We will prepare and post announcements, the recruitment profile and other job tailored materials with professional organizations and associations using both on-line and printed professional media. We will review our database for individuals whom we may already know and/or already have on file who may meet your specifications. We rely heavily on our own contacts in related fields, appropriate social media and on our past experience. In summary, we utilize a comprehensive multifaceted networking program to conduct a professional search focused on identifying the best-qualified candidates and inviting them to apply for the position.

We will acknowledge all resumes received and thoroughly screen all potential candidates.

C. Evaluate Prospective Candidates

Preliminary Screening and Progress Report

Criteria for the preliminary screening will be contained in the approved recruitment profile. They may include such items as education, technical knowledge, experience, accomplishments, management style, personal traits, etc. Screening of candidates against those criteria will be based on data contained in the resume and other data provided by the candidates and on our knowledge of the organizations in which they work. At this stage, each must meet the minimum qualifications specified in the recruitment profile.

We request that all semifinalist candidates complete a tailored supplemental questionnaire through which they provide us, in writing, substantial information about their accomplishments and their management style and philosophy. This information is verified.

We will meet with the Town Commission to provide a progress report on a number of semifinalist candidates. These individuals will be top prospects who clearly meet the Town's specifications for

the position. With guidance from the Town we will narrow the semifinalist candidate group on the basis of refined criteria. During this meeting we will determine which candidates the Town Commission has the most interest in as well as their expectations about the finalist interview process. Included in this discussion will be the type of interview(s) desired, scheduling, if and how any community participation might take place, candidate travel arrangements, interview questions, candidate rating and scoring processes, etc.

D. Selection and Employment

In-depth Screening and Final Report

At this point, we will interview those semifinalist candidates whom the Town has the greatest interest in. Proper "fit" is as important as technical ability. We assess both. In order to better assess candidates' management style and interpersonal characteristics, we personally interview each in his or her present work environment. We will closely examine each candidate's experience, qualifications, achievements, management style and interpersonal skills in view of the selection criteria and our professional expertise in evaluating the quality of such qualifications, skills and achievements.

We conduct in-depth background checks on those individuals who continue to demonstrate their overall suitability for the position. Included are detailed and extensive reference checks which cover a minimum period of ten years. In conducting these, it is our practice to speak directly to individuals who are now or have been in positions to evaluate the candidate's job performance. We ask each candidate to provide us with a large number of references. We then network these references to other persons who know the candidate. In this way, we thoroughly evaluate each candidate. These references and evaluations are combined to provide frank and objective appraisals of the top candidates.

As part of our evaluation process we conduct credit checks and verify undergraduate and graduate college degrees. We also conduct criminal history, civil court records and driving record checks. At the Town's option, we can arrange for assessment centers and/or psychological (or similar) testing of the candidates. (These optional items will result in extra cost.)

We will then meet with the Town Commission to present a group of well-qualified finalist candidates for interviews in Pembroke Park. These final candidates will not be ranked because, at this point, they will all be qualified and it will then be a matter of chemistry between the candidates and the Town Commission that should produce the final selection decision.

Our final report will be presented in a meeting with the Town Commission. This written report is a comprehensive document. It contains our candidate recommendations, details about the search, interview tips, interview questions, candidate evaluation forms and information about legal vs. illegal inquiries. The report also includes the candidate interview schedule as well as our recommendations relative to timing, sequencing, location, setting, format, and conduct of interviews. The report contains comprehensive information about each recommended candidate. This includes educational and experience information, an evaluation of the candidate's experience relative to the criteria established by the Town, a summary of reference comments and a statement of accomplishments and management style prepared by the candidate. Present compensation is also provided for each recommended candidate.

We will provide information about trends in employment, employment contracts and agreements, relocation expenses, perquisites, appropriate roles for spouses, receptions, etc. We arrange schedules for top candidate interviews with the Town and we will coordinate the entire process.

We will properly handle any and all media relations. Unless otherwise directed, it is our standard practice to tell all media that we are working on behalf of the Town of Pembroke Park and that any public statement should come from the Town directly. Under no conditions will we release information to the media unless specifically directed by the Town to do so.

We will notify all unsuccessful candidates of the final decision reached. Finally, will continue to work for the Town until a suitable candidate is recruited and hired by the Town.

E. Establish Evaluation Criteria

Once the new Town Manager has been on board for 30 days or so, we will conduct a session with the

Town Commission and with the new Town Manager to establish mutual performance criteria and goals for the position.

F. Follow-up

We will follow-up with the Town and the new Town Manager during the first year and assist in making any adjustments that may be necessary.

G. Reporting

We will keep the Town informed, involved in decisions and involved in the search process. We will provide frequent progress reports to the Town.

H. Deliverables

Deliverables include the recruitment profile (draft and final), the advertisement (draft and final), the progress report (presented in person), the final report with interview tips, interview schedule, interview questions, candidate resumes, candidate evaluations, candidate writing samples, rating sheets, ranking forms, tabulation forms and appropriate/inappropriate question list and negotiated employment agreement between the Town and the selected candidate.

Approximately twelve semifinalist candidates are presented to the Town at the progress meeting which typically takes place 45 - 50 days after the Town Commission approves the recruitment profile. Generally, about five finalist candidates are presented for interviews with the Town Commission.

I. Guarantees

We provide a comprehensive set of assurances and guarantees to our executive recruitment clients that include:

- We are committed to excellence. We guarantee the highest quality of work and its success in your environment. To accomplish this, we will continue to work with the Town Commission until a satisfactory candidate is selected and accepts employment.
- We guarantee our work and will redo the search if the position is vacated, for any reason, within two years of the employment date of a candidate selected by the Town Commission through our efforts.
- We will never actively recruit any *candidate who we have placed* **nor** will we actively recruit any *employee* from a client organization for at least two years from the completion date of an assignment.
- SMC is an equal opportunity employer and recruiter, and will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, disability or national origin.

J. Project Schedule

The search process normally takes between sixty (60) and ninety (90) days to complete and typically follows the following pattern:

		DAYS			
STEPS		1-30	30-45	45-60	60-360
1.	Develop Search Process, Recruitment Profile and Advertising Program for Town Commission Approval	✓			
2.	Identify Qualified Candidates, Review Data Base, Network, Receive and Review Resumes	✓	✓		
3.	Screen & Evaluate Prospective Candidates		✓		
4.	Progress Meeting and Report		✓		
5.	Interview and Evaluate Prospective Candidates		✓	✓	
6.	Submit Final Report and Recommendations, Assist in Selection, Facilitate Employment			✓	
7.	Establish Evaluation Criteria and Follow-up				✓

QUALIFICATIONS AND EXPERIENCE

SMC Experience

SMC is an independent management consulting firm formed in 1998 and incorporated in the State of Georgia. We operate nationwide from our home office near Atlanta, Georgia. The principal and only stock holder of the firm is Robert E. Slavin. Mr. Slavin has extensive experience as a local government executive and as a management consultant. We have affiliates in Burlington, NC; Manteca, CA and Queen Creek, AZ.

The company provides exceptionally high-quality consulting services to state and local governments, health care providers, transit authorities, utilities, special districts, and private sector clients. Specialty practice areas include executive recruitment, pay and classification, performance appraisal systems, and organization development and training. Our key consultants have conducted successful assignments for hundreds of public sector organizations nationally and offer many references as testimony of our work.

This important engagement will be personally conducted by Mr. Robert E. Slavin with assistance from Ms. Barbara Lipscomb and Mr. John Kross. Mr. Slavin has conducted or assisted in the conduct of more than 850 successful executive searches throughout his career. Members of the proposed search team have conducted executive searches for Slavin Management Consultants as well as for others before joining the firm. All are professional public human resources practitioners with significant direct management experience. All are long-term, active members of a variety of professional organizations and stay abreast of new and changing laws, developments and trends by regularly attending specialized workshops, seminars and annual conferences.

Project Organization and Staffing

This section presents our qualifications to conduct projects of this type and describes the staff to be assigned to the search.

Slavin Management Consultants (SMC) has completed many city/county manager searches over the

years. We have significant successful local government recruitment experience in all regions of the United States and for jurisdictions of all sizes and demographics. This experience includes extensive experience working for Florida local governments. Our Florida local government search clients include the following jurisdictions:

Altamonte Springs
Atlantic Beach
Broward County
Boca Raton
Boynton Beach
Charlotte County
Citrus County
Clearwater
Clermont
Cooper City
Coral Springs
Daytona Beach
Davie
Deerfield Beach
Delray Beach
Destin
Dunedin
Escambia County
Fort Lauderdale
Fort Myers
Fort Pierce
Gainesville
Hollywood
Homestead
Jacksonville Beach
Jupiter
Key West
Lake County
Lake Worth
Lee County
Miami

Miami-Dade County
Manatee County
Martin County
Miramar
Mount Dora
Neptune Beach
North Miami Beach
North Port
Okeechobee County
Orange County
Orange City
Ormond Beach
Panama City
Palatka
Palm Beach County
Palm Beach Gardens
Parkland
Pinellas County
Pensacola
Plantation
Pompano Beach
Polk County
Santa Rosa County
Santa Rosa Island Authority
Sarasota
Seminole County
Sunrise
Titusville
Volusia County
West Palm Beach
Winter Park

Project Staffing

Robert E. Slavin, President

Mr. Slavin is a pioneer in public sector and nonprofit executive search. He is among the best known and respected professional recruiters in the business. He is a frequent speaker before professional groups and he has written several articles for professional journals concerning governmental management. By special invitation, Mr. Slavin assisted the United States Office of Personnel Management to define and set up the Senior Executive Service for the Federal Government.

Mr. Slavin began his local government career in 1967. His experience includes twelve years working directly for local governments and it includes seven years as a principal consultant with the government search practice of Korn/Ferry International, the largest private sector search firm in the world. He headed the local government search practices for Mercer/Slavin, Incorporated, Mercer, Slavin & Nevins and Slavin, Nevins and Associates, Inc. Mr. Slavin now heads the executive search practice for Slavin Management Consultants. Clients include state and local governments, nonprofit and private sector businesses all over the United States. His experience includes search assignments for the 1984 Los Angeles Olympic's Organizing Committee.

Mr. Slavin's experience and qualifications include organizational analysis, classification and compensation studies, and assessment centers and human resource's systems studies.

Before being invited to join Korn/Ferry International, Mr. Slavin served as Assistant City Manager/Director

of Human Resources for the City of Beverly Hills, California.

While at Beverly Hills, Mr. Slavin conducted many executive level recruitment assignments involving nationwide search and placement. Before joining the City of Beverly Hills, Mr. Slavin was the Assistant Personnel Director for the City of San Leandro, California.

Before San Leandro, Mr. Slavin was on the personnel staff of Santa Clara County, California. His assignments included recruitment, classification and selection for the County's Health Department, Medical Center, Transportation Agency, Sheriff's Office, Superintendent of Schools, Fire Marshall, Assessor's Office, Library System and County Recorder's Office.

Mr. Slavin received his Bachelor of Science degree in Political Science from the University of Santa Clara, and has completed the graduate course work for a Master's degree in Public Administration at California State University at Hayward

Organizations (current and past)

- International City/County Management Association
- International Personnel Management Association
- Government Finance Officers Association
- IPMA - Human Relations Commission
- IPMA - Publications Review Committee
- Society for Human Resources Management
- Certified Management Consultant (National Bureau of Certified Consultants)
- National Forum for Black Public Administrators
- Southern California Public Labor Relations Council
- Southern California Municipal Assistants
- Bay Area Salary Survey Committee

John Kross, ICMA-CM, SMC Southwest Regional Manager

SUMMARY

City Manager/Assistant Manager Experience
Department Head; Budget Preparation; Personnel Administration
Staff Development, Succession Planning and Mentoring
Performance and Priority-based Budgeting; Core Services and Strategic Planning
Development Services/Building Safety/Code Enforcement Administration
Economic Development – Substantial Advanced Manufacturing, Semi-conductor, and EV industry
Oral and Written Presentation Skills

EXPERIENCE:

TOWN OF QUEEN CREEK, ARIZONA (1996 – 2022)

Town Manager - Town of Queen Creek, Arizona (Phoenix metropolitan area) (Sixteen Years)

- Chief Administrative Officer for full-service Town. Reports to seven member Town Council (six members elected at-large with directly elected Mayor). Oversees the entire general government operations including general oversight of all 500+ employees, including professional development plans, succession planning and mentoring programs. Manages \$730.7M annual budget, including several special revenue funds, enterprise funds and the capital improvements budget. Implemented performance-based budgeting in FY2007/2008. Directly oversees police, fire, utilities, intergovernmental programs, human resources, IT, development services, and public works. Oversaw the creation of Town's first Police, Fire/Medical, and Utility Services Departments. Conducted reorganization of Finance/HR, Public Works and Community Development Departments including comprehensive organization-wide compensation and classification studies. Oversaw achievement of community's first bond rating; subsequent increases by Fitch and S&P to AA+ in April 2022; Current Board Chair of East Valley Emergency Regional Wireless Communications cooperative (Mesa, Gilbert, Apache Junction, Queen Creek, Rio Verde Fire

District, Gila River Indian Community).

Assistant Town Manager - Town of Queen Creek, Arizona (Two Years) - Assistant Town Manager oversees development services operations (Community Development Department) and Public Works Department; combined operational budgets of \$8M and approximately 60% of the entire organizational staff. Developed Capital Improvement Program a 5-year \$270M program; and oversight of Transportation Improvements Program, a 5-year \$104M program. Completed reorganization and department alignments of services, functions, and staff in order to efficiently meet Council annual goals. Lead negotiator for the Town on multiple development agreements including \$23.5M and \$8.6M downtown developments. Coordinate operations between neighboring and partner agencies related to development and transportation projects. Serve as supplemental staff liaison to citizen committees on transportation and fire services.

Community Development Director - Town of Queen Creek, Arizona – (Eight Years) - Department head position supervising Planning, Building Safety, Economic Development, and Neighborhood Preservation/Code Enforcement Divisions. Responsible for current, long-range land use planning divisions, neighborhood services, building safety, and economic development programs. Supervisor three divisions, 35-person department administering \$2.7M budget and personnel management. Manage and supervise consultant contracts for new public facilities including new development services building and municipal center master plans. Implemented new subdivision and zoning ordinance and comprehensive development impact fees ordinances. Responsible for oral presentations and staff support to the Town Council, Planning and Zoning Commission, Board of Adjustment, Economic Development Commission, Financial Review Task Force and other community groups and organizations. Frequent speaker at State of Arizona Department of Commerce Planning and Board of Adjustment and Arizona Planning Association training workshops. Responsible for coordination and submittal of Arizona Planning Association award winning 1997 Subdivision Ordinance; 1999 award winning Adequate Public Facilities Ordinance (APFO); and 2003 Arizona Planning Association award winning Best General Plan.

TOWN OF GILBERT ARIZONA - (1996 – 1996)

Planner II - Senior planner level position responsible for a variety of projects including large subdivisions and master plans, commercial and industrial projects. Staff planner to Planning and Zoning Commission and Design Review Board. Responsible for project management, plan review of subdivisions, site plans, building elevations, grading and drainage plans and landscape plans. While in this position, served as half-time Town Planner with the Town of Queen Creek, the adjacent municipality until recruited to work for Queen Creek full-time.

TOWN OF WICKENBURG, ARIZONA (Two Years)

Associate Planner/Economic Development Specialist - Technical planning research and evaluation, report writing and presentation on various current land use projects to the Town Council, Planning and Zoning, and Economic Development, Downtown Revitalization Advisory Commissions. Project Manager for Town bike lane project to new 40-acre Municipal Park. Coordinated economic development activities including lead management report and grant writing and database prospect/file management. Strong emphasis on current planning, program design, monitoring, analysis, and implementation particularly with the Town's Housing Rehabilitation Assistance Program funded with CDBG/HOME Program funds. Supervised and managed consultant contracts pertaining to architectural/rehab specialist for the federal HOME program.

CITY OF PHOENIX, ARIZONA – (Eight Months)

Project Management Assistant - Project management staff member in the Neighborhood Services Department, Neighborhood Development Division. Responsibilities included monitoring and evaluating various housing and neighborhood development programs coordinating the activities of the neighborhood development, redevelopment, and rehabilitation divisions. Assisted other sections and staff in developing systems to effectively monitor and evaluate department outreach, marketing, and program usage efforts for various programs. Responsible for systems monitoring, program utilization involving a multitude of funding agencies. Special project work

included trouble shooting problematic cases and issues. Part of a successful interdepartmental team providing extensive in-depth research and writing to obtain a \$4.5 million Lead Based Paint Hazard Reduction federal grant.

TOWN OF WICKENBURG, ARIZONA (Three Years)

Assistant Planner/Economic Development Technician - Completed current and long-range planning activities involving preparing staff reports for subdivisions, zone changes and variances. Assisted in coordination of economic development program promoting the Town as a viable industrial relocation opportunity. Successfully certified the Town as a fully accredited State Department of Commerce Rural Economic Development Initiative (REDI) community. Provided staff research and support to the Economic Development, Planning and Zoning and Downtown Revitalization and Board of Adjustment/Commissions.

RIPON REVITALIZATION CORPORATION, RIPON, WISCONSIN

Economic Development Specialist - Responsible for implementing downtown redevelopment program. Provided plan review and project coordination for new downtown design initiative. Experience with funding mechanisms such as tax increment financing, subsidized small business loan programs, and architectural/design review programs for business improvement districts.

CITY OF TUCSON, ARIZONA

Assistant to City Councilmember (Intern) - Provided staff support for special projects including neighborhood and traffic improvement plans and water conservation. Experience working with downtown neighborhood associations and interest groups involving controversial development issues.

EDUCATION

Bachelor of Arts (B.A.), May 1990, Ripon College, Ripon, Wisconsin

Major: Business Management; Leadership Studies and Public Policy

Master of Public Administration (MPA), May 1998, Arizona State University, Tempe, Arizona

Executive Education Program Certificate: Harvard University, John F. Kennedy School of Government, Sr. Executives in State and Local Government Program

PROFESSIONAL ASSOCIATIONS

International City/County Management Association (ICMA) – Credentialed Manager (CM)

Arizona City/County Management Association (ACMA) –Immediate Past President (2012)

-Co-Chair ICMA Local Host Committee Phoenix 2012 Conference

American Planning Association (APA)

American Institute of Certified Planners (AICP Certificate No. 011525)

Arizona Planning Association (AzPA)

American Society of Public Administrators (ASPA)

Urban Land Institute (ULI)

International Council of Shopping Centers (ICSC)

HONOR SOCIETIES/RECOGNITIONS

John J. DeBolske Professional Excellence Award (2018) recipient from Arizona City County Management Association – highest professional honor bestowed by ACMA

Pi Alpha Alpha – National Honor Society for Public Affairs and Administration

1998 Arizona City/County Management Association Esser Award

Barbara W. Lipscomb, ICMA-CM, CPM, MRP - SMC Managing Consultant

Professional Summary

- Achievement oriented Certified Public Manager (Florida State University), possessing more than

- thirty-five years of progressively responsible experience in municipal administration at the city manager, deputy city manager and assistant city manager levels, primarily in the State of Florida
- Extensive experience with state-level leadership and mentoring of other public managers through the Florida City and County Managers Association
- Extensive experience and success with state and federal intergovernmental relations and special appropriations
- Proven track record for local government and community project development/ redevelopment projects
- Strong financial background, including organization downsizing, and profitability assurance

Professional Experience

City of Greenville, North Carolina

City Manager August 2012 – August 2017 (Retirement)

Greenville, North Carolina, 90,000+ population, \$131.2 M total budget, including \$82.6 million General Fund Budget, 750 full-time employees.

City of Casselberry, Florida

City Manager January 2007 – January 2012

Casselberry, Florida, 26,000 population (approx), \$40.5 million General Government Budget, including \$18 million General Fund Budget

City of Gainesville, Florida

Assistant City Manager February 2004 – January 2007

Gainesville, Florida, 120,000 population, \$212 million General Government Budget, including \$92 million General Fund Budget

Interim City Manager

October 2004 – September 2005

Directed all City of Gainesville general government operations and departments

Assistant City Manager

February 2004 – October 2004

City of Lakeland, Florida

Assistant City Manager

Deputy City Manager, Assistant to the City Manager

May 1986 - February 2004

Lakeland, Florida, 86,000 population, \$250 million total budget

City of Grand Rapids, Michigan

Management Analyst 1982 - 1986

Grand Rapids, MI, 200,000 population, \$200 million total budget

Administrative Assistant, Community Enrichment Services Group **Education**

University of North Carolina, Chapel Hill, N.C.

Master of Regional Planning

University of Georgia, Athens, GA

BA (Geography and Political Science)

Professional Certifications

- International City/County Managers' Association (ICMA), Credentialed Manager - 2004
- Florida State University, Certified Public Manager - 2003
- Florida Public Labor Relations Association, Certificate in Labor Relations - 2003
- National Forum for Black Public Administrators Executive Leadership Institute - 1988-89
- Florida Redevelopment Association Certified Redevelopment Administrator - 2011

Recent SMC Chief Executive Searches Include:

CLIENT	POP	SEARCH FOR	START DATE	FINISH DATE	STAFF ASSIGNED (Mgr/Asst)	Contact Information
Buncombe County, NC	260,000	County Manager	10/29/18	1/7/19	Slavin/Lipscomb	Chair Brownie Newman (828) 243-0107 newman@buncombecounty.org
Corpus Christi, TX	285,000	City Manager	12/13/18	4/10/19	Slavin/Wenbert	Mayor Paulette M. Guajardo (361) 826-3100 paulette.guajardo@cctexas.com
Corinth, TX	20,600	City Manager	8/15/16	12/3/16	Slavin/Krings	Guadalupe Ruiz Human Resources Director (940) 498-3277 gruiz@cityofcorinth.com
Danville, KY	17,000	City Manager	9/16/20	11/30/20	Slavin/Frank	Mayor Mike Perros (859) 238-1200 mayor@danvilleky.org
Daytona Beach, FL	68,900	City Manager	12/08/20	03/12/21	Slavin/Lipscomb	James Sexton (386) 671-8200 sextorj@codb.us
Dothan, AL	68,500	City Manager	9/12/18	3/21/19	Slavin	Mayor Mark Saliba (334) 615-3110 mayor@dothan.pog
Durango, CO	19,071	City Manager	2/4/20	7/3/20	Slavin/Krings	Mayor Kim Baxter (970) 375-5005 kimbaxter@durangogov.org
Georgetown County, SC	61,000	County Administrator	11/22/19	3/11/20	Slavin/Lipscomb	Board Chair John Thomas (843) 327-3718 johnthomas@gtcounty.org
Greenville, NC	84,500	City Manager	3/15/17	6/11/17	Slavin	Mayor PJ Connelly (252) 329-4419 amthomas@greenvillenc.gov
Maplewood, MO	8,100	City Manager	3/15/21	6/14/21	Slavin	Mayor Nikylan Knapper (314) 325-9033 n-knapper@city of maplewood.com
Mount Dora, FL	12,500	City Manager	Current	Current	Slavin	Sharon Kraynik Human Resources Dir Ph: (352) 735-7175 krayniks@ci.mount-dora.fl.us
Mount Rainier, MD	8,100	City Manager	3/04/21	7/08/21	Slavin	Mayor Celina Benitz (301) 985-6585 mayorbenitez@mountrainiermd.org
Metro/Plan Orlando	3-County MPO	Executive Director	3/23/18	6/1/18	Slavin	Mr. Jason S. Loschiavo, CPA Director of Finance & Admin MetroPlan Orlando (407) 481-5672 Ext. 310 jloschiavo@metroplanorlando.org
Quitman, GA	3,703	City Manager	3/17/21	8/03/21	Slavin/Lipscomb	Mayor Nancy Dennard (229) 263-4166 ndennard@quitmanga.gov
Volusia County, FL	550,000	Deputy County Manager	3/18/19	7/21/19	Slavin/Lipscomb	Mr. George Recktenwald County Manager (386) 736-5920 grecktenwald@volusia.org

REFERENCES

Jackie Wehmeyer
Human Resources Director
City of Parkland
6600 University Drive
Parkland, FL 33067
(954) 757-4134
City Manager Search (2019)
jwehmeyer@cityofparkland.org

Mr. Jared Jones
Assistant City Manager
City of Panama City
501 Harrison Ave.
Panama City, FL 32401
City Clerk/Treasurer (CFO) Search (2021)
jjones@pcgov.org

Commissioner Jeff Kinnard
Citrus County County
110 N. Apopka Ave. Room 100
Inverness, FL 34450
(352) 341-6560
County Manager Search (2022)
Jeff.kinnard@citrusbocc.com

Jeremy Wiggins, PHR
Human Resources / Risk Manager
City of Orange City
205 East Graves Ave.
Orange City, Florida 32763
(386) 775-5457
City Clerk Search 2022
jwiggins@ourorangecity.com

George Recktenwald
County Manager
Volusia County
123 W. Indiana Street
DeLand, FL 32720
(386) 736-5920
Deputy County Manager Search (2019)
grechtenwald@volusia.org

WHY SMC

SMC uses a "critical path" search process which allows our clients to focus attention on the selection process rather than on identifying, recruiting, screening and evaluating candidates. We understand that each client's need for key executives is different and that there is no "best" person for all situations. The best prospects are typically happily employed and not responding to advertisements. These people need to be found and encouraged to become candidates. They are understandably reluctant to apply for positions when their interest could become a matter of public information prior to being assured that the Town is interested in their candidacy. Our approach to this assignment will reflect the unique qualities of Pembroke Park. It will honor the interests of candidates to the extent possible under Florida law.

Florida's strong public disclosure laws have a direct impact on governmental recruitment in the State. We work within the letter and the intent of these laws and still are able to recruit exceptional candidates for our Florida clients who would not apply directly for fear of premature public disclosure of their interest.

In considering our proposal we point out several factors about our firm and our approach that will be of significant benefit to the Town:

- We are results oriented. Once the recruitment profile is approved, we "lock" into the criteria established and carefully identify, recruit and evaluate candidates who meet **your criteria**. We do not simply bring forward candidates whom we may already know.
- Our key staff members have extensive experience in conducting executive searches for the public sector throughout the nation.
- We are committed to complete client satisfaction. Our successful placement-oriented approach will ensure that the project work is practical, realistic, timely and that it has the full commitment and support of the Town Commission so that a successful placement will be facilitated.
- We use discount airfares and leverage trips between clients whenever possible to reduce expenses to our clients.
- We are leaders in the field of executive search in the public sector and our methodologies are state-of-the-art. We can address all aspects of your assignment.
- Our experience includes large and small organizations, and chief executives and subordinate level positions. More than 95% of our placements have remained in our client's positions for more than five years.
- Our style is interactive, that is, we strive to build a partnership with our clients.
- We are experts in EEO/AA recruitment.

COSTS

Professional Fees

Our fees are based on a rate schedule that reflects the experience of the individual assigned. We use a flat fee rate schedule. Therefore, there are no project limitations based on annual salary. For this assignment we are proposing to use only consultants who have specific experience on similar assignments for other clients. We will use senior consultants where appropriate and to reduce the overall cost. We will use staff consultants when feasible. The following tables show the level of involvement by project step and cost.

PROJECT COSTS					
STEPS	ASSIGNED HOURS (Approximate)			RATE (Hr)	FEES
	Project Manager	Consultant	Total		
1. Project Planning/Develop/Update Position Profile/Prepare Advertising	34		34	80	\$2,720
2. Identify & Recruit Candidate/ Acknowledge Resumes	34		34	80	\$2,720
		35	35	35	\$1,225
3. Preliminary Candidate Screening	14		14	80	\$1,120
		4	4	35	\$140
4. Progress Report to the Town/ Reduce Candidate Pool	12		12	80	\$960
		8	8	35	\$280
5. In-depth Candidate Evaluation (Includes on-site consultant interviews with semifinalist candidates)	38		38	80	\$3,040
		18	18	35	\$630
6. Arrange for & Schedule Final Interviews	4		4	80	\$320
7. Prepare Final Report with Interview Questions and Selection Criteria	8		8	80	\$640
		16	16	35	\$560
8. Present Final Report and Attend Interviews	12		12	80	\$960
9. Assist in Employee Selection	2		2	80	\$160
10. Negotiate Employment Agreement	4		4	80	\$320
11. Establish Performance Goals	6		6	No Charge	\$0
12. Follow-up	4		4	No Charge	\$0
TOTAL HOURS	172	81	252		
TOTAL PROFESSIONAL FEE					\$15,795

Expenses

Consultant Travel Costs: The client pays direct cost for all necessary consultant travel using coach or, when available, lower air rates, corporate hotel rates at moderately priced properties (Holiday Inn or equivalent), rental cars, using the corporate discount and normal meals. Client controls these costs in the following ways: (1) when appropriate, consultants will accomplish multiple purposes when traveling and will allocate costs to multiple clients; (2) the client pre-approves all work plans including all consultant (and candidate) travel.

Office Costs Include: Telephone (\$350 flat fee, billed in two installments), FAX, postage, messenger, copier, and clerical costs.

Average Advertising Costs: Normally about \$2,000. Client controls these costs because the advertising program will be approved by the Town Commission prior to implementation.

Expenses for the executive search project described in this proposal will not exceed 55% of the professional fee (\$8,687.25). Therefore, the total not-to-exceed cost to the Town Commission for the proposed work will be no more than \$24,482.25. The cost for final candidates to travel to Pembroke Park for interviews is not covered by this proposal. Such costs are typically paid by the Town Commission on a reimbursement basis, directly to the candidates, and controlled through the Town Commission's prior approval of the finalist candidates. These costs vary depending on candidate location, espousal involvement, time required for candidates to be in Pembroke Park, etc. For budgeting purposes, an average cost of between \$450.00 and \$650.00 per candidate would be appropriate. About five candidates are normally recommended for interviews.

Should the Town Commission's needs result in additional project scope that significantly increases costs, it may be necessary to increase the expense budget for the project.

Your liability to Slavin Management Consultants for services rendered under this agreement will not exceed the agreed upon price unless an increase is authorized by you in writing.

We will submit monthly invoices for fees and expenses. It is our practice to bill 30% at the start of the searches, 30% at the end of thirty days, 30% at the end of sixty days, and the remaining 10% shortly after the time the new Town Manager accepts employment with the Town Commission. Each invoice will be payable upon receipt for professional services.

Expenses will be billed in addition and shown as a separate figure. Attached is a pro-forma invoice showing the level of accounting detail we will provide.

We will comply with all applicable laws, rules, and regulations of federal, state, and local government entities.

Our ability to carry out the work required will be heavily dependent upon our experience in providing similar services to others, and we expect to continue such work in the future. We will, to the degree possible, preserve the confidential nature of any information received from you or developed during the work in accordance with our professional standards.

We assure you that we will devote our best efforts to carrying out the engagements. The results obtained, our recommendations, and any written material provided by us will represent our best judgment based on the information available to us. Our liability, if any, will not be greater than the amount paid to us for the services rendered.

This proposal constitutes the agreement between us. It cannot be modified except in writing by both parties. Our agreement will be interpreted according to the laws of the State of Florida.

EXHIBITS

State of Florida

Department of State

I certify from the records of this office that ROBERT E. SLAVIN, INC. is a Georgia corporation authorized to transact business in the State of Florida, qualified on December 3, 1999.

The document number of this corporation is F99000006234.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 13, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of January,
2021*



Randy Lee
Secretary of State

Tracking Number: 1516065692CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida

Department of State

I certify from the records of this office that SLAVIN MANAGEMENT CONSULTANTS is a Fictitious Name registered with the Department of State on November 19, 2013.

The Registration Number of this Fictitious Name is G13000113499.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Twentieth day of November, 2013.*

Ken Detmer

Secretary of State



900254018915-112013-G13000113499

For additional details, visit the following URL: <https://efile.sunbiz.org/certauthver.html>

Citrus County, Florida

Invites your interest in the position of

COUNTY ADMINISTRATOR



ABOUT CITRUS COUNTY, FLORIDA

Citrus County was established in 1887 by the Florida Legislature. It is located in the west central portion of Florida. As of the 2020 census, the County's population was 153,843. The County covers 773 square miles of which 582 square miles is land and 192 square miles is water. The County seat is Inverness and it's largest community is Homosassa Springs. Citrus County comprises the Homosassa Springs, Florida Metropolitan Statistical Area.

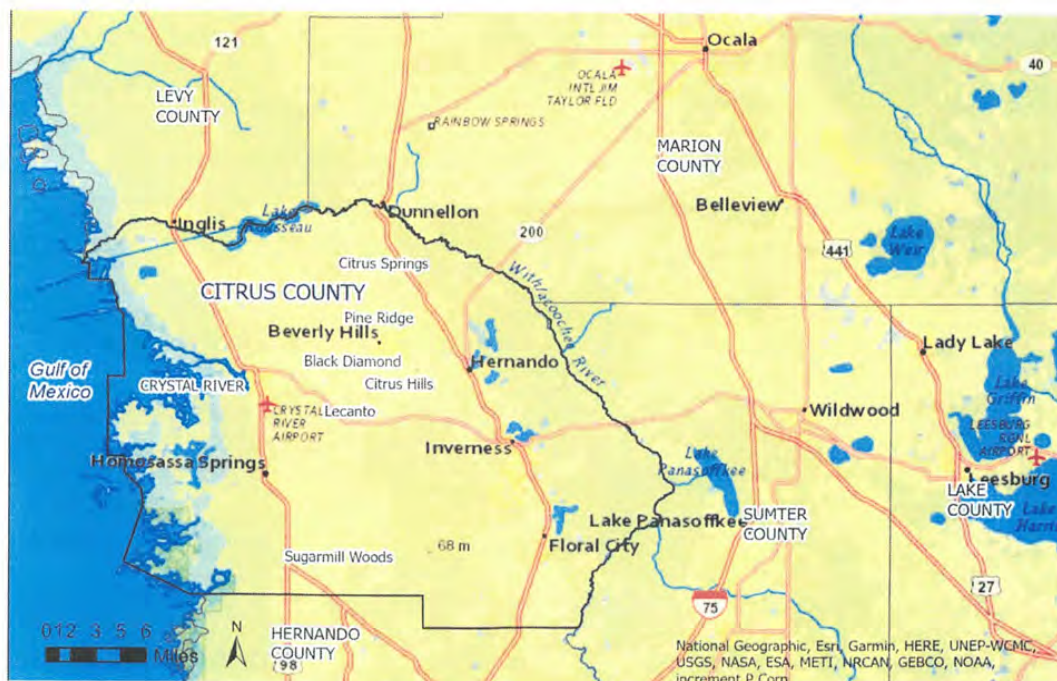
The County is home to many retirees, however, it is looking to expand its economic base. Citrus County's current financial base includes small business, health care, agriculture, banking and related financial institutions, as well as a large utility company.

There are a number of uninhabited and/or sparsely inhabited coastal islands that can be accessed via watercraft. While some of the Citrus County islands are state lands thus available for public use for recreational opportunities, many other Citrus County islands are either wholly or partially owned by private parties.

Citrus County is a community filled with welcoming small towns and the wonder of natural Florida. Centrally located on the Gulf Coast, Citrus County boasts a relaxed lifestyle with plenty of opportunities for recreation and entertainment in an unspoiled environment. Living in Citrus is to enjoy world-class scenery, a superior schools system, excellent medical care, and local charm.

Like all Florida residents, those living in Citrus County are not subjected to any state income tax. However, unlike some of the more urban parts of the state, Citrus County residents enjoy a relaxed atmosphere where they don't have to worry about high prices that you might find in many popular tourist areas. The cost of living is very reasonable in Citrus County.

CITRUS COUNTY, FLORIDA



THE CITRUS COUNTY GOVERNMENT

Since 1980, Citrus County has operated under a Commission/Administrator form of government. The Board of County Commissioners (BOCC) serves as the board of directors and is responsible for establishing policies and procedures. The BOCC is comprised of five members who are elected by Citrus County citizens. The five members represent five districts. They are elected to four-year terms. Commissioners must reside in one of the five districts to qualify for office although they are elected "at large" by all voters in Citrus County. In addition to the members of the BOCC, Citrus County citizens elect the following constitutional officers: the Clerk of the Circuit Court, Judicial Services, the Property Appraiser, the Sheriff, the Supervisor of Elections and the Tax Collector.

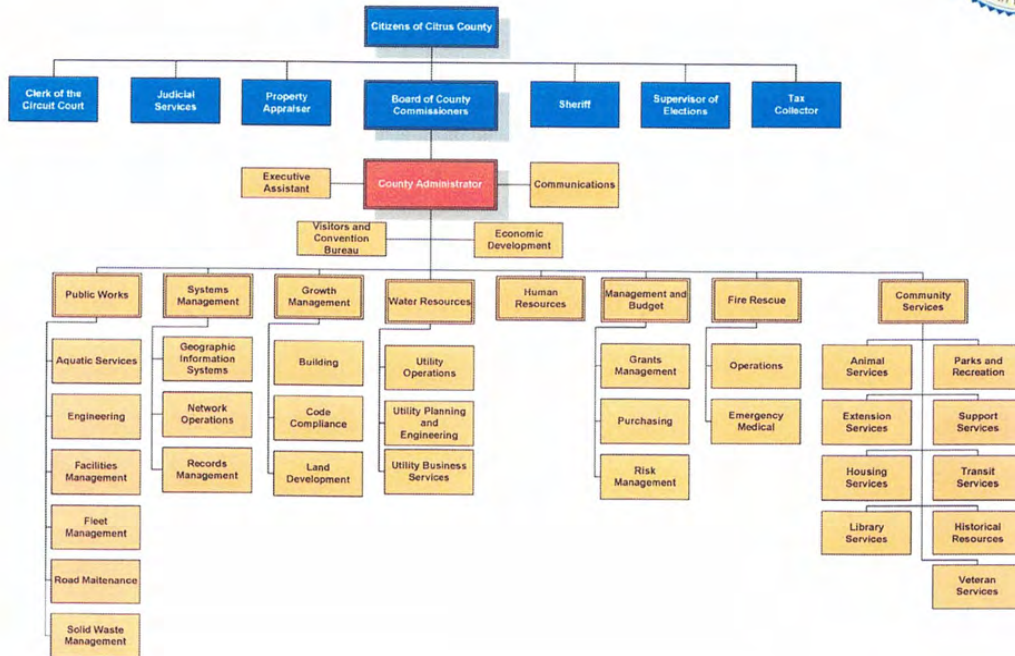
The County Administrator is appointed by and serves at the pleasure of the Board of County Commissioners. According to the Citrus County Administrative Regulation 2.01-8, the County Administrator oversees ten County departments with twenty-five divisions and two offices under the Board of County Commissioners and serves the Board as its agent in administrative matters. The Administrator serves as the liaison between the Board of County Commissioners and the citizens of Citrus County. The Assistant County Administrator assists with routine administrative functions and agenda development and presentation.

The County Administrator manages a wide range of services including Public Works, Systems Management, Community Services, Growth Management, Water Resources, Human Resources, Management and Budget, Visitors and Convention Bureau, Fire Rescue, and Economic Development. The County employs approximately 750 FTEs and has a current total budget of \$398,490,010.

More information about Citrus County is available on the web at: www.citrusbocc.com.



CITRUS COUNTY, FLORIDA
BOARD OF COMMISSIONERS
 Organizational Chart



CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

Jeff Kinnard DC

District 1

Ronald Kitchen

District 2/Chair

Ruthie Davis Schlabach

District 3

Scott Carnahan

District 4

Holly Davis

District 5



Crystal River Historic Downtown

ISSUES AND OPPORTUNITIES

- The County is in the process of developing and implementing a Strategic Plan.
- The County is in good financial condition but will need to increase revenue to meet projected future needs.
- With significant growth occurring in Citrus County, the County need to be “in front” of the growth and be an active participant in it.
- To attract higher paying jobs, the County needs assertive economic development leadership to recruit new employers to its industrial parks and other available industrial and commercial sites.
- County infrastructure is in need of repair and improved maintenance—the County needs to take care of existing assets.
- Suncoast Parkway Intersection Planning needs to be completed to support the completion of the Suncoast Parkway in Citrus County
- County employee pay is perceived to be low - a pay study is currently underway to address this issue.
- There are a significant number of vacant County positions which need to be filled.
- The County’s natural resources and small town charm are highly valued and need to be protected.

CITRUS COUNTY, FLORIDA

Vision Statement

A welcoming, economically vibrant community where people and nature live in harmony.

Mission Statement

To manage growth and foster prosperity by prioritizing the protection of environmental assets, the development and maintenance of infrastructure, and the health, safety, and well-being of its citizens.

Core Values

Transparency
Respect
Stewardship
Integrity
Accountability
Innovation

Strategic Goals

- Update and retain a dynamic Comprehensive Plan that implements smart growth strategies to guide future development.
- Lead and manage through multiple partnerships to attract and retain talent to grow and diversify the local economy.
- Prioritize the protection and improvement of environmental assets.
- Cultivate an environment that encourages entrepreneurial spirit and economic development while ensuring all citizens are connected to resources that provide a path to prosperity.
- Invest in infrastructure sufficient to support protected growth with priority given to correcting current infrastructure deficits.
- Develop/establish a comprehensive system of care for mental and physical health that will address the growing need for services by all citizens.
- Broaden the County's tax base and plan for early education to develop skills needed to ensure a prosperous future to cultivate business growth.
- Provide fiscal and environmental stewardship and facilitate the growth of the County's healthcare, medical and public safety workforce.





Crumps Landing in Homosassa

THE COUNTY ADMINISTRATOR

Under the Board of County Commissioner's general oversight, the County Administrator serves as the administrative head of the County government, overseeing the daily operations of Citrus government and executing the policies and directives of the BOCC.

Among other duties and responsibilities, the County Administrator:

- Serves as the chief administrative officer of the County
- Executes the policies, directives, and legislative actions of the BOCC
- Directs and coordinates operations of the County
- Prepares annual operating and capital budgets for the BOCC and requires such reports, estimates and statistics as necessary from County departments and agencies
- Supervises the expenditure of appropriated funds
- Prepares financial and administrative reports for the BOCC
- Administers County personnel policies including salary and classification plans approved by BOCC
- Employs County personnel subject to BOCC appropriation of funds for the purpose
- Responds to requests for information and/or assistance from individuals, business and private organizations, other governments and community groups
- Works with elected officials (local, state and national) to ensure that all County departments operate in the most efficient and effective way to provide services and accountability to the County's taxpayers (residents)
- Ensures that departments are responsive to and respectful of the various constituents in the community
- Performs other duties as required by the BOCC.

REQUIREMENTS

Minimum Training and/or Experience: Bachelor's Degree in Public Administration, Business Administration or related field; Master's degree in Public Administration or Business Administration is preferred. Minimum of seven years of local government experience including four years of executive level experience or an equivalent combination of education and experience. Prefer experience gained in a county government or other large, multifaceted organizations providing similar services. Florida experience is preferred but not required.

Required Interpersonal Characteristics, Personal Qualities and Professional Strengths

- Respects the role of the Board of County Commissioners as policy makers and the County Administrator's role as "running the County".
- Able to work effectively with five commissioners - treats them all equally and fairly.
- Available and responsible to the Commission.
- Approaches issues and opportunities with a "yes we can" attitude.
- Has a "get things done" mentality.
- Strong and not easily intimidated.
- A capable manager who does not micro manage.
- Willing to make a long-term commitment to Citrus County and does not view the job as a professional stepping stone.
- Strong commitment to providing excellent customer service.
- Supportive of staff.
- Skilled at attracting, developing, and retaining employees.
- Employee relations – communicates effectively with staff.
- Finance and budget management.
- Revenue enhancement.
- Economic Development.
- Forward focused; sees big picture but stays abreast of current work.





The compensation for the County Administrator will be highly competitive and will include a generous benefit package. The County will pay reasonable and customary moving expenses.

To apply: The position will remain open until filled and the process will move forward immediately upon receipt of an adequate pool of well-qualified applicants. A first review of resumes is scheduled for August 19, 2022. If interested, please email your resume and cover letter with salary expectations right away to



Robert E. Slavin or Barbara Lipscomb
SLAVIN MANAGEMENT CONSULTANTS

3040 Holcomb Bridge Road, A1

Norcross, Georgia 30071

Phone: (770) 449-4656

Fax: (770) 416-0848

E-mail slavin@bellsouth.net



For additional information about this position, contact Robert E. Slavin or Barbara Lipscomb at Slavin Management Consultants by phone at (770) 449-4656 or by email at slavin@bellsouth.net.

Note: Under Florida Law, resumes are public documents and will be provided to the media upon request. Please call prior to submitting your resume if confidentiality is important to you.

Citrus County is an Equal Opportunity Employer

PRO FORMA INVOICE

INVOICE DATE: _____

CLIENT: _____

ADDRESS: _____

CITY, STATE: _____

Progress billing for professional services
rendered in connection with our agreement:

(Invoice __ of __) \$XXXX.XX

Reimbursable expenses at cost:

Airfare	\$ XXX.XX
Hotel	XX.XX
Ground Transportation	XX.XX
Meals	XX.XX
Tips	XX.XX
Telephone	XXX.XX
Clerical Support	XXX.XX
FAX	XX.XX
Messenger Service	XX.XX
Copies	XX.XX
Postage	XX.XX
Misc. Direct Costs	XX.XX
Total Expenses	\$XXXX.XX
TOTAL INVOICE	<u>\$XXXX.XX</u>

CLIENT LIST BY CATEGORY

The following list of clients represent organizations for which our principal Consultants performed significant project work. This client list spans thirty years of experience of SMC consultants. Please contact SMC if you desire to speak with the individuals who were project contacts.

MUNICIPALITIES

Aiken, South Carolina	Corpus Christi, Texas
Albany, Georgia	Corta Madera, California
Alpharetta, Georgia	Corinth, TX
Altamonte Springs, Florida	Creedmoor, North Carolina
Anaheim, California	Culver City, California
Ann Arbor, Michigan	Dallas, Texas
Arlington, Texas	Danville, Kentucky
Arlington Heights, Illinois	Davenport, Iowa
Arvada, Colorado	Davie, Florida
Atlanta, Georgia	Daytona Beach, Florida
Atlantic Beach, Florida	Decatur, Georgia
Asheville, North Carolina	Decatur, Illinois
Auburn, Maine	Delray Beach, Florida
Aurora, Colorado	Del Rio, Texas
Austin, Texas	Denton, Texas
Bartlesville, Oklahoma	Destin, Florida
Bentonville, Arkansas	Dothan, Alabama
Bergenfield, New Jersey	Dubuque, Iowa
Berkeley, California	Duluth, Georgia
Beverly Hills, California	Dunedin, Florida
Birmingham, Alabama	Durango, CO
Bisbee, Arizona	Durham, North Carolina
Blacksburg, Virginia	Eagle Pass, Texas
Bloomington, Illinois	East Brunswick Township, New Jersey
Bothell, WA	Edmond, Oklahoma
Boynton Beach, Florida	Elgin, Illinois
Branson, Missouri	Enfield, Connecticut
Brea, California	Englewood, Colorado
Bridgeport, Connecticut	Escondido, California
Broken Arrow, Oklahoma	Evanston, Illinois
Brownsville, Texas	Fort Collins, Colorado
Bryan, Texas	Fort Pierce, Florida
Burbank, California	Fort Lauderdale, Florida
Camarillo, California	Fort Smith, AR
Carson, California	Fort Worth, Texas
Cary, North Carolina	Frankfort, Kentucky
Casper, Wyoming	Franklin, Tennessee
Chapel Hill, North Carolina	Frisco, Colorado
Charlotte, North Carolina	Gainesville, Florida
Cherry Hills Village, Colorado	Gainesville, Georgia
Chesapeake, Virginia	Galesburg, Illinois
Clearwater, Florida	Garden City, New York
Cleveland, OH	Glastonbury, Connecticut
Clinton, SC	Glendale, Arizona
Columbia, Missouri	Glen Ellyn, Illinois
Columbus, Georgia	Golden, Colorado
Concord, New Hampshire	Grand Rapids, Michigan
Coral Gables, FL	Greensboro, North Carolina
Coral Springs, Florida	Gulfport, Florida

Hardeeville, SC
 Hemet, California
 Hercules, California
 Highland Park, Illinois
 Hollywood, Florida
 Homestead, Florida
 Huntington Beach, California
 Independence, Missouri
 Independence, Kansas
 Iowa City, Iowa
 Jacksonville Beach, Florida
 Jupiter, Florida
 Kalamazoo, Michigan
 Kansas City, Missouri
 Lake Worth, Florida
 Lakewood, Colorado
 Lapeer, Michigan
 Laramie, Wyoming
 Laredo, Texas
 Lenexa, Kansas
 Liberty, Missouri
 Lillburn, Georgia
 Little Rock, Arkansas
 Long Beach, California
 Longmont, Colorado
 Manassas, Virginia
 Mansfield, Massachusetts
 Maplewood, Missouri
 Marshfield, Missouri
 Miami Beach, Florida
 Milwaukie, Oregon
 Minneapolis, Minnesota
 Miramar, Florida
 Modesto, California
 Muscatine, Iowa
 Neptune Beach, Florida
 Newark, Delaware
 New Smyrna Beach, Florida
 Norfolk, Virginia
 Norman, Oklahoma
 North Las Vegas, Nevada
 North Miami Beach, Florida
 Northglenn, Colorado
 North Port, Florida
 Norwich, Connecticut
 Oberlin, Ohio
 Ocean City, Maryland
 Oceanside, California
 Olathe, Kansas
 Oklahoma City, Oklahoma
 Orlando, Florida
 Oxnard, California
 Paducah, Kentucky
 Palm Bay, Florida
 Palm Beach Gardens, Florida
 Palo Alto, California
 Panama City, Florida
 Park Ridge, Illinois

Pasadena, California
 Peoria, Illinois
 Phoenix, Arizona
 Pittsburg, Kansas
 Pompano Beach, Florida
 Portage, Michigan
 Pueblo, Colorado
 Richmond, California
 Richmond, Virginia
 Riverside, California
 Riverview, Michigan
 Roanoke, Virginia
 Rock Hill, South Carolina
 Rockville, Maryland
 Sacramento, California
 St. Louis Park, Minnesota
 Salem, Oregon
 San Diego, California
 San Fernando, California
 San Francisco, California
 San Jose, California
 San Juan Capistrano, California
 Sandersville, Georgia
 Santa Ana, California
 Santa Monica, California
 Sarasota, Florida
 Shaker Heights, Ohio
 Simi Valley, California
 Sioux City, Iowa
 Snellville, Georgia
 South Brunswick Township, New Jersey
 Springfield, Missouri
 Steamboat Springs, Colorado
 Stratford, Connecticut
 Storm Lake, Iowa
 Sunnyvale, California
 Sunrise, Florida
 Takoma Park, Maryland
 Topeka, Kansas
 Titusville, Florida
 Thornton, Colorado
 Traverse City, Michigan
 Topeka, Kansas
 Turlock, California
 Upper Arlington, Ohio
 Urbana, IL
 Urbandale, Iowa
 Valdez, Alaska
 Venice, FL
 Virginia Beach, Virginia
 Waco, Texas
 Warrensburg, Missouri
 Washington, Illinois
 West Des Moines, Iowa
 West Hartford, Connecticut
 West Hollywood, California
 West Palm Beach, Florida
 Wichita, Kansas

Windham, Connecticut
Winston-Salem, North Carolina
Winter Park, Florida

Worthington, Minnesota
Ypsilanti, Michigan

COUNTIES

Adams County, Colorado
Alameda County, California
Albemarle County, Virginia
Arapahoe County, Colorado
Beaufort County, South Carolina
Broward County, Florida
Brown County, Wisconsin
Buffalo County, Nebraska
Buncombe County, North Carolina
Chaffee County, Colorado
Cass County, Michigan
Chesterfield County, Virginia
Clark County, Nevada
Cobb County, Georgia
Dade County, Florida
Dunn County, Wisconsin
Eagle County, Colorado
Escambia County, Florida
Fairfax County, Virginia
Forsyth County, Georgia
Fremont County, Colorado
Fresno County, California
Fulton County, Georgia
Georgetown County, South Carolina
Glynn County, Georgia
Gunnison County, Colorado
Hall County, Georgia
Hamilton County, Ohio
Harnett County, NC
Johnson County, Kansas
Ketchikan-Gateway Borough, Alaska
Lake County, Florida
Lake County, Illinois
La Plata County, Colorado
Leon County, Florida
Lincoln County, North Carolina
Livingston County, Illinois
Los Angeles County, California

Martin County, Florida
McHenry County, Illinois
Mecklenburg County, North Carolina
Mendocino County, California
Mesa County, Colorado
Moffat County, Colorado
Monterey County, California
Muscatine County, Iowa
New Kent County, Virginia
Orange County, New York
Orange County, North Carolina
Palm Beach County, Florida
Peoria County, Illinois
Pinellas County, Florida
Polk County, Florida
Prince William County, Virginia
Ramsey County, Minnesota
St. Louis County, Minnesota
Saline County, Kansas
San Diego County, California
San Luis Obispo County, California
San Mateo County, California
Sarasota County, Florida
Sedgwick County, Kansas
Seminole County, Florida
Sonoma County, California
South Fulton, GA
Springettsbury Township, Pennsylvania
Spotsylvania County, Virginia
Tazewell County, IL
Volusia County, Florida
Wake County, North Carolina
Washtenaw County, Michigan
Whiteside County, Illinois
Whitfield County, Georgia
Yolo County, California

OTHER ORGANIZATIONS

Development Groups

Arrowhead Regional Development, Duluth,
Minnesota
Columbia Development Corporation, South
Carolina
Fresno Economic Development Commission,
California
Fresno Redevelopment Authority, California
GoTopeka, Inc., Kansas

Lincoln Road Development Corporation, Miami
Beach, FL
Los Angeles, California, Community
Redevelopment Agency
Mid-American Regional Council, Kansas City,
Missouri
West Palm Beach Downtown Development
Authority, Florida

Housing Authorities

California Housing Finance Agency
Jefferson County Housing Authority, Alabama
Las Vegas Housing Authority
Memphis Housing Authority, Tennessee
Ocala Housing Authority, Florida
Peoria Housing Authority, Illinois

Libraries

Birmingham, Alabama Public Library
Central Arkansas Library System
Lexington, Kentucky Library System
Metropolitan Library System of Oklahoma
Moline Public Library

Non-Profits and Other Governmental Jurisdictions

California State Government
CDC Federal Credit Union, Atlanta, Georgia
District of Columbia
Fresno Employment and Training Commission, California
Jefferson County Personnel Board, Alabama
Local Government Insurance Trust, Maryland
Los Angeles, California Department of Community Public Health Los Angeles, California
California Music Center Operating Company
Los Angeles Olympics Organizing Committee
Metropolitan Nashville, Tennessee Arts
Mississippi Regional Housing Authority
Southeast Mississippi Rural Health Initiative Commission
Parkland Hospital, Texas
Southwest Florida Regional Planning Council

Professional Associations

American Public Works Association
Association of County Commissioners, Georgia
Georgia Municipal Association
International City/County Management Association
Iowa League of Cities
Missouri Municipal League

School Districts

Adams County School District #14, Commerce City, Colorado
Lake Sumpter Community College, Florida
Dallas Independent School District, Texas

Transportation Agencies

Alameda-Contra Costa Transit District, Oakland, California
Bay Area Rapid Transit District, Oakland, California
Dallas Area Rapid Transit District, Dallas, Texas
Greater Dayton Regional Transportation Authority
Kalamazoo County Transportation Authority
Lee County Port Authority, Florida
Metra (Chicago Commuter Rail System)
MetroPlan Orlando (MPA)
Port Everglades Authority, Fort Lauderdale, Florida
Orlando - Orange County Expressway Authority
Port of Sacramento, California
Riverside Transit Agency, California
San Francisco Bay Area Rapid Transit District, California
Sarasota/Manatee Airport Authority, Florida
Southern California Rapid Transit District

Utilities

Columbus Water Works, Georgia
Greater Peoria Sanitation District
Gulf Shores Utilities
Metropolitan Sewer District of Greater Cincinnati, Ohio
Orange Water and Sewer Authority (North Carolina)
Public Works Commission of Fayetteville, North Carolina
Rivanna Solid Waste Authority, Virginia
Rivanna Water and Sewer Authority, Virginia
Sacramento Municipal Utility District, California
South Florida Water Management District
Spartanburg Utility District, South Carolina

EEO STATEMENT

Slavin Management Consultants (SMC) is committed to building a diverse workforce which reflects the face of the community we serve, honors and respects the differences and abilities of all our employees and residents, and provides employees with the necessary opportunities, tools, and support to achieve their maximum potential.

Equitably managing a diverse workforce is at the heart of equal opportunity. Valuing diversity is the basis for a policy of inclusion. Diversity recognizes and respects the multitude of differences which employees bring to the workplace. Diversity complements organizational values that stress teamwork, leadership, empowerment, and quality service. Diversity means striving to maintain an environment in which managers value the differences in their employees and take steps to ensure that all employees know they are welcome.

To achieve workplace equity and inclusion, SMC will observe the practices outlined below:

- It is the policy of Slavin Management Consultants to provide equal opportunity to all qualified employees and applicants without regard to race, color, religion, age, sex (including gender identity, sexual preference, and pregnancy), marital status, national origin or ancestry, genetic make-up, disability status, protected veterans' status, equal pay or any other characteristic protected by law..
- Our recruiting efforts will ensure that applicant pools are both capable and diverse.
- We will make employment decisions based on job-related criteria and will provide opportunities for entry and promotion into non-traditional jobs.
- We will ensure a workplace free of all forms of harassment.
- We will develop a procedure for prompt, thorough and impartial investigations of discrimination or harassment complaints and will act on appropriate measures to provide remedy or relief to individuals who have been victims of illegal discrimination or harassment.

Measures to ensure accountability for managing diversity will be incorporated into the performance management system for supervisors and managers. The chief executive officer will evaluate the effectiveness of our diversity policies and programs.

By creating a workplace where everyone can work towards their maximum potential, SMC will retain quality, productive employees who will provide excellent services to our clients.

SMC SEXUAL HARASSMENT POLICY

Slavin Management Consultants (SMC) is committed to providing a workplace that is free from sexual harassment. Sexual harassment in the workplace is against the law and will not be tolerated. Should the company determine that an allegation of sexual harassment is credible, it will take prompt and appropriate corrective action.

What Is Sexual Harassment?

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:

- An employment decision affecting that individual is made because the individual submitted to or rejected the unwelcome conduct; or
- The unwelcome conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or abusive work environment.
- Certain behaviors, such as conditioning promotions, awards, training or other job benefits upon acceptance of unwelcome actions of a sexual nature, are always wrong.

Unwelcome actions such as the following are inappropriate and, depending on the circumstances, may in and of themselves meet the definition of sexual harassment or contribute to a hostile work environment:

- Sexual pranks, or repeated sexual teasing, jokes, or innuendo, in person or via e-mail;
- Verbal abuse of a sexual nature;
- Touching or grabbing of a sexual nature;
- Repeatedly standing too close to or brushing up against a person;
- Repeatedly asking a person to socialize during off-duty hours when the person has said no or has indicated he or she is not interested (supervisors in particular should be careful not to pressure their employees to socialize);
- Giving gifts or leaving objects that are sexually suggestive;
- Repeatedly making sexually suggestive gestures;
- Making or posting sexually demeaning or offensive pictures, cartoons or other materials in the workplace;
- Off-duty, unwelcome conduct of a sexual nature that affects the work environment. A victim of sexual harassment can be a man or a woman.
- The victim can be of the same sex as the harasser.
- The harasser can be a supervisor, co-worker, other company employee, or a non-employee who has a business relationship with the Slavin Management Consultants.

SMC's Responsibilities Under This Policy:

If SMC receives an allegation of sexual harassment, or has reason to believe sexual harassment is occurring, it will take the necessary steps to ensure that the matter is promptly investigated and addressed. If the allegation is determined to be credible, SMC will take immediate and effective measures to end the unwelcome behavior. SMC is committed to take action if it learns of possible sexual harassment, even if the individual does not wish to file a formal complaint.

SMC will seek to protect the identities of the alleged victim and harasser, except as reasonably necessary (for example, to complete an investigation successfully). SMC will also take the necessary steps to protect from retaliation those employees who in good faith report incidents of potential sexual harassment. It is a violation of both federal law and this policy to retaliate against someone who has reported possible sexual harassment. Violators may be subject to discipline.

Employees who have been found by SMC to have subjected another employee to unwelcome conduct of a sexual nature, whether such behavior meets the legal definition of sexual harassment or not, will be subject to discipline or other appropriate management action. Discipline will be appropriate to the circumstances, ranging from a letter of reprimand through suspensions without pay of varying lengths to

separation for cause. A verbal or written admonishment, while not considered formal discipline, may also be considered.

Employees' Rights and Responsibilities Under This Policy

Any employee who believes he or she has been the target of sexual harassment is encouraged to inform the offending person orally or in writing that such conduct is unwelcome and offensive and must stop.

If the employee does not wish to communicate directly with the offending person, or if such communication has been ineffective, the employee has multiple avenues for reporting allegations of sexual harassment and/or pursuing resolution.

Employees are encouraged to report the unwelcome conduct as soon as possible to his or her supervisor or to the President of SMC.

In addition to reporting sexual harassment concerns to a responsible SMC official, employees who believe they have been subjected to sexual harassment may elect to pursue resolution in several ways, including:

Mediation: Mediation is an informal way to resolve office problems using a trained mediator who facilitates communication between the parties to the dispute. If an employee chooses to attempt resolution through mediation, management is obligated by Company policy to send a representative to the table. If a resolution is not reached, the parties may continue to pursue their rights in any other appropriate forum.

EEO processes: All SMC employees can file an Equal Employment Opportunity (EEO) complaint with the United States Equal Employment Commission (EEOC). An employee who wishes to file a complaint under EEO procedures must consult an EEO counselor within 45 days of the alleged incident. It is not necessary for an employee to complain to his/her supervisor before approaching an EEO counselor, nor to attempt informal resolution through mediation or other means. EEOC contact information:
<https://eeoc.com>. Phone 1 (800) 669-4000

All SMC employees are required to comply with this policy. Employees are also expected to behave professionally and to exercise good judgment in work-related relationships, whether with fellow employees, business colleagues, or members of the public with whom they come into contact in the course of official duties. Further, all employees are expected to take appropriate measures to prevent sexual harassment. Unwelcome behavior of a sexual nature should be stopped before it becomes severe or pervasive and rises to a violation of law.

MINORITY AND WOMEN PLACEMENTS

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
<i>ALACHUA COUNTY, FL</i>	County Administrator			X
<i>ALBANY, GA</i>	City Manager	X		
	Police Chief	X		
	Assistant City Manager	X		
	Human Resources Director	X		
<i>ALTAMONTE SPRINGS, FL</i>	Finance Director		X	
<i>ASPEN, CO</i>	City Manager		X	
<i>AUSTIN, TX</i>	City Auditor		X	
	City Manager		X	
	Police Chief			X
<i>BERKELEY, CA</i>	City Manager	X		
	Public Works Director			X
<i>BEVERLY HILLS, CA</i>	Sanitation Director	X		
	Library Director		X	
<i>BOCA RATON, FL</i>	City Manager		X	
	Asst. City Manager		X	
<i>BOTHELL, WA</i>	City Manager		X	
<i>BOISE, ID</i>	Chief Financial Officer	X		
<i>BROWARD COUNTY, FL</i>	Assistant Director of Equal Employment	X	X	
	Director of Budget	X		
<i>BOISE, ID</i>	Chief Financial Officer		X	
<i>BRYAN, TX</i>	Municipal Court Judge		X	
	City Manager		X	
<i>BUNCOMBE COUNTY, NC</i>	County Manager	X	X	
<i>CAMARILLO, CA</i>	City Clerk		X	
<i>CARSON, CA</i>	Planning Director		X	
<i>CHAPEL HILL, NC</i>	Transportation Director		X	
	Human Resources Director		X	
<i>CHARLOTTE COUNTY, FL</i>	County Attorney		X	
<i>CENTRAL CITY ASSN. OF THE CITY OF LOS ANGELES (CA)</i>	Director of Security	X		
<i>CHARLOTTE, NC</i>	Neighborhood Services Director	X		
<i>COLUMBIA, MO</i>	Police Chief	X		

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
<i>CORINTH, TX</i>	Director of Economic Development		X	X
<i>CORPUS CHRISTI, TX</i>	City Manager			X
<i>CULVER CITY, CA</i>	Finance Director			X
<i>DANE COUNTY, WI</i>	Director of Human Services		X	
<i>DALLAS INDEPENDENT SCHOOL DISTRICT (TX)</i>	Chief Financial Officer	X	X	
<i>DALLAS, TX</i>	City Attorney		X	
<i>DAYTONA BEACH, FL</i>	City Manager	X		
<i>DECATUR, GA</i>	Chief of Police	X		
<i>DISTRICT OF COLUMBIA</i>	Executive Director Alcoholic Beverage Regulations Commission		X	
<i>DURANGO, CO</i>	City Manager			X
<i>DURHAM, NC</i>	City Manager	X		
	City Manager	X	X	
	Police Chief		X	
	Public Works Director	X	X	
<i>ESCAMBIA COUNTY, FL</i>	Assistant County Administrator	X		
<i>ESCONDIDO, CA</i>	Civic Center Construction Mgr		X	
<i>FRANKFORT, KY</i>	City Manager		X	
<i>EVANSTON, IL</i>	City Manager		X	
<i>FRESNO, CA (PIC)</i>	Executive Director	X		
<i>FORT COLLINS, CO</i>	City Attorney		X	
<i>FORT LAUDERDALE, FL</i>	Fire Chief	X		
<i>FORT MYERS, FL</i>	City Manager	X		
	Police Chief	X		
<i>FORT WORTH, TX</i>	Auditor General		X	
	Police Chief	X		
<i>FRANKLIN, TN</i>	Director of Community Development		X	
<i>FRESNO, CA (PIC)</i>	Executive Director	X		
<i>GAINESVILLE, FL</i>	Equal Employment Director	X		
<i>GEORGETOWN, SC</i>	City Administrator		X	
<i>GEORGETOWN COUNTY, SC</i>	County Manager	X	X	
<i>GLASTONBURY, CT</i>	Human Resources Director	X	X	
<i>GLENWOOD SPRINGS, CO</i>	City Manager		X	
<i>GREENBELT HOMES, INC. (MARYLAND)</i>	Executive Director		X	
<i>GREENSBORO, NC</i>	Assistant City Manager	X		

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
GREENVILLE, NC	City Manager	X	X	
HAMILTON COUNTY, OH	Jobs and Family Services Director		X	
HILLSBOROUGH COUNTY (FL) CHILDREN'S BOARD	Executive Director		X	
HOLLYWOOD, FL	City Manager	X		
JUPITER, FL	Assistant to the City Manager		X	
	Public Works Director			X
KALAMAZOO, MI	City Manager		X	
	Assistant City Manager		X	
LAKE COUNTY, FL	County Attorney		X	
LAKE COUNTY, IL	Purchasing Director		X	
	Human Resources Director	X		
	Assistant County Administrator		X	
LAKE COUNTY, IL HEALTH DEPARTMENT	Executive Director		X	
LAKE WORTH, FL	Utilities Customer Services Manager	X		
LA PLATA COUNTY, CO	Human Services Director		X	
LAREDO, TX	City Manager			X
LEE COUNTY, FL	County Administrator		X	
	Human Resources Director	X		
LINCOLN ROAD DEVELOPMENT CORP.	Executive Director		X	
LONG BEACH, CA	Police Chief	X	X	
	Executive Director, Civil Service Commission			
LONGMONT, CO	City Manager			X
LONGVIEW, CO	Assistant City Manger		X	
LOS ANGELES, COMMUNITY REDEVELOPMENT AGENCY	Sr. Project Manager	X		X
	Project Manager	X		
	Project Manager			X
LOS ANGELES COUNTY (CA) HEALTH SYSTEMS AGENCY	Executive Director	X	X	
	Deputy Exec. Dir.			X
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH	Public Health Director	X		
LOS ANGELES OLYMPICS ORGANIZING COMMITTEE	Human Resources Director	X	X	
	Director of Venues		X	
MAPLEWOOD, MO	City Manager	X		

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
METROZOO (MIAMI FL)	Director of Marketing		X	
MEMPHIS (TN) HOUSING AUTHORITY	Executive Director	X		
MIAMI (FL) OFF-STREET PARKING SYSTEM	Finance Director			X
MIAMI VALLEY REGIONAL TRANSIT AUTH. (DAYTON, OH)	Executive Director	X	X	
MIRAMAR, FL	City Manager		X	
MISSISSIPPI REGIONAL HOUSING AUTHORITY VIII	Executive Director	X		
MONTEREY COUNTY, CA	Hospital Administrator	X		
MONTGOMERY COUNTY BOARD OF DEVELOPMENTAL DISABILITIES	Executive Director	X	X	
MOUNT DORA, FL	City Manager		X	
NOAH DEVELOPMENT CORPORATION	Executive Director	X		
NEWARK, DE	City Manager	X		
NORFOLK, VA	Human Resources Director	X		
	Senior Engineer		X	
NORFOLK, VA	Social Services Director	X		
OAK PARK, IL	Village Manager		X	
OCALA (FL) PUBLIC HOUSING AUTHORITY	Executive Director	X		
OBERLIN, OH	City Manager		X	
ORANGE CITY, FL	City Clerk		X	
ORLANDO, FL	Fire Chief	X		
ORMOND BEACH, FL	City Manager	X		
OKLAHOMA CITY, OK	City Manager	X		
PALM BAY, FL	Human Resources Director		X	
PALM BEACH COUNTY, FL	Assistant County Administrator		X	
PALM BEACH COUNTY (FL) CHILDREN'S SERVICES BOARD	Executive Director		X	
PALM BEACH COUNTY (FL) HEALTH CARE DISTRICT	Executive Director		X	
PALM BEACH GARDENS, FL	City Manager (1992) City Manager (1999)		X	X
PALO ALTO, CA	City Attorney		X	
PANAMA CITY, FL	City Clerk/Treasurer		X	

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
PARKLAND, FLORIDA	City Manager		X	
PEORIA (IL) PUBLIC HOUSING AUTHORITY	Executive Director	X		
PHOENIX, AZ	Chief of Police			X
POWDER SPRINGS, GA	City Manager		X	
PRINCE WILLIAM COUNTY, VA	County Executive		X	
	Human Resources Director	X	X	
	Fire Chief	X	X	
RICHMOND, CA	City Manager	X		
RICHMOND, VA	Director of Public Health	X		
ROANOKE, VA	Police Chief	X		
	Economic Development Director		X	
	Assistant City Manager	X	X	
	Director of Human Services		X	
ROCKVILLE, MD	Assistant City Manager		X	
SACRAMENTO, CA	Human Resources Director	X	X	
SAGINAW, MI	Police Chief			X
SAN DIEGO, CA	City Manager	X		
SAN FRANCISCO, CA	Assistant City Administrator		X	
SAN JOSE, CA	Police Chief	X		
SANTA MONICA, CA	Deputy City Manager		X	
SANTA ROSA ISLAND AUTHORITY (FL)	Executive Director		X	
SARASOTA, FL	Human Resources Director	X		
SARASOTA COUNTY, FL	Deputy County Administrator	X		
SELMA, AL	Chief of Police	X		
SHAKER HEIGHTS, OH	City Administrator		X	
SOUTH DAKOTA STATE LEGISLATURE	Chief Legislative Analyst		X	
SOUTH FULTON, GA	Finance Director	X	X	
SE MISSISSIPPI RURAL HEALTH INITIATIVE	General Manager	X	X	
SUNNYVALE, CA	Public Information Officer		X	
	City Clerk		X	
STRATFORD, CT	Human Resources Director		X	
STOCKBRIDGE, GA	City Manager	X		
TAKOMA PARK, MD	City Manager		X	
	Recreation Director	X	X	
	Housing and Community Development Director		X	

CLIENT	POSITION	AFRICAN AMERICAN	WOMAN	LATINO
THORNTON, CO	Public Works Director	X		
	Public Information Officer		X	
	City Attorney			X
TOPEKA, KS	City Manager	X		
	Police Chief	X		
URBANA, IL	Chief Administrative Officer		X	
VALDEZ, AK	City Manager		X	
VENICE, FL	Police Chief		X	
VIRGINIA BEACH, VA	Human Resources Director	X		
VIRGINIA BEACH PARK TRUST (FL)	Executive Director	X		
VOLUSIA COUNTY, FL	County Manager		X	
	Budget Director		X	
	Human Resources Director		X	
	Deputy County Manager		X	
WACO, TX	Deputy City Manager		X	
	Exec. Dir. - Support Services			X
	Assistant City Manager	X		
	Director of Facilities			X
	Human Services Director			X
THE WEINGART CENTER (LOS ANGELES)	Executive Director		X	
WEST COVINA, CA	Planning Director	X	X	
WEST MIFFLIN, PA	Town Administrator		X	
WEST PALM BEACH, FL	Assistant City Administrator	X	X	
WICHITA, KS	Human Resources Dir	X	X	
	Community Services Dir	X	X	
	Communications Director		X	
	Director of Libraries		X	
	Housing and Development Director	X	X	
	City Manager	X		
	City Manager		X	
WYOMING, OHIO	City Manager		X	
YPSILANTI, MI	City Manager	X		
ZOOLOGICAL SOCIETY OF FLORIDA (DADE COUNTY)	Executive Director			X



WBCP

CLIENTS & RECRUITMENTS

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Page 242 of 292

WBCP'S RECRUITERS

WENDI BROWN

*Lead Consultant/Sr.
Executive Recruiter*



I am the President of WBCP, an executive search and human resources consultancy, serving clients in Oregon and California. My team and I are passionate about helping organizations improve their recruitment services, place great talent, conduct department assessments, redesign antiquated processes, revise job descriptions, conduct salary and benchmark studies, and more. I have over 20 years of experience in marketing and advertising and combine this with my background in recruiting to successfully place hard-to-fill, management, and executive positions. I have worked in various industries – advertising and public relations, national real estate franchisor, global manufacturing – and I have worked with nonprofit and public sector organizations since 1999. Formerly, I was an internal Human Resources Consultant for the County of Orange, California, providing countywide communications, human resources, executive search, and recruiter training services to the Assistant Chief Executive Office/Human Resources Director and, at that time, 25 decentralized departments, with 17,000 employees, serving a community of 300,000. I have a Bachelor's of Science in Business Administration with an emphasis in Marketing from Colorado Technical University; have earned several certificates in Project Management, Global Business, Marketing, and Human Resources; and working towards a Master's in Management at Southern Oregon University

TERRI MAUS-NISICH

*Sr. Executive
Recruiter*



Here at WBCP, Terri Maus-Nisich holds a pivotal role as one of our Senior Executive Recruiters, leveraging her extensive background as a distinguished leader in local government. With a local government career spanning over 40 years, Terri's journey includes transformative roles within the County of Santa Barbara, where she ascended from Parks Director to Assistant County Executive Officer, overseeing vital municipal and health/human service departments. Her remarkable impact encompasses leadership in Homeless Services, Communications, and Emergency Management, driving community engagement, disaster recovery, and support for vulnerable populations. Before her tenure in Santa Barbara, Terri spent 15 years with the City of Santa Clarita in roles ranging from analyst to Deputy City Manager. Throughout her remarkable career, Terri prioritized strategic planning, organizational development, and innovative problem-solving, garnering numerous awards. Holding a Bachelor's Degree from UC Santa Barbara, a Masters of Public Administration from Cal State Northridge, and a graduate certificate from Harvard University's JFK School of Government, Terri's commitment to excellence underscores her role as an invaluable asset in identifying top-tier executive talent for local government.

Wendi Brown, President/Owner

wendi@wbcpinc.com | 541-864-0376



WBCP'S RECRUITERS

LAUREN GERSON
Executive Recruiter



Lauren serves as an Executive Recruiter at WBCP, where she excels in managing the entire recruitment process. Beginning her career in operations and events for renowned breweries and restaurants, she later transitioned to business operations and career services. Prior to joining WBCP, she assisted jobseekers overcoming employment barriers through a career coaching company. Lauren's diverse background encompasses project management, client relations, resume writing, HR operations, and risk management. She holds a Bachelor's degree in Philosophy with a minor in English Literature from Whittier College, showcasing her analytical and communication skills. Her multi-faceted expertise and dedication make her an asset to WBCP's executive recruitment endeavors.

LEXIE GRAF
*Director of Marketing & Communications/
Recruiter*



Lexie Graf is WBCP's Director of Marketing & Communications. As a marketing professional, she has been primarily focusing on copywriting, content creation, and brand strategy in her career. Lexie has a knack for understanding each clients' unique needs, allowing her to adapt her writing voice and branding as needed. Along with developing and overseeing the creation of social media, marketing materials, and advertising plans for WBCP, Lexie collaborates with the recruitment team in meeting clients' needs and deadlines. Before working at WBCP, Lexie wrote for Indeed and the University of Wisconsin Colleges, helping her develop a deep understanding of career development, recruitment, and public sector careers. Throughout her marketing career, Lexie has produced a wide variety of campaigns and deliverables, such as blogs, digital and print ads, website content, brochures, social media posts, eBooks, and magazines. Notable projects throughout her career include developing content for two websites and collaborating on an email marketing campaign that won an American Advertising Award in multiple categories. Lexie has a Bachelor's in Communications with certificates in Digital Studies and Environmental Studies from the University of Wisconsin – Madison.



WBCP

WBCP'S RECRUITERS

CHRISTA YOUNGERN

*Associate Recruiter/
Project Manager*



As an Associate Recruiter/Project Manager, Christa supports the full cycle of the recruitment process from candidate review and copywriting to interview facilitation and candidate coordination. Prior to joining WBCP, Christa worked in higher education where she recruited blue-chip athletes, built multiple championship teams, and managed complex and politically sensitive projects. She brings an incisive interpersonal skillset as well as deep experience in organizational change management and leadership. Her talent for identifying the oft intangible elements that make a person successful in their role makes her an asset to our clients. Christa has Bachelor of Arts degrees in both Political Science and English from California Lutheran University as well as a Master of Arts degree in Education from Whittier College.

LEVI KUHLMAN

*Associate Recruiter/
Project Manager*



Levi serves as one of WBCP's Associate Recruiters/Project Managers and plays an integral role in managing our recruitments. Some of his primary duties include meeting with clients, screening candidates, preparing for interviews, leading headhunting efforts, and overseeing candidate coordination. Levi's strong interpersonal skills coupled with his eagerness to work with others helps him create lasting relationships with clients and candidates. Prior to his time with WBCP, Levi was the President of a real estate company where he oversaw a residential real estate team in the Willamette Valley. In addition to the great work he does for WBCP, our clients, and our candidates, Levi also operates a small catering company on the side. Currently, Levi is dually enrolled at Oregon State University and Western Governors University pursuing his MBA/MPA.

EXPERIENCE:

WBCP has over 20 years of experience providing search services for public sector and non-profit organizations. We have successfully secured professionals and provided other consulting services in California, Arizona, Colorado, Idaho, Oregon, and Washington.

California, Arizona, Oregon, and Washington Cities of: Arcata, Ashland (OR), Astoria, Berkeley, Calistoga, Central Point (OR), Ceres, Chandler (AZ), Corte Madera, Culver City, Davis, Dunsmuir, Duvall (WA), Fremont, Fresno, Garibaldi (OR), Grants Pass (OR), Gold Hill (OR), Hemet, Hubbard (OR), Independence (OR), Irvine, Laguna Beach, Larkspur, Lincoln, Livermore, Long Beach, Medford, Milpitas, Napa, Novato, Oakland, Oxnard, Palo Alto, Pasadena, Petaluma, Phoenix (AZ), Phoenix (OR), Port Hueneme, Redding, Riverside, Roseville, Rogue River (OR), Sacramento, San Francisco, San Rafael, Santa Maria, Santa Paula, Santa Rosa, Solvang, Sonoma, Sutter Creek, Truckee, Ventura, Vernon, Victorville, and Windsor.

California, Colorado, Idaho, Oregon, and Washington Counties of: Alameda, Colusa, Contra Costa, El Paso (CO), Fresno, Humboldt, Jackson (OR), King (WA), Lake, Lane (OR), Los Angeles, Marin, Mariposa, Mendocino, Merced, Mono, Napa, Orange, Riverside, Sacramento, San Benito, San Bernardino, San Mateo, San Francisco, San Joaquin, San Luis Obispo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Solano, Sonoma, Stanislaus, Tuolumne, Yuba, and Yolo.

Local and National Councils, Boards, and Districts: Boulder Creek Protection District, California Prison Industry Authority (CALPIA), Cosumnes Community Services District, Hass Avocado Board (HAB), Jackson County Fire District 5, Los Angeles County Employees Retirement Association (LACERA), Mendocino County Air Quality Management District, Nevada Irrigation District, Newark Chamber of Commerce, North American Blueberry Council/U.S. Highbush Blueberry Council (NABC/USHBC), Oakland Housing Authority, Olivehurst Public Utility District, Orange County Employees Retirement System (OCERS), Placer County Transportation Planning Agency (PCTPA), Sacramento Area Flood Control Agency (SAFCA), Sacramento Employment & Training Agency (SETA), Sacramento Public Library Authority, Sacramento Sewer District, Sacramento Suburban Water District, San Benito Council of Governments, San Diego Port Authority, San Rafael Sanitation District (SRSD), Sonoma County Library, Tri-City Mental Health Authority (TCMHA), Truckee-Donner Public Utility District (TDPUD), Tuolumne Utilities District, and Valley Water.

Nonprofit and Joint Powers Authorities (JPAs): CDS Publications, Center Point, Central California Legal Services (CCLS), Community Food Bank, Community Works, Dogs for Better Lives/Dogs for the Deaf, First 5 (Alameda County, California Association, Fresno, Santa Barbara County, San Mateo), Futures Without Violence (Family Violence Protect Fund), Gold Coast Health, Greater Richmond Interfaith Program (GRIP), Los Angeles Unified School District (LAUSD), La Public Media, Latino Public Broadcasting, Northern Valley Catholic Social Service (NVCSS), Options Recovery, Radio Bilingüe, Santa Cruz County Animal Services Authority, Teton County Joint Housing Authority (TCJHA), Transitions-Mental Health Association, Valley Consortium for Medical Education (VCME), Water Forum and West Angeles Church of God in Christ.

Private Organizations: Central California Truck and Trailer, Morton & Pitalo, NAVA, SWEED, Touchstone Accounting

Consulting services (classification and compensation services, competency modeling, job description development, job family development, job analysis): City of Fremont, City of Medford, City of Santa Maria, City of Santa Paula, County of Humboldt, County of Mariposa, County of Santa Barbara, and County of San Luis Obispo.

INDUSTRIES

- | | | |
|--|---|---|
| • Organizational Leadership | • HR, Risk, Labor/Employee Relations | • Planning, Environmental, Community Development, Building, Transit |
| • Economic Development | • Information Technology | • Public Safety |
| • Facilities & Operations | • Legal, Counsel, Clerk | • Public Works, Transportation, Engineering |
| • Financial, Administrative Services, Accounting, Auditing | • Library | |
| • Health & Human Services, Housing, Unhoused | • Marketing, Communications, PR | |
| | • Parks & Rec, Community Services, Arts | |

BELOW IS A SELECTION OF POSITIONS THAT WBCP HAS MANAGED IN VARIOUS INDUSTRIES FOR NONPROFITS, CITIES, COUNTIES, AND DISTRICTS:

ORGANIZATIONAL LEADERSHIP

- City Manager, City of Pasadena, CA
- City Manager, City of Port Hueneme, CA
- City Manager, City of Ceres, CA
- City Manager, City of Santa Rosa, CA
- City Manager, City of Gold Hill, OR
- City Manager, City of Sonoma, CA
- City Manager, City of Petaluma, CA
- City Manager, City of Phoenix, OR
- City Manager, City of Dunsmuir, CA
- City Manager, City of Oxnard, CA
- City Manager, City of Ventura, CA
- City Manager, City of Independence, OR
- City Manager, City of Sutter Creek, CA
- City Manager, City of Garibaldi, OR
- Town Manager, Town of Truckee, CA
- Town Manager, Town of Windsor, CA
- City Administrator, City of Rogue River, OR
- City Administrator, City of Hubbard, OR
- City Administrator, City of Duvall, WA
- County Executive Officer, County of Shasta, CA
- Assistant City Manager (Public Safety), City of Sacramento, CA
- Assistant City Manager (Municipal Services), City of Sacramento, CA
- Deputy City Manager, City of Long Beach, CA
- Chief Executive Officer, CalPIA (California Prison Authority), CA
- Chief Executive Officer, Newark Chamber of Commerce, CA
- Chief Executive Director, Valley Consortium of Medical Education, CA
- Executive Director, Water Forum, CA
- Executive Director, Teton County Joint Housing Authority, ID
- Executive Director, Placer County Transportation Planning Agency, CA
- Executive Director, Options Recovery Services, CA
- Executive Director, Latino Public Broadcasting, CA
- Executive Director, First 5 Association of California, CA
- Executive Director, First 5 Santa Barbara County, CA
- Executive Director, First 5 Fresno, CA
- Executive Director, San Benito Council of Governments, CA
- Executive Director, Northern Valley Catholic Social Service, Redding, CA
- Executive Director, Community Food Bank, CA
- Executive Director, Greater Richmond Interfaith Program, CA
- Executive Director, Tri-City Mental Health Authority, CA
- Executive Director, Sacramento Employment and Training Agency, CA
- Executive Director, Arts Commission, County of Santa Barbara, CA
- Executive Vice President, Center Point, CA
- Vice President/Business Development Director, WBCP Inc., OR
- ACEO - Assistant County Executive Officer, County of Napa, CA

ORGANIZATIONAL LEADERSHIP (CON'T)

- ACEO - Assistant County Administrative Officer, County of Santa Barbara, CA
- ACAO - Assistant County Administrator, County of San Joaquin, CA
- ACAO/HR Director, County of Mariposa, CA
- Assistant Executive Director, First 5 San Mateo, CA
- Chief Operating Officer, IT and Administrative Services, Valley Water, CA
- Chief Operating Officer, Water Utility Enterprise, Valley Water, CA
- Chief Operating Officer, Futures Without Violence, CA
- Chief Operating Officer/Executive Director, Valley Consortium for Medical Education, CA
- Chief Operating Officer, WBCP Inc., OR
- General Manager, Olivehurst Public Utility District, CA
- General Manager, Tuolumne Utilities District, CA
- General Manager, LA Public Media, CA
- General Manager, Radio Bilingüe, CA
- General Manager, Santa Cruz County Animal Services Authority, CA

ECONOMIC DEVELOPMENT

- Director of Innovation and Economic Development, City of Livermore, CA
- Director of Economic Development and Innovation, City of San Rafael, CA

FACILITIES & OPERATIONS

- Executive Assistant of Operations, Hass Avocado Board, CA
- Director of Contracts and Procurement, Valley Water, CA
- Director of Facilities Program Support Services, Los Angeles Unified School District (LAUSD), CA
- Bookkeeper/Operations Assistant, WBCP Inc., OR

FINANCIAL, ADMINISTRATIVE SERVICES, ACCOUNTING, AUDITING

- Chief Financial Officer, County of Marin Employees Retirement Agency, CA
- Chief Financial Officer, Social Services Department, County of Santa Barbara, CA
- Chief Financial Officer, Superior Court of California, County of Santa Barbara, CA
- Internal Audit Chief, County of Santa Barbara, CA
- Division Chief, Auditor Controller, County of San Joaquin, CA
- Fiscal Department Chief, Sacramento Employment and Training Agency (SETA), CA
- Director of Finance, City of Ashland, OR
- Director of Finance, City of Grants Pass, OR
- Director of Finance, City of Lincoln, CA
- Director of Finance, City of Sacramento, CA
- Director of Finance, Community Food Bank, CA
- Director of Finance, Nevada Irrigation District, Grass Valley, CA
- Director of Finance, County of Jackson, OR
- Director of Finance, County of Marin, CA
- Director of Finance, City of Duvall, WA
- Director of Finance, West Angeles Church of God in Christ, CA
- Director of Financial Services, San Diego Port Authority, CA
- Director of Finance/Financial Controller, North American Blueberry Council/USHBC, CA
- Director of Administrative Services and Finance, City of Ashland, OR
- Director of Administrative Services and Finance, City of Solvang, CA
- Director of Administrative Services, City of Irvine, CA

FINANCIAL, ADMINISTRATIVE SERVICES, ACCOUNTING, AUDITING (CON'T)

- Director of Finance and Technology Services, City of Laguna Beach, CA
- Director of Contracts and Procurement, Valley Water, CA
- Assistant Director of Finance, City of Roseville, CA
- Controller, Nevada Irrigation District, CA
- Senior Principal Accountant, City of San Rafael, CA
- Senior Tax Accountant, Touchstone Accounting, OR
- Senior Accountant, Town of Truckee, CA
- Audit Supervisor, County of Santa Barbara, CA
- Payroll Supervisor, County of Santa Barbara, CA
- Finance and Compliance Manager, NABC/USHBC, Folsom, CA
- Finance Manager, County of Santa Barbara, Department of Behavioral Wellness, CA
- Finance Manager, Town of Truckee, CA
- Financial Systems Analyst I/II, County of Santa Barbara, CA
- Financial Systems Analyst I, County of Santa Barbara, CA
- Senior Financial Systems Analyst, County of Santa Barbara, CA
- Lead Internal Auditor, County of Santa Barbara, CA
- Accountant Auditor I/II, County of Santa Barbara, CA

HEALTH & HUMAN SERVICES, HOUSING, UNHOUSED

- Chief of Staff/Chief Medical Executive, California Correctional Health Care Services, CA
- Public Health Officer, County of Humboldt, CA
- Public Health Officer, County of Lake, CA
- Public Health Officer, County of San Joaquin, CA
- Public Health Officer, County of Stanislaus, CA
- Public Health Officer, County of Tuolumne, CA
- Director of Behavioral Health, County of Santa Barbara, CA
- Director of Behavioral Health, County of Tuolumne, CA
- Director of Behavioral Health Services, County of Santa Cruz, CA
- Director of Behavioral Health and Recovery Services, County of Stanislaus, CA
- Director of Behavioral Health and Recovery Services, County of Marin, CA
- Director Operations, Behavioral Health, and Recovery Services, County of Marin, CA
- Director of Social Services, County of San Luis Obispo, CA
- Director of Social Services, County of Santa Barbara, CA
- Director of Social Services and Housing, City of Davis, CA
- Director of Health & Human Services, County of Marin, CA
- Director of Health & Human Services, County of Napa, CA
- Director of Health & Social Services, County of Solano, CA
- Director of Health & Human Services, County of Humboldt, CA
- Director of Health Services, Gold Coast Health Plan, CA
- Director, Health Services Agency, County of Sonoma, CA
- Director, Health Services Agency, County of Santa Cruz, CA
- Director, Health Services Agency, County of San Luis Obispo, CA
- Director of Aging and Adult Services, County of Contra Costa, CA
- Division Director, Adult Systems of Care, County of Marin, CA
- Director of Nursing, County of San Luis Obispo, CA
- Director of Nursing, County of Lake, CA
- Director of Nursing, County of Napa, CA

HEALTH & HUMAN SERVICES, HOUSING, UNHOUSED (CON'T)

- Director of Public Health Nursing, County of Napa, CA
- Director of Public Health, County of Santa Barbara, CA
- Director of Public Health, County of Nevada, CA
- Medical Director, Public Health Clinics, County of Santa Barbara, CA
- Medical Director of Psychiatry, County of Yolo, CA
- Director of Environmental Health, County of Santa Cruz, CA
- Deputy Branch Director, Child, Youth and Family Services, County of Yolo, CA
- Assistant Public Health Officer, County of San Joaquin, CA
- Assistant Public Health Officer – Children's Services, County of San Joaquin, CA
- Assistant Director of Health and Human Services, County of Solano, CA
- Assistant Director of Family and Community Partnerships, Oakland Housing Authority, CA
- Assistant Director of Property Operations, Oakland Housing Authority, CA
- Assistant Director, Forensic, Diversion, & Behavioral Health, County of Alameda, CA
- Assistant Director of Community Development – Affordable Housing/Homelessness Programs, City of San Rafael, CA
- Assistant Director, Forensic, Diversion, & Re-Entry System of Care, County of Alameda, CA
- Senior Deputy Director, Public Health Department, County of San Joaquin, CA
- Senior Development Project Manager – Real Estate, Oakland Housing Authority, CA
- Deputy Director of Behavioral Health Services, County of Santa Cruz, CA
- Air Pollution Control Officer/Deputy Air Pollution Control Officer, Mendocino County Air Quality Management District, CA
- Disease Control & Prevention Manager, County of Santa Barbara, CA
- Behavioral Health Clinical Manager & Behavioral Health Clinical Supervisor, County of Alameda, CA
- Compliance Manager, County of Solano, CA
- Crisis Manager and Forensic Manager, County of Santa Barbara, CA
- Human Services & Crisis Intervention Division Manager, City of Culver City, CA
- Nursing Services Manager, County of Marin, CA
- Housing Program Analyst or Manager, City of San Rafael, CA
- Homeless Program Manager, City of San Rafael, CA
- Health Services Administrator, County of Solano, CA
- Physicians (5 openings), Public Health Clinics, County of Santa Barbara, CA
- Supervising Public Health Nurse, County of Marin, CA
- Public Health Nurse I/II and Senior, County of Lake, CA
- Public Health Nurse I/II and Senior, County of San Luis Obispo, CA
- Community Health Nurse I/II and Senior, County of Lake, CA
- Mental Health Specialists (5), and a Mental Health Manager, County of Jackson, OR
- Mental Health Clinician & Mental Health Specialist, City of Culver City, CA
- Therapists (5 Positions), Family Solutions, OR
- Case Manager, City of Culver City, CA

HUMAN RESOURCES, RISK, LABOR/EMPLOYEE RELATIONS

- Chief of Labor Relations, City of Long Beach, CA
- Chief Human Resources & Organizational Development Officer, City of Santa Maria, CA
- Chief People Officer, County of Mono, CA
- Payroll Division Chief, County of Santa Barbara, CA
- Executive Director of Human Resources and Risk Management, County of El Paso, CO
- Director of Employee Experience and Culture, City of San Rafael, CA

HUMAN RESOURCES, RISK, LABOR/EMPLOYEE RELATIONS

- Director of Organizational Effectiveness and Culture, County of Los Angeles, CA
- Director of Enterprise Risk Management, Oakland Housing Authority, Oakland, CA
- Director of Human Resources, County of Napa, CA
- Director of Human Resources, County of Solano, CA
- Director of Human Resources, County of Mariposa, CA
- Director of Human Resources, County of Humboldt, CA
- Director of Human Resources, City of Berkeley, CA
- Director of Human Resources, City of Petaluma, CA
- Deputy Director of Human Resources, Labor Relations, County of Marin, CA
- Human Resources Manager, County of Solano, CA
- Human Resources Manager, City of Milpitas, CA
- Human Resources Manager & Risk Manager, City of Port Hueneme, CA
- Racial Equity, Diversity, and Inclusion (REDI) Manager, Valley Water, CA
- Risk Manager, County of Marin, CA
- Risk Manager, City of Roseville, CA
- Risk Manager, Cosumnes Community Services District, CA
- Recruitment, Retention, and Selection Manager, County of Santa Barbara, CA
- Labor Relations Manager, County of Solano, CA
- Principal Human Resources Analyst, City of San Rafael, CA
- Recruitment & Selection HR Analyst – Senior or Associate Level, City of Berkeley, CA
- Employee Relations HR Analyst – Senior or Associate Level, City of Berkeley, CA
- Labor Relations Specialist/Labor Relations Program Administrator, Valley Water, CA
- Labor Relations Officer, City of Sacramento, CA

INFORMATION TECHNOLOGY

- Chief Information Officer, County of Solano, CA
- Chief Information Officer, King County, WA
- Chief Information Officer, City of Chandler, AZ
- Chief Information Officer, City of Santa Maria, CA
- Chief Information Officer, County of San Joaquin, CA
- Chief Information Officer, City of Sacramento, CA
- Chief Information Officer, General Hospital, County of San Joaquin, CA
- Chief Information Security Officer (CISO), County of Santa Barbara, CA
- Chief Innovation Security Officer (CISO), City of Riverside, CA
- Chief Operating Officer, First 5 Alameda, CA
- IT Program Director, NAVA Public Benefit Company
- Director of Digital Services, City of San Rafael, CA
- Director of Digital Equity, County of Los Angeles, CA
- Director of IT/Deputy Administrative Officer, Valley Water, CA
- Director of IT, City of Sacramento, CA
- Director of IT, Oakland Housing Authority, CA
- Vice President of Engineering, NAVA, (National)
- Assistant Director of IT, City of Roseville, CA
- Assistant Director of IT, County of Solano, CA
- IT Manager – GIS, County of Solano, CA
- IT Manager – Health and Social Services/County Data Services, County of Solano, CA
- IT Manager, County of Santa Barbara, Social Services, CA

INFORMATION TECHNOLOGY (CON'T)

- IT Manager, Sacramento Suburban Water District, CA
- IT Manager II – Business Solutions, Los Angeles County Employees Retirement Association (LACERA), CA
- IT Manager II – Infrastructure, Los Angeles County Employees Retirement Association (LACERA), CA
- Infrastructure & Operations Manager, County of El Paso, CO
- Assistant IT Manager, County of Marin, CA
- Software Services Manager, Valley Water, CA
- Deputy Airport Director – Information Technology & Innovation, John Wayne Airport, CA
- General Manager - Information Technology Service, County of Los Angeles, CA
- Cloud Migration Architect, County of Santa Barbara, CA
- Infrastructure Architect, County of Santa Barbara, CA
- Operations Technical Support Supervisor, County of Santa Barbara, CA
- Software Engineer (7 positions), County of San Luis Obispo, CA
- Project Manager, County of San Luis Obispo, CA
- Strategy Program Manager, County of El Paso, Colorado
- IT Project Managers (2 positions), County of Solano, CA
- IT Programming Analyst, Reporting, County of Santa Barbara, CA
- IT Analyst (4 positions), City of Milpitas, CA
- Operations Technical Support Supervisor, County of Santa Barbara, CA
- Open Text Business Analyst, County of San Luis Obispo, CA
- Network Engineer, City of Santa Maria, CA
- Network Architect, County of Santa Barbara, CA
- Applications Team Supervisor, County of San Luis Obispo, CA
- IT Security Specialist, County of Santa Barbara, CA
- SAP Software Engineer, County of San Luis Obispo, CA
- IT Security Specialist/Engineer, County of Santa Barbara, CA
- Network Administrators, Superior Court CA, County of Santa Barbara, CA
- Senior Programmer, County of Santa Barbara, CA
- Senior Database Administrator, County of Napa, CA
- Data Engineer, County of Solano, CA
- Software Engineer, Valley Water, CA

LEGAL, COUNSEL, CLERK

- City Attorney, City of Santa Maria, CA
- City Attorney, City of Vernon, CA
- County Counsel, County of San Bernardino, CA
- County Counsel, County of Napa, CA
- County Counsel, County of Jackson, OR
- County Counsel, County of Solano, CA
- County Counsel, County of Marin, CA
- County Counsel, County of Orange, CA
- General Counsel, Orange County Employees Retirement System (OCERS), CA
- Agency Counsel, Sacramento Area Flood Control Agency (SAFCA), CA
- Deputy General Counsel, San Diego Port Authority, CA
- City Clerk, City of Roseville, CA
- City Clerk, City of Livermore, CA
- City Clerk, City of Solvang, CA

LEGAL, COUNSEL, CLERK (CON'T)

- Assistant City Attorney, City of Santa Maria, CA
- Assistant City Attorney, City of Roseville, CA
- Assistant City Attorney (planning and development), City of Santa Maria, CA
- Deputy County Counsel IV, County of Jackson, OR
- County Counsel I/II, III, Assistant County Counsel (5 positions), County of Santa Barbara, CA
- Deputy District Attorney I, County of Jackson, OR
- Public Defender, County of Santa Cruz, CA
- Public Defender, County of Humboldt, CA
- Public Defender, County of Solano, CA
- Assistant County Clerk-Recorder/Registrar of Voters, County of Nevada, CA
- Deputy City Clerk, City of Petaluma, CA
- Administrative Assistant, Legal Counsel, Valley Water, CA

LIBRARY

- Library Director & CEO, Sacramento Library Authority, CA
- Director of Library Services, City of Long Beach, CA
- Director of Library and Recreation, City of San Rafael, CA
- Assistant Director of Library and Recreation, City of San Rafael, CA
- Deputy Library Director, Sonoma County Library, CA
- Branch Services Manager, City of Long Beach, CA

MARKETING, COMMUNICATIONS, PUBLIC RELATIONS

- Strategic Communications Officer, First 5 Alameda, CA
- Director of Marketing and Communications, North American Blueberry Council, CA
- Director of Marketing & Communications, WBCP Inc., OR
- Strategic Communications Officer, First 5 Alameda, CA
- Director of Marketing and Communications, North American Blueberry Council, CA
- Director of Marketing & Communications, WBCP Inc., OR
- Director of Communications and Industry Relations, North American Blueberry Council, CA
- Director of Communications, North American Blueberry Council/USHBC, CA
- Public Relations Specialist, Valley Water, CA
- Social Media and Marketing Specialist, WBCP Inc., OR
- Copywriter, WBCP Inc., OR
- Social Media Coordinator, WBCP Inc., OR

PARKS & RECREATION, COMMUNITY SERVICES, ARTS

- Director of Youth, Parks & Community Enrichment, City of Sacramento, CA
- Director of Community Services, City of , CA
- Director of Community Services, City of San Rafael, CA
- Director of Community Services, County of Santa Barbara, CA
- Director of Community Engagement, City of Davis, CA
- Director of Parks, City of Ashland, CA
- Director of Parks, County of Santa Barbara, CA
- Assistant Director, Recreation and Parks, City of Santa Maria, CA
- Assistant Parks Director, County of Santa Barbara, CA
- Real Estate Program Manager, Sacramento Area Flood Control Agency, CA

PLANNING, ENVIRONMENTAL, COMMUNITY DEVELOPMENT, BUILDING, TRANSIT

- Chief Building Official, City of Truckee, CA
- Chief Building Official, City of Arcata, CA
- Chief Building Official, City of Astoria, OR
- Chief Building Officer, City of San Rafael, CA
- Chief Building Official, City of Calistoga, CA
- Chief Building Official, City of Sacramento, CA
- Chief Building Official, City of Larkspur, CA
- Chief Building Official, Town of Corte Madera, CA
- Chief Building Official, City of Novato, CA
- Director of Community Development, County of Lake, CA
- Director of Community Development, City of Petaluma, CA
- Director of Community Development, City of San Rafael, CA
- Director of Community Development, City of Grants Pass, OR
- Director of Community Development, City of Sonoma, CA
- Director of Development Services, City of Redding, CA
- Director of Development Services, Port of San Diego, CA
- Director of Transportation, County of Riverside, CA
- Director of Planning & Development, City of Culver City, CA
- Director of Planning, City of Sacramento, CA
- Director of Policy and Planning, County of Sacramento, CA
- Director of Groundwater Sustainability, County of San Luis Obispo, CA
- Director of Planning, County of Santa Barbara, CA
- Executive Director (Planning & Development), County of El Paso, CO
- Assistant Director of Planning, County of Santa Barbara, CA
- Assistant Director of Planning & Development, City of Fresno, CA
- Assistant Director of Community Development, City of San Rafael, CA
- Assistant Director of Community Development, City of Laguna Beach, CA
- Assistant Director of Capital Improvement, Oakland Housing Authority, CA
- Deputy Director of Community Development, County of Lake, CA
- Deputy Director of Housing & Community Development, County of Santa Barbara, CA
- Planning Manager, City of Grants Pass, OR
- Planning Manager, County of Solano, CA
- Planning Manager, City of Napa, CA
- Planning Manager, City of Solvang, CA
- Planning Manager, City of San Rafael, CA
- Subdivision & Mapping Manager, City and County of San Francisco, CA
- Street Maintenance Manager, City of Roseville, CA
- Environmental Planning Manager, County of San Luis Obispo, CA
- Transit Manager, City of Santa Maria, CA
- Construction Manager, Valley Water, CA
- Principal Planner, County of Lake, CA
- Principal Planner, Sacramento Area Flood Control Agency (SAFCA), CA
- Principal Planner/Senior Planner – Housing Emphasis, Town of Truckee, CA
- Senior Planner, County of Lake, CA

PLANNING, ENVIRONMENTAL, COMMUNITY DEVELOPMENT, BUILDING, TRANSIT (CON'T)

- Senior Transit Planner & Transit Planner I/II, City of Petaluma, CA
- Planner I/II/III, County of Santa Barbara, multiple departments (12 positions), CA
- Planner: II/III, Sr. Planner, Principle Env. Planner, Div. Mgr, (4 positions) County of SLO, CA
- County Surveyor, County of Santa Barbara, CA
- County Surveyor, County of Yuba, CA
- Building Inspector I/II (multiple positions), City of Berkeley, CA

PUBLIC SAFETY

- Chief of Police, City of Sacramento, CA
- Fire Chief, City of Hemet, CA
- Fire Chief, County of Jackson Fire District 5, OR
- Fire Chief, Boulder Creek Fire Protection District, CA
- Fire Chief, City of Sacramento, CA
- Fire Chief, City of Victorville, CA
- Chief of Emergency Management, County of Santa Barbara, CA
- Executive Communications Officer, City of Long Beach, CA
- Director of Emergency Management, County of Marin, CA
- Director of Police Oversight, City of Long Beach, CA
- Deputy/Chief of Police, Oakland Housing Authority, CA
- Deputy Fire Chief, City of Santa Maria, CA
- Deputy Fire Chief, Wildlands, County of Marin, CA
- Emergency Communications Manager, City of Astoria, OR
- Emergency Preparedness Manager/Deputy City Manager, City of Fresno, CA
- Emergency Manager, City of Petaluma, CA
- Defensible Space Program Manager, City of San Rafael, CA

PUBLIC WORKS, TRANSPORTATION, ENGINEERING (CON'T)

- Chief Operating Officer, Water Utility Enterprise, Valley Water, CA
- Chief Operating Officer, Administrative and Contract Services, Valley Water, CA
- Director of Transportation, County of Riverside, CA
- Director of Engineering, City of Ceres, CA
- Director of Utilities, City of Sacramento, CA
- Director of Public Works, City of Solvang, CA
- Director of Public Works, City of Roseville, CA
- Director of Public Works, City of San Rafael, CA
- Director of Public Works, City of Santa Maria, CA
- Director of Public Works, City of Sacramento, CA
- Director of Public Works, City of Ashland, OR
- Director of Public Works, County of Shasta, CA
- Director of Public Works & Transportation, City of Irvine, CA
- Director of Electric Utility, City of Roseville, CA
- Director of Electric Utility, Truckee Donner Public Utility District (TPUD), CA
- Assistant Director Public Works, County of Marin, CA
- Assistant Director of Public Works, City of Santa Paula, CA

PUBLIC WORKS, TRANSPORTATION, ENGINEERING (CON'T)

- Assistant Director of Public Works – Transportation, City of Davis, CA
- Assistant Director of Public Works/City Engineer, City of San Rafael, CA
- Assistant Operating Officer of Watershed Stewardship & Planning Div., Valley Water, CA
- Assistant Operating Officer, Treated Water, Valley Water, CA
- Assistant Operating Officer, Dam Safety and Capital Delivery, Valley Water, CA
- Utilities Systems Superintendent, City of Calistoga, CA
- Deputy Director Public Works, Civil/Traffic Engineer, County of Marin, CA
- Deputy Director Public Works/Traffic Engineer, City of San Rafael, CA
- Deputy PW Director/Principal Civil Engineer/Traffic Engineer, City of Santa Maria, CA
- Deputy Public Works Directors: Engineering & Transportation and Operations & Zero Waste, City of Berkeley, CA
- Deputy Transportation Officer & Transportation and Mobility Planning Manager, City of Culver City, CA
- Deputy Operating Officer, Watersheds Design and Construction, Valley Water, CA
- Deputy Operating Officer, Water Utility Capital, Valley Water, CA
- Deputy Operating Officer, Watersheds Operations and Maintenance, Valley Water, CA
- Deputy Operating Officer, Raw Water, Valley Water, CA
- Manager of Engineering (City Engineer), City of Berkeley, CA
- Civil Engineering Manager – Structures & Capital Group, County of Santa Barbara, CA
- Street Maintenance Superintendent, City of Roseville, CA
- Unit Manager, Treatment Plant Design & Commissioning Manager, Valley Water, CA
- Unit Manager, Engineering Utility Operations and Maintenance Manager, Valley Water, CA
- Unit Manager, Asset Management, Valley Water, CA
- Engineering/CIP Manager, City of Petaluma, CA
- Structures and Capital Group Manager, County of Santa Barbara, CA
- Principal Engineer & Engineering Series, San Rafael Sanitation District, CA
- Senior Civil Engineer, City of San Rafael, CA
- Senior Civil Engineer, City of Petaluma, CA
- Senior Engineer, City of Roseville, CA
- Senior Engineer, Environmental/Water Utilities, City of Roseville, CA
- Principal Civil Engineer, City of Santa Maria, CA
- Senior Environmental Planner, Valley Water, CA
- Project Engineer/Power Engineer, City of Palo Alto, CA
- Project Director, City of San Rafael, CA
- Electric Project Engineer, City of Palo Alto, CA
- Assistant Engineer & Junior Engineer, City of San Rafael, CA
- Electric Linesperson/Cable Splicer (High Voltage Lineman), City of Palo Alto, CA
- Electric Operations Manager, City of Palo Alto, CA
- Civil Engineer, Project Manager & Assistant Project Manager, Morton and Pitlo, Sacramento, CA
- Industrial / Mechanical Senior Engineer, SWEED, OR
- Multiple Civil Engineering & Project Management Positions, City of Petaluma, CA
- Power Engineer, City of Roseville, CA

OTHER

- Director of Government Affairs, North American Blueberry Council, CA
- Director of Business Intelligence, North American Blueberry Council/USHBC, CA
- Director of Policy and Planning, SASD & SRCSD, County of Sacramento, CA
- Agriculture Commissioner/Director of Weights and Measures, County of Marin, CA
- Assistant Director, Agriculture Commissioner/Weights and Measures, County of Santa Barbara, CA
- Certified Dog Trainers, Dogs for Better Lives, OR
- Recruiter, WBCP Inc., OR
- Recruitment Coordinator/Project Manager, WBCP Inc., OR
- Shelter Veterinarian, County of Santa Barbara, CA
- Division Sales Representative – Wood Products, SWEED, OR
- Scheduler/Executive Assistant, WBCP Inc., OR
- Personal Assistant, WBCP Inc., OR
- Sourcing & Outreach Specialist, WBCP, Inc., OR



Wendi Brown, President/Owner

wendi@wbcpinc.com | 541-664-0376

WBCP

WBCP RECRUITMENT SERVICES

OPTION 1

PARTIAL RECRUITMENT

ADVERTISING & HEADHUNTING

Consulting Services:
\$5,900

CONSULTING SERVICES INCLUDE:

- Hiring authority and stakeholder meetings (up to 2 hours for community/employee engagement)
- Develop ideal candidate profile & recruitment timeline
- Produce recruitment announcement
- Produce and implement advertising campaign
- Headhunt (LinkedIn, past lists, databases, associations, etc.)
- Implement direct mail campaign (as needed)

*Plus expenses: Between **\$3,000 - \$4,500** for the advertising plan and creative brochure*

Does not include:

- Travel to client location
- Interview panel coordination
- Background or reference checks
- 12-24 month guarantee

OPTION 2

PARTIAL RECRUITMENT

UP TO INTERVIEWS

Consulting Services:
\$18,900

CONSULTING SERVICES INCLUDE:

Everything in Option 1, plus...

- Hiring authority and stakeholder meetings (up to 8 hours for community/employee engagement)
- Application screening
- Shortlist recommendations
- Produce recommended selection assessment tools
- Coordinate candidate scheduling and invitations to interview

*Plus expenses: Between **\$3,000 - \$4,900** for the advertising plan and creative brochure*

Does not include:

- Travel to client location
- Interview panel coordination
- Background or reference checks
- 12-24 month guarantee

OPTION 3

FULL SEARCH SERVICES

Consulting Services:
\$24,900 - \$28,900*

*Depending on position

CONSULTING SERVICES INCLUDE:

Everything in Option 2, plus...

- Hiring authority and stakeholder meetings (up to 2 days of community/employee engagement)
- Panel coordination & interview facilitation
- Background and reference checks
- Virtual and/or in-person interviews (travel up to 2 trips) to client location
- 12-24 month guarantee

*Plus expenses: Between **\$5,500 - \$7,900** for the advertising plan and creative brochure; travel expenses; shipping; multiple panel facilitation, etc.*



WBCP

www.wbcpinc.com

Wendi Brown, President/Owner
wendi@wbcpinc.com | 541-664-0376/ 866-929-WBCP

Sam Sackman, Vice President
sam@wbcpinc.com | 541-630-0657

HOURLY RECRUITMENT SERVICES

**SENIOR RECRUITMENT
CONSULTING SERVICES**

\$250/hour



RECRUITMENT SERVICES FOR



TOWN MANAGER

OCTOBER 9, 2023

TABLE OF CONTENTS

SUBJECT	PAGE
I. COVER LETTER	1 - 2
II. BACKGROUND/QUALIFICATIONS	3 - 6
III. GUARANTEE	7
IV. ORGANIZATIONAL CHART	7
V. WBCP KEY STAFF	8 - 10
VI. RECRUITMENT STRATEGY / PHASES	11 - 12
VII. SCOPE OF WORK	13
VIII. RECRUITMENT TIMELINE	14
IX. REFERENCES	15
X. MARKETING MATERIAL EXAMPLES	15
XI. COST PROPOSAL	16
XII. OTHER	17

I. COVER LETTER.....

October 9, 2023

Ashira Mohammed
Mayor
3150 SW 52nd Ave.
Pembroke Park, FL 33023



RE: Town of Pembroke Park – Town Manager Recruiting Services

It is our pleasure to submit this proposal for recruitment services to secure your ideal candidate to serve as the Town Manager of the Town of Pembroke Park. **WBCP has worked on many Town/City Manager recruitments, and we look forward to the opportunity to partner with the Town of Pembroke Park on this critical position!**

We trust our proposal will showcase our client-focused recruitment process and will act as a testament that we are passionate about what we do to make our clients happy.

It has been proven that great employees are looking for great employers, not just a paycheck. WBCP provides a broader perspective to recruitment services – going beyond securing the ideal candidate – we brand your organization as an employer of choice. We use eye-catching marketing materials, innovative search practices, and responsive and respectful communications with your applicants and stakeholders. **We guarantee we will fill your position, and we guarantee that placement for 24 months.** We provide a fair and equal recruitment process that also focuses on attracting ethnic and gender-diverse applicant pools.

WBCP is talented at working with you to identify the strengths, challenges, and opportunities of this job, the ideal candidate, and your community and organizational culture. WBCP will work with your stakeholders to design a recruitment strategy that will include a customized engagement process. We will have a series of meetings, discussions, stakeholder interviews, and survey(s) to get to know you, the organization, the community, the culture, and the staff whom the future Town Manager will lead.

We have exceptional experience successfully recruiting for Town/City Manager positions, with several of our recent notable recruitments including, but not limited to:

- Town Manager, Town of Windsor, CA
- Town Manager, Town of Truckee, CA
- City Administrator, City of Rogue River, OR
- City Administrator, City of Duvall, WA

To see a list of similar recruitments, visit pages 5 – 6 of this proposal, and to see a full list of our clients and successful recruitments, visit: <https://tinyurl.com/ycyv3h9h>

Either I or one of my executive recruiters will take the lead in managing this recruitment. I have over two decades of experience in public sector executive search services and provided direct search services through WBCP since 2004. WBCP now has offices in Oregon, Washington, Arizona, and California, and we are expanding into the thriving Florida market. We are thrilled about the prospect of collaborating with the Town of Pembroke Park on this vital recruitment! We are confident in our ability to deliver excellent results. While we have not conducted a recruitment in Florida, I have over 20 years of experience breaking into new geographic and industry markets and have close to a 100% success rate filling our open positions with excellent candidates who are retained for long periods of time. We will be able to do the same in the State of Florida, and our recruitment guarantee proves that. After you use us once, you will likely use us again, as the majority of our clients are repeat users of our services. We have a list of testimonials on our website we encourage you to peruse [HERE](#).

I. COVER LETTER.....

WBCP, Inc. staff are experts in the virtual recruitment process. We are providing these services seamlessly and will be able to effectively support a virtual recruitment process or coordinate COVID-compliant in-person interviews and/or hybrid virtual and/or in-person interviews; WBCP is willing to travel during COVID.

Recruiting top talent has become the number-one topic among administrators. New and innovative recruitment strategies are critical to identifying and securing candidates with a deep understanding of how to assess and meet community needs and address future challenges. WBCP understands the complexity of community leadership, and we are prepared to provide a thorough, complete, and fair recruitment process to provide a diverse applicant pool. **Upon our 2022 year-end review, we found that over the last three years, 69% of our applicants and 70% of our candidates placed in leadership positions with our clients came from diverse backgrounds.** In fact, because of our ability to reach diverse applicant pools, we were hired by two national Latino organizations to recruit for an Executive Director and other leadership positions: Latino Public Broadcasting and Radio Bilingüe (two of the largest Latino national nonprofit organization in the U.S.).

Clients choose our firm over others because of our ability to work with your support staff and stakeholder group (including boards, appointed/elected officials, and engaged constituents), manage all details of a recruitment process, and secure great candidates. Our dedication and commitment to the client are complemented by our deep understanding and ability to effectively navigate challenging political climates.

Our clients have great things to say about the quality of the service we provide and the amazing candidates we find them, In fact, many of our clients are return customers. Please feel comfortable reaching out to these organizations to get their feedback directly.

Lastly, I love what I do, and I am passionate about finding exceptional candidates who are also passionate about serving others. My staff and I are driven and desire to exceed client expectations. I appreciate your consideration in retaining our services and hope to have an opportunity to work with you in the future.

Best Regards,



Wendi Brown | Founder/President, WBCP, INC.
wendi@wbcpinc.com | 541-664-0376
www.wbcpinc.com

DIVERSITY

70%

*of WBCP candidates
placed in leadership
positions come from a
diverse background*

II. BACKGROUND & QUALIFICATIONS.....

Principal: Wendi Brown, President

Company Legal Name: WBCP, Inc.

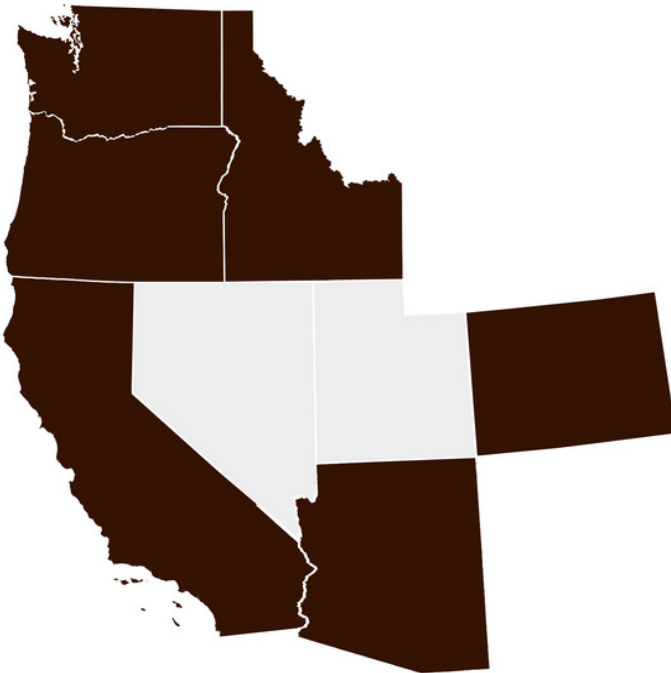
Tax ID: 81-5454037

Website: www.wbcpinc.com

Phone: 866-929-WBCP (9227) / 541-664-0376

Address:

- **Oregon Main Office:** 213 E Main St., Rogue River, OR, 97537
- **California Main Office:** Roseville, CA 95661, & Santa Barbara, CA, 93101
- **Arizona Main Office:** Gilbert, AZ 85233
- **Washington Main Office:** Seattle, WA 98164
- **Satellite Office:** San Jose, CA



WOMEN OWNED

WBCP, Inc. is a 100% woman-owned business, an S Corporation, not part of a parent company, and is a registered small business through the U.S. Small Business Administration (SBA). WBCP is registered to do business in California, Oregon, Washington, and Arizona and soon expanding in other states. WBCP files and pays California S Corp and personal income taxes.

BUSINESS HISTORY

WBCP, Inc. has been in business since 2004, and serves nonprofit and public sector organizations. WBCP offers a variety of services, including: partial and full service search services for individual contributor, supervisor, management and executive management positions; human resources consulting; organizational development, training, classification and compensation studies, analysis and assessments, etc.

II. BACKGROUND & QUALIFICATIONS.....

WBCP has over 20 years of experience providing search services for public sector and non-profit organizations. We have successfully secured professionals and provided other consulting services in California, Arizona, Colorado, Idaho, Oregon, and Washington.

Oregon, California, Arizona, and Washington Cities of: Arcata, Ashland (OR), Astoria, Berkeley, Calistoga, Central Point (OR), Ceres, Chandler (AZ), Corte Madera, Culver City, Davis, Dunsmuir, Duvall (WA), Fremont, Fresno, Garibaldi (OR), Grants Pass (OR), Gold Hill (OR), Hemet, Hubbard (OR), Independence (OR), Irvine, Laguna Beach, Larkspur, Lincoln, Livermore, Long Beach, Medford, Milpitas, Napa, Novato, Oakland, Oxnard, Palo Alto, Pasadena, Petaluma, Phoenix (AZ), Phoenix (OR), Port Hueneme, Redding, Riverside, Roseville, Rogue River (OR), Sacramento, San Francisco, San Rafael, Santa Maria, Santa Paula, Santa Rosa, Solvang, Sonoma, Sutter Creek, Truckee, Ventura, Vernon, Victorville, and Windsor.

Oregon, California, Colorado, Idaho, and Washington Counties of: Alameda, Colusa, Contra Costa, El Paso (CO), Fresno, Humboldt, Jackson (OR), King (WA), Lake, Lane (OR), Los Angeles, Marin, Mariposa, Mendocino, Merced, Mono, Napa, Orange, Riverside, Sacramento, San Benito, San Bernardino, San Mateo, San Francisco, San Joaquin, San Luis Obispo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Solano, Sonoma, Stanislaus, Tuolumne, Yuba, and Yolo.

Local and National Councils, Boards, and Districts: Boulder Creek Protection District, California Prison Industry Authority (CALPIA), Cosumnes Community Services District, Hass Avocado Board (HAB), Jackson County Fire District 5, Los Angeles County Employees Retirement Association (LACERA), Mendocino County Air Quality Management District, Nevada Irrigation District, Newark Chamber of Commerce, North American Blueberry Council/U.S. Highbush Blueberry Council (NABC/USHBC), Oakland Housing Authority, Olivehurst Public Utility District, Orange County Employees Retirement System (OCERS), Placer County Transportation Planning Agency (PCTPA), Sacramento Area Flood Control Agency (SAFCA), Sacramento Employment & Training Agency (SETA), Sacramento Public Library Authority, Sacramento Sewer District, Sacramento Suburban Water District, San Benito Council of Governments, San Diego Port Authority, San Rafael Sanitation District (SRSD), Sonoma County Library, Tri-City Mental Health Authority (TCMHA), Truckee-Donner Public Utility District (TDPUD), Tuolumne Utilities District, and Valley Water.

Nonprofit and Joint Powers Authorities (JPAs): CDS Publications, Center Point, Central California Legal Services (CCLS), Community Food Bank, Community Works, Dogs for Better Lives/Dogs for the Deaf, First 5 (Alameda County, California Association, Fresno, Santa Barbara County, San Mateo), Futures Without Violence (Family Violence Protect Fund), Gold Coast Health, Greater Richmond Interfaith Program (GRIP), Los Angeles Unified School District (LAUSD), La Public Media, Latino Public Broadcasting, Northern Valley Catholic Social Service (NVCSS), Options Recovery, Radio Bilingüe, Santa Cruz County Animal Services Authority, Teton County Joint Housing Authority (TCJHA), Transitions-Mental Health Association, Valley Consortium for Medical Education (VCME), Water Forum and West Angeles Church of God in Christ.

Private Organizations: Central California Truck and Trailer, Morton & Pitalo, NAVA, SWEED, Touchstone Accounting

Consulting services (classification and compensation services, competency modeling, job description development, job family development, job analysis): City of Fremont, City of Medford, City of Santa Maria, City of Santa Paula, County of Humboldt, County of Mariposa, County of Santa Barbara, and County of San Luis Obispo.

INDUSTRIES

- Organizational Leadership
- Economic Development
- Facilities & Operations
- Financial, Administrative Services, Accounting, Auditing
- Health & Human Services, Housing, Unhoused
- HR, Risk, Labor/Employee Relations
- Information Technology
- Legal, Counsel, Clerk
- Library
- Marketing, Communications, PR
- Parks & Rec, Community Services, Arts
- Planning, Environmental, Community Development, Building, Transit
- Public Safety
- Public Works, Transportation, Engineering

II. BACKGROUND & QUALIFICATIONS.....

BELOW IS A LIST OF SIMILAR RECRUITMENTS WBCP HAS SUCCESSFULLY MANAGED:

ORGANIZATIONAL LEADERSHIP

- City Manager, City of Pasadena, CA
- City Manager, City of Port Hueneme, CA
- City Manager, City of Ceres, CA
- City Manager, City of Santa Rosa, CA
- City Manager, City of Gold Hill, OR
- City Manager, City of Sonoma, CA
- City Manager, City of Petaluma, CA
- City Manager, City of Phoenix, OR
- City Manager, City of Dunsmuir, CA
- Town Manager, Town of Windsor, CA
- City Administrator, City of Rogue River, OR
- City Administrator, City of Hubbard, OR
- City Administrator, City of Duvall, WA
- County Executive Officer, County of Shasta, CA
- Assistant City Manager (Public Safety), City of Sacramento, CA
- Assistant City Manager (Municipal Services), City of Sacramento, CA
- Deputy City Manager, City of Long Beach, CA
- Chief Executive Officer, CalPIA (California Prison Authority), CA
- Chief Executive Officer, Newark Chamber of Commerce, CA
- Chief Executive Director, Valley Consortium of Medical Education, CA
- Executive Director, Water Forum, CA
- Executive Director, Teton County Joint Housing Authority, ID
- Executive Director, Placer County Transportation Planning Agency, CA
- Executive Director, Options Recovery Services, CA
- Executive Director, Latino Public Broadcasting, CA
- Executive Director, First 5 Association of California, CA
- Executive Director, First 5 Santa Barbara County, CA
- Executive Director, First 5 Fresno, CA
- Executive Director, San Benito Council of Governments, CA
- Executive Director, Northern Valley Catholic Social Service, Redding, CA
- Executive Director, Community Food Bank, CA
- Executive Director, Greater Richmond Interfaith Program, CA
- Executive Director, Tri-City Mental Health Authority, CA
- Executive Director, Sacramento Employment and Training Agency, CA
- Executive Director, Arts Commission, County of Santa Barbara, CA
- Executive Vice President, Center Point, CA
- Vice President/Business Development Director, WBCP Inc., OR
- ACEO - Assistant County Executive Officer, County of Napa, CA
- ACEO - Assistant County Administrative Officer, County of Santa Barbara, CA

II. BACKGROUND & QUALIFICATIONS.....

BELOW IS A LIST OF SIMILAR RECRUITMENTS WBCP HAS SUCCESSFULLY MANAGED:

ORGANIZATIONAL LEADERSHIP (CON'T)

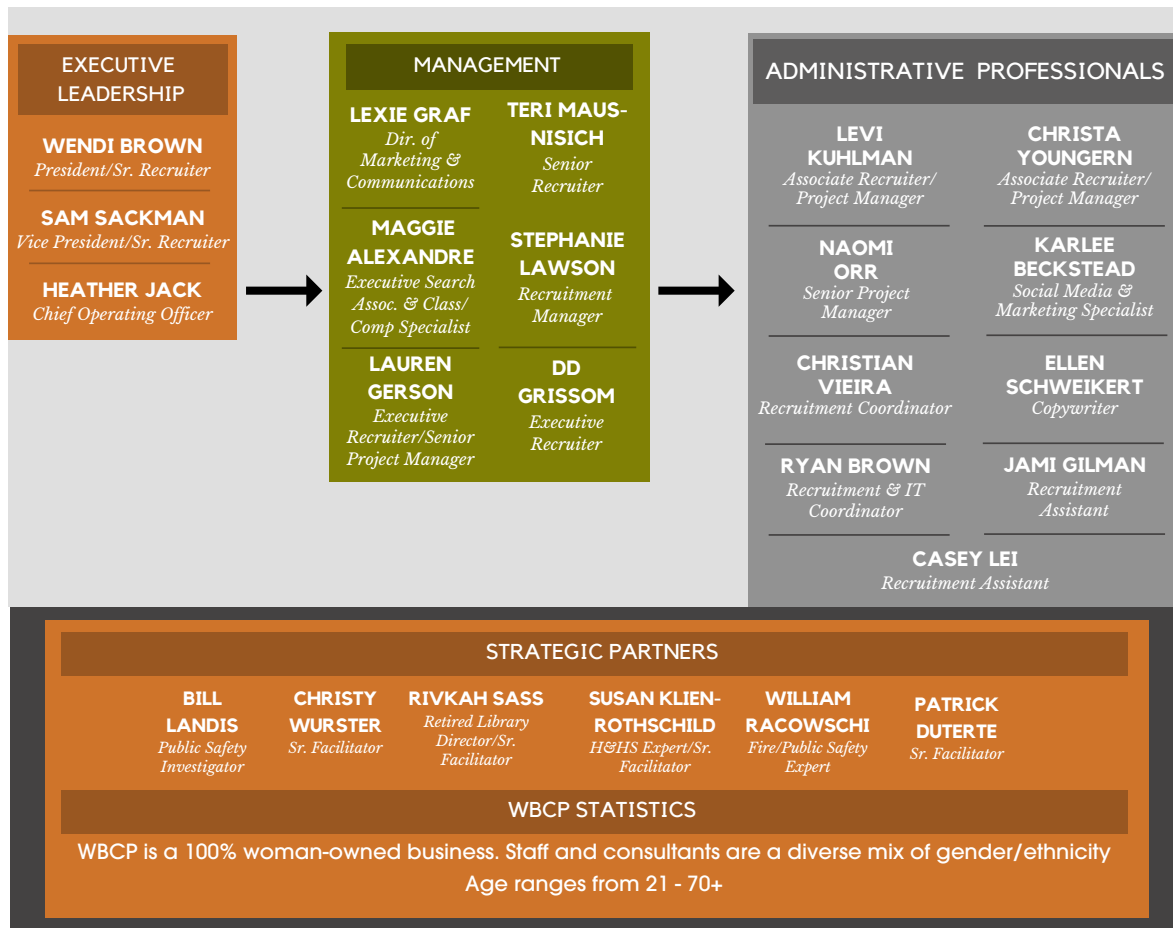
- ACAO - Assistant County Administrator, County of San Joaquin, CA
- ACAO/HR Director, County of Mariposa, CA
- Assistant Executive Director, First 5 San Mateo, CA
- Chief Operating Officer, IT and Administrative Services, Valley Water, CA
- Chief Operating Officer, Water Utility Enterprise, Valley Water, CA
- Chief Operating Officer, Futures Without Violence, CA
- Chief Operating Officer/Executive Director, Valley Consortium for Medical Education, CA
- Chief Operating Officer, WBCP Inc., OR
- General Manager, Olivehurst Public Utility District, CA
- General Manager, Tuolumne Utilities District, CA
- General Manager, LA Public Media, CA
- General Manager, Radio Bilingüe, CA
- General Manager, Santa Cruz County Animal Services Authority, CA

Check out our full list of
recruitments here:
<https://tinyurl.com/ycyv3h9h>

III. GUARANTEE.....

- (1) We guarantee successful placement and will provide continued consulting services for one additional recruitment/replacement (however, client will pay for any additional direct cost expenses).
- (2) If a candidate selected and appointed by the Client terminates employment for any reason before the completion of the first **24 months** of service, WBCP will provide the Client with the necessary consulting services required to secure a replacement. Professional consulting services will be provided at no cost to the Client; however, additional expenses will be covered by the Client. The Guarantee is valid for one recruitment/replacement only.
- (3) **Work Performed Out Of Scope:** To provide the best results for our clients, we strongly recommend a steadfast commitment to agreed-upon dates/times for critical recruitment milestones (shortlist meeting and interview dates). Any change of date and time initiated by the client after a recruitment is rolled out may result in a forfeiture of the recruitment guarantee. Any work performed after the recruitment has been rolled out and dates have been agreed upon – to adjust these dates or times will result in additional charges at our hourly rate.

IV. ORGANIZATIONAL CHART.....



V. WBCP KEY STAFF.....

WENDI BROWN

*Lead Consultant/Sr.
Executive Recruiter*



I am the President of WBCP, an executive search and human resources consultancy, serving clients in Oregon and California. My team and I are passionate about helping organizations improve their recruitment services, place great talent, conduct department assessments, redesign antiquated processes, revise job descriptions, conduct salary and benchmark studies, and more. I have over 20 years of experience in marketing and advertising and combine this with my background in recruiting to successfully place hard-to-fill, management, and executive positions. I have worked in various industries – advertising and public relations, national real estate franchisor, global manufacturing – and I have worked with nonprofit and public sector organizations since 1999. Formerly, I was an internal Human Resources Consultant for the County of Orange, California, providing countywide communications, human resources, executive search, and recruiter training services to the Assistant Chief Executive Office/Human Resources Director and, at that time, 25 decentralized departments, with 17,000 employees, serving a community of 300,000. I have a Bachelor's of Science in Business Administration with an emphasis in Marketing from Colorado Technical University; have earned several certificates in Project Management, Global Business, Marketing, and Human Resources; and working towards a Master's in Management at Southern Oregon University

TERRI MAUS-NISICH

*Sr. Executive
Recruiter*



Here at WBCP, Terri Maus-Nisich holds a pivotal role as one of our Senior Executive Recruiters, leveraging her extensive background as a distinguished leader in local government. With a local government career spanning over 40 years, Terri's journey includes transformative roles within the County of Santa Barbara, where she ascended from Parks Director to Assistant County Executive Officer, overseeing vital municipal and health/human service departments. Her remarkable impact encompasses leadership in Homeless Services, Communications, and Emergency Management, driving community engagement, disaster recovery, and support for vulnerable populations. Before her tenure in Santa Barbara, Terri spent 15 years with the City of Santa Clarita in roles ranging from analyst to Deputy City Manager. Throughout her remarkable career, Terri prioritized strategic planning, organizational development, and innovative problem-solving, garnering numerous awards. Holding a Bachelor's Degree from UC Santa Barbara, a Masters of Public Administration from Cal State Northridge, and a graduate certificate from Harvard University's JFK School of Government, Terri's commitment to excellence underscores her role as an invaluable asset in identifying top-tier executive talent for local government.

V. WBCP KEY STAFF.....

LAUREN GERSON

Executive Recruiter



Lauren serves as an Executive Recruiter at WBCP, where she excels in managing the entire recruitment process. Beginning her career in operations and events for renowned breweries and restaurants, she later transitioned to business operations and career services. Prior to joining WBCP, she assisted jobseekers overcoming employment barriers through a career coaching company. Lauren's diverse background encompasses project management, client relations, resume writing, HR operations, and risk management. She holds a Bachelor's degree in Philosophy with a minor in English Literature from Whittier College, showcasing her analytical and communication skills. Her multi-faceted expertise and dedication make her an asset to WBCP's executive recruitment endeavors.

LEXIE GRAF

*Director of Marketing
& Communications/
Recruiter*



Lexie Graf is WBCP's Director of Marketing & Communications. As a marketing professional, she has been primarily focusing on copywriting, content creation, and brand strategy in her career. Lexie has a knack for understanding each clients' unique needs, allowing her to adapt her writing voice and branding as needed. Along with developing and overseeing the creation of social media, marketing materials, and advertising plans for WBCP, Lexie collaborates with the recruitment team in meeting clients' needs and deadlines. Before working at WBCP, Lexie wrote for Indeed and the University of Wisconsin Colleges, helping her develop a deep understanding of career development, recruitment, and public sector careers. Throughout her marketing career, Lexie has produced a wide variety of campaigns and deliverables, such as blogs, digital and print ads, website content, brochures, social media posts, eBooks, and magazines. Notable projects throughout her career include developing content for two websites and collaborating on an email marketing campaign that won an American Advertising Award in multiple categories. Lexie has a Bachelor's in Communications with certificates in Digital Studies and Environmental Studies from the University of Wisconsin – Madison.

HEATHER

JACK

*Chief
Operating
Officer*

Heather Jack is WBCP's Chief Operating Officer and lead Project Manager. Since starting at WBCP in 2015, she has grown into an integral part of the business. Heather uses her strong organizational skills and attention to detail to support all recruitments from start to finish, coordinate timelines, oversee the team's productivity. Meeting clients' deadlines and major milestones is one of Heather's top priorities, making her our go-to person for all things calendar and project management-related. Heather also assists with projects in human resources with several municipalities in Oregon and California. Other aspects of her role include supporting employee engagement, salary and benchmark studies, and business operations. During her time at WBCP, Heather has modernized processes and scaled technology systems for the company. Prior to working with WBCP, Heather worked at Hannon Library, developing organizational, research, and interpersonal skills. Heather has a Bachelor of Science degree in Anthropology and a double minor in Environmental Studies and French from Southern Oregon University.

V. WBCP KEY STAFF.....

STEPHANIE LAWSON

*Recruitment
Manager*

Stephanie started working for WBCP in 2019. She acts as support for all facets of the recruitment process, as well as any other tasks to assist the WBCP team. Some of her core responsibilities include candidate and panel coordination, candidate review, calendar and timeline management, and interview material preparation. Prior to working for WBCP, Stephanie had several roles in hospitality where she further developed her client relations, communications, and clerical skills. Stephanie has a Bachelor's of Science degree in Business Administration with a focus in Hospitality from Southern Oregon University.

MAGGIE ALEXANDRE

*Executive Search
Assoc. &
Class/Comp
Specialist*

Maggie Alexandre is a Human Resources professional with over 30 years of experience, and is WBCP's key Executive Search Associate and Classification and Compensation Specialist for WBCP since 2018. Prior to working at WBCP, Maggie was a Human Resources Director in the San Francisco Financial District and led an 80 person team of human resource professionals. She began her career in HR at Robertson, Stephens & Company, a boutique investment bank, and continued in the HR Director role at other investment banks and private equity firms until 2016. Maggie studied Anthropology at California State University, Long Beach and received her Human Resources Management Certificate from California State University, San Francisco.

CHRISTA YOUNGERN

*Associate Recruiter/
Project Manager*

As a Associate Recruiter/Project Manager, Christa supports the full cycle of the recruitment process from candidate review and copywriting to interview facilitation and candidate coordination. Prior to joining WBCP, Christa worked in higher education where she recruited blue-chip athletes, built multiple championship teams, and managed complex and politically sensitive projects. She brings an incisive interpersonal skillset as well as deep experience in organizational change management and leadership. Her talent for identifying the oft intangible elements that make a person successful in their role makes her an asset to our clients. Christa has Bachelor of Arts degrees in both Political Science and English from California Lutheran University as well as a Master of Arts degree in Education from Whittier College.

LEVI KUHLMAN

*Associate Recruiter/
Project Manager*

Levi serves as one of WBCP's Associate Recruiter/Project Managers and plays an integral role in managing our recruitments and clients. Some of his primary duties include meeting with clients, screening candidates, preparing for interviews, leading headhunting efforts, and overseeing candidate coordination. Levi's strong interpersonal skills coupled with his eagerness to work with others helps him create lasting relationships with clients and candidates. Prior to his time with WBCP, Levi was the President of a real estate company where he oversaw a residential real estate team in the Willamette Valley, Oregon. In addition to the great work he does for WBCP, our clients, and our candidates, Levi also operates a small catering company on the side. Currently, Levi is dually enrolled at Oregon State University and Western Governors University pursuing his MBA/MPA.

VI. RECRUITMENT STRATEGY / PHASES.....

WBCP knows how to customize your search strategy to meet your unique recruitment needs. We customize your recruitment based on the specific needs, target audience, and challenges for each recruitment; however, below is a baseline approach for most recruitments.

CLIENT & STAKEHOLDER MEETINGS

We require the Client and/or Search Committee, and other stakeholders identified by the Client, be involved in the initial and final phases of this recruitment. These are critical phases to ensure we obtain a clear sense of the priorities and the successful hire of the right candidate. WBCP will meet with various stakeholders as warranted by the Client and the level of the position in the organization. These meetings will allow us an opportunity to gather information and gain knowledge about the organization, community, and unique aspects of the recruitment to design the ideal candidate professional profile, advertising materials, and strategic approach

FEEDBACK OUTCOME / TIMELINE DEVELOPMENT

Following the Client/stakeholder meetings, we will develop a detailed timeline for the recruitment along with a proposed advertising plan for approval.

CREATIVE DEVELOPMENT

Immediately following the client feedback activities, we will draft the competencies for the recruitment and advertising material/recruitment brochure for the Client's review. This information will summarize what was learned from Client-related interviews and will be used to advertise the opening.



MARKETING STRATEGY & IMPLEMENTATION

WBCP will execute a customized marketing/ad plan once the job announcement is created. An ad plan could include the following (based on assumptions), and will be customized based on information gathered in Phase I:

ONLINE ADVERTISING – Including local and national job boards, associations, social media, and other industry-related job postings targeting ideal candidates; job boards that reach a desired geographic area and reach a diverse ethnicity.

E-DIRECT MAIL ADVERTISING – including WBCP's current database of potential applicants, we have access to other professional lists and will source more lists through associations, contacts, etc.

SOURCING/HEAD HUNTING – WBCP will contact individuals targeted and generate new contacts through referrals made by respected sources. WBCP is a LinkedIn recruiter and we have access to over 350 million profiles via LinkedIn to assist us in targeting ideal candidates.

COMMUNICATION WITH CLIENT

We will provide weekly updates on the progress of this search unless the client prefers more or less frequent communications. We tailor our communications in accordance with our Client's needs.



VI. RECRUITMENT STRATEGY / PHASES.....

RESUME ASSESSMENT

WBCP will review resumes as they are received and/or at the close of the recruitment. Those candidates determined to be the most highly qualified will be selected for a screening interview.

SCREENING INTERVIEWS / REPORT TO CLIENT

WBCP does not restrict the number of applicants or candidates to be screened. Rather, we interview candidates who meet our ideal candidate criteria; frequently this group amounts to 20 candidates, or on average 20% of the applicant pool. Following the completion of the phone screen interviews, we will develop a report/recommended shortlist of candidates, which includes: resumes, cover letters, and a one-page profile summary of candidates' professional history, including a brief overview of WBCP's assessment and the results of their phone screen. We will meet with the selection committee/Client to review this report and select candidates for interviews. In this meeting, we will review the recruitment plan and discuss the final stages of the selection process.



COMMUNICATION WITH CANDIDATES

WBCP will take responsibility for communicating with the applicants/candidates during each phase of the search process and Client should refer any inquiries from potential or existing applicants directly to WBCP.

SELECTION PROCESS

WBCP will design and administer an appropriate final selection process based on the needs of the Client (tailored to the need and recruitment). WBCP will facilitate the invitation and coordination of these meetings/interviews and provide additional assessment tools/recommendations such as interview questions, writing and presentation exercises, problem solving scenarios, etc.

COMMUNICATION WITH CLIENT

Following the interviews and the Client's top candidate(s) selection, we will assist the Client with facilitating a thorough background and reference check. A typical approach includes a review of federal, state, and local criminal background checks and academic verification by a licensed background agency. Reference checks are conducted over the phone by a senior consultant and a final report is provided to the Client. References are completed on candidate(s) being considered after initial/panel interviews.



NEGOTIATIONS

Once the client reviews and is comfortable with the findings in the background and reference report, we are available to assist with negotiations on compensation, benefits, start date, and other transition details.

PLEASE NOTE: Due to COVID-19 Guidelines, WBCP, Inc. is committed to providing services listed herein, typically these services are executed in-person, however, we will facilitate all services virtually as needed and have successfully managed many virtual and hybrid interviews (partial in-person/part virtual) since March 2020 for our clients.

VII. SCOPE OF WORK.....

- Facilitate initial kick-off meeting with Client and other meetings that may include Executive Leadership, staff, community, and other stakeholders to assist with identifying the ideal candidate profile.
- Assist Client hiring authority/stakeholders in modifying the job description (as needed), and develop a recruitment announcement, marketing materials, and advertising plan for the recruitment.
- Attend all other meetings and engagements as needed or identified by the Client.
- Implement advertising plan including: publication, headhunting, direct mail, and other online and email marketing efforts.
- Provide timely updates and progress reports to the client regarding search services; every two weeks or as Client identifies is needed.
- Preliminary internet searches will be conducted on recommended candidates.
- Coordinate interview panel(s) as needed, or coordinate this process with Client.
- Receive and review applicants and screen those applicants to identify top candidates. Top screened paper applicants will be video/phone screened by recruiter to identify the key competencies (technical and interpersonal) to assist in identifying the top group of candidates who will be recommended at the Client/WBCP shortlist meeting.
- Facilitate shortlist meeting with Client – review and select candidates who will be invited to interview.
- Coordinate invitations to candidates.
- Develop interview questions and other selection details to meet specific needs and identify key competencies of candidates.
- Facilitate interviews with panel(s).
- Background and reference checks will be conducted with candidates who are identified as final candidates after initial Client interviews have been conducted. Background checks will typically include the following: criminal (local, state, and federal), education, credit, social security. References will be conducted based on a 360-degree perspective and will include staff, peers, and superiors. Onsite background services are available at an additional fee (see fees for details)
- Facilitate offer and negotiations with selected candidate; as directed by Client.

VIII. RECRUITMENT TIMELINE.....

*BELOW IS A SAMPLE OF AN EXECUTIVE SEARCH TIMELINE THAT
WBCP WILL CUSTOMIZE FOR THIS RECRUITMENT*

Week 1:

- Secure services with search firm, WBCP, Inc.
 - WBCP can schedule a Kickoff meeting as soon as we are selected.
- WBCP: review search parameters and recruiting processes with Client
 - Interview with hiring authority and other stakeholders for competencies
 - Identification of advertising venues and ideal candidate prospects
 - Calls, meetings, or coordination with other stakeholders for information gathering

Weeks 1 + 2:

- Develop and approvals: recruitment process, deadlines, ad plan and strategy, recruitment timeline and brochure
- Print coordination (if applicable)

Weeks 2 + 3:

- **OPEN RECRUITMENT AND AD PLAN:** Implement marketing plan and direct mail (if applicable)
- Secure panel member calendars
- Timeline may be extended if direct mail piece is included (i.e., print/postage)
- Finalize panel members and interview logistics and invitations to panel members

Weeks 4, 5, + 6:

- Receive applications –Collect and source applicants will continue until recruitment closes

Weeks 7 + 8:

- **CLOSE RECRUITMENT AND ADVERTISING**
- Conduct initial phone screen to identify shortlist of candidates
- Preliminary check on shortlist candidates (Google search)
- Candidate profiles developed and short list recommendations to client

Weeks 9 + 10:

- **MEETING – Client confirms selection of candidates to be advanced to panel interviews**
- Finalize questions, presentation, in-basket (as determined)
- Coordinates invitations with selected top candidates (shortlist)
- Produce panel candidate interview packets

Weeks 10 + 11:

- WBCP facilitates interview process – Interview process will be customized based on client and community needs:
 - **Day 1: Panel Interviews Conducted; Day 2: 2nd Interviews with executive leaders;**
 - 3rd interviews may be scheduled as needed with Boards/Commissions, etc.;
 - As needed schedule staff and/or community discussions/meetings

Week 12:

- WBCP conducts background and reference checks (backgrounds may be conducted by Client if current contract exists)
- WBCP conducts full reference checks for candidate(s) selected for Board/Commission interviews; or when Client is interested in making an offer

NEGOTIATIONS / HIRE:

- Hire date to accommodate possible candidate relocation
- Client (WBCP available to assist in process) conducts offer and facilitates salary negotiations with preferred candidate

IX. REFERENCES.....

1-Town of Truckee, California

Positions Filled:

- Town Manager

Contact Information:

- Jennifer Callaway, Town Manager - jcallaway@townoftruckee.com
- Anna Klovstad, Mayor/Council Member - aklovstad@townoftruckee.com | 503-582-2913

2-City of Duvall, Washington

Positions:

- City Administrator

Contact Information:

- Amy Ockerlander, Mayor - amy.ockerlander@duvallwa.gov | 425-788-1185

3-Town of Windsor, California

Positions Filled:

- Town Manager

Contact Information:

- Mark Linder, Former Interim Town Manager - marklinder46@yahoo.com | 408-891-8912

X. MARKETING MATERIAL EXAMPLES.....

Click below to see our marketing samples for similar positions. To see all of our brochures, visit: wbcpinc.com/closed-jobs-private/ and use the password:

#wbcp202212*

- [Town Manager, Town of Truckee, CA](#)
- [Town Manager, Town of Windsor, CA](#)
- [City Administrator, City of Duvall, WA](#)
- [City Administrator, City of Rogue River, OR](#)
- [City Manager, City of Port Hueneme, CA](#)
- [City Manager, City of Dunsmuir, CA](#)

XI. COST PROPOSAL.....

WBCP will not limit the number of hours we work on a recruitment, rather we charge a flat rate and will spend the time necessary to ensure we are successful. Consulting fees will be billed in thirds at the beginning (open for applications and advertising campaign launched), middle (shortlist selection), and end of the recruitment process (selection made and background/ references concluded).

SERVICE COST PER RECRUITMENT TOWN MANAGER

Description of Services/Deliverables:	Inclusive Rate per Recruitment:
<u>Consulting Services:</u> Phases I-IV in the proposal's scope of work	\$28,900 (flat rate)
<u>Expenses:</u> Includes travel to client location (up to 2 trips), or document shipping fees/delivery charges to facilitate virtual meetings, advertising (may include print and postage), brochure design (flat fee of \$950.00 for graphic design), panel packet content, delivery charges, fees for background and reference checks, may include fee for one additional consultant to travel (and related expenses) and facilitate an additional panel for one day.	Up to \$7,900 (direct expenses not-to-exceed)

Out of Scope of Work: To provide the best results for our clients, we strongly recommend a steadfast commitment to agreed upon dates/times for critical recruitment milestones (shortlist meeting and interview dates). Any change of date/time initiated by the Client after they have been solidified may result in a forfeiture of our recruitment guarantee, as delays in the process may cause candidates to drop out and increase the likelihood of a "no selection" outcome. Additionally, any subsequent work for WBCP that arises out of such changes is considered out of scope work and may result in these hours being billed to our client at an hourly rate in addition to the consulting services fee.

ADDITIONAL BACKGROUND SERVICES AVAILABLE – *these services can be added to the package if desired*

Onsite Investigative Background Services: In addition to the background reports, education verification, credit report, and reference checks, which are included in the expenses above, WBCP also offers onsite investigative background services. If the client wishes to conduct a background check that includes an onsite visit by a trained private investigator and former Police Chief (similar to a police background check) please contact our office for an estimate for these services.

Force Majeure: *Client agrees that WBCP, Inc. is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes, and/or Acts of God) that prevent WBCP, Inc. from meeting its obligations under this Agreement.*

XII. OTHER.....

INSURANCE

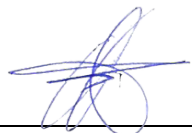
WBCP and its sub-consultants have reviewed the contractual agreement and the Insurance Requirements. If selected, WBCP will execute said agreement and will provide the required insurance documents. WBCP will submit certificates of insurance as evidence of the required coverage limits. Insurance policies include: liability, errors and omissions, workers compensation, and vehicle insurance.

CONFIDENTIALITY SAFEGUARDS

Confidentiality is paramount in the work we do. We ensure that the client and candidate information we receive, and conversations with our client (and certainly discussions in closed session) are kept confidential. There are several physical safeguards we have in place including: locked and alarmed office space, password, and encryption protected information on our computers and servers, multiple backup systems. As information is shared with our client, we discuss the importance of confidentiality and why it is important to the candidates they are considering but also brands the organization appropriately. We also ask candidates who are interviewed to keep candidate information confidential, as they may see or meet a candidate during the process. We emphasize that confidentiality is not just until the recruitment is completed, and a candidate is hired, confidentiality is in perpetuity. Leaked information is not a reputation that a client wants to receive, as this could deter future applicants from applying.

ORGANIZATIONAL DIVERSITY STATEMENT

WBCP embraces cross-cultural diversity and we are committed to equitable treatment and elimination of discrimination in all its forms at all organizational levels and throughout all consulting practices, including search services. We strive to reach diverse groups of people to inform them of leadership opportunities. **Upon our 2022 year-end review, we found that over the last three years, 69% of our applicants and 70% of our candidates placed in leadership positions with our clients came from diverse backgrounds.** We will make extensive efforts to attract a qualified applicant pool that represents a broad range of gender and ethnically diverse individuals.



Wendi Brown, President

OCTOBER 9, 2023

Date

Client, Title

Date



S. RENÉE NARLOCH
& ASSOCIATES
PROFESSIONAL EXECUTIVE RECRUITMENT

A PROPOSAL TO CONDUCT
EXECUTIVE RECRUITMENT SERVICES
FOR

TOWN MANAGER

ON BEHALF OF THE
TOWN OF PEMBROKE PARK, FL

S. RENÉE NARLOCH, PRESIDENT
2910 Kerry Forest Pkwy D4-242, Tallahassee, FL 32309
P 850.391.0000
info@srnsearch.com

www.srnsearch.com



October 6, 2023

Ms. Marlen Martell
Town Clerk
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023

Dear Ms. Martell:

We appreciate the opportunity to provide the Town of Pembroke Park with a proposal to conduct a search for the position of Town Manager. Our proposal includes an overview of our qualifications and costs related to our services.

With respect to this recruitment for the Town of Pembroke Park, you should know:

- S. Renée Narloch & Associates has extensive experience conducting quality searches that result in the placement of candidates ideally suited to clients' needs. S. Renée Narloch & Associates is incorporated in Florida and is a small, woman-owned business. For many years, Ms. Narloch, President, served as the Senior Vice President of Recruitment for a national public sector consulting firm, responsible for recruitments in 40+ states. Her career in public sector recruitment spans over 25 years, during which time she has participated in hundreds of public sector searches nationwide.
- S. Renée Narloch & Associates is currently conducting recruitments on behalf of the **City of St. Cloud, FL** (Finance Director); **City of Sugar Land, TX** (Director of Finance; Director of Budget & Strategy); **Leon County, FL** (Grants Manager); and the **Housing Authority of the City of Tulsa, OK** (Director of Real Estate Development); and **Opportunity Home San Antonio, TX** (Chief Real Estate Officer).
- Ms. S. Renée Narloch, President, has extensive experience conducting public sector executive recruitments throughout the nation, including more than 400 searches for clients such as the **Pinellas County Sheriff's Office, FL** (Human Resources Director); **City of St. Cloud, FL** (Human Resources & Risk Management Director; Police Chief; Information Technology Director; Environmental Utilities Director); **City of Fort Lauderdale, FL** (Deputy Director of Human Resources; City Manager; City Attorney; Assistant City Manager; Finance Director; Director of Sustainable Development; Building Official); **City of Tallahassee, FL** (City Manager; Fire Chief; Airport Director; Director of Human Resources); **City of Delray Beach, FL** (City Attorney); **City of Miami Beach, FL** (City Manager); **Miami-Dade County, FL, Public Housing and Community Development** (Director of Public Housing Division; PHCD Development Director; RAD Program

2910 Kerry Forest Pkwy D4-242, Tallahassee, FL 32309 ♦ T 850.391.0000



S. RENÉE NARLOCH
& ASSOCIATES
PROFESSIONAL EXECUTIVE RECRUITMENT

Manager; Housing Choice Voucher Division Director); **City of Coral Springs, FL** (City Manager; Deputy City Managers (2); Director of Economic Development; Director of Financial Services); **Cumberland County, NC** (Human Resources Director; Assistant County Manager Community Services); **San Antonio Housing Authority (SAHA), TX** (Director of Human Resources; Director of Community Development Initiatives; Development Services & Neighborhood Revitalization Officer; Director of Information Technology; President and CEO; Director of Federal Housing Programs; Chief Operating Officer; Director of Communications and Public Affairs); **Dallas County, TX** (Human Resources Director); **Sedgwick County, KS** (Director of Human Resources; County Manager; Health Department Director); and many others. Ms. Narloch will conduct the recruitment for the Town Manager for the Town of Pembroke Park. A sample of past clients is included in our proposal (Clients, Page 7).

- S. Renée Narloch & Associates has highly trained staff, a vast network of contacts and professional affiliations in public sector management, and a proven recruitment process tailored to our clients' needs, which will result in a quality pool of candidates.

Thank you for your consideration. Please do not hesitate to contact us at 850.391.0000 should you have questions or need additional information.

Sincerely,

S. Renée Narloch, President

2910 Kerry Forest Pkwy D4-242, Tallahassee, FL 32309 ♦ T 850.391.0000

TABLE OF CONTENTS

ABOUT US	1
OUR UNDERSTANDING OF THE REQUESTED SERVICES.....	1
PRIMARY CONTACT.....	1
OUR FIRM HISTORY AND EXPERIENCE	1
SMALL BUSINESS/MINORITY BUSINESS.....	2
STATEMENT OF PROFESSIONAL STANDARDS.....	2
OUR RECRUITMENT PROCESS	3
DEVELOPING THE CANDIDATE PROFILE	3
ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE.....	3
RECRUITING CANDIDATES.....	3
SCREENING CANDIDATES	4
PRELIMINARY INTERVIEWS.....	4
PUBLIC RECORDS SEARCH.....	4
RECOMMENDATIONS.....	4
FINAL INTERVIEWS.....	4
BACKGROUND CHECKS/DETAILED REFERENCE CHECKS.....	5
NEGOTIATIONS.....	5
COMPLETE ADMINISTRATIVE ASSISTANCE.....	5
THE TEAM	6
S. RENÉE NARLOCH, PRESIDENT.....	6
ELLIOTT S. PERVINICH, VICE PRESIDENT.....	6
LIANA VELEZ THOMPSON, SENIOR CONSULTANT.....	6
CLIENTS/REFERENCES	7
CLIENTS.....	7
REFERENCES.....	9
COST PROPOSAL	10
PROFESSIONAL FEE AND EXPENSES	10
CANDIDATE TRAVEL	10
PAYMENT	10
GUARANTEE	10
SCHEDULE.....	11

ABOUT US

OUR UNDERSTANDING OF THE REQUESTED SERVICES

S. Renée Narloch & Associates is highly qualified to assist the Town of Pembroke Park in the recruitment of the new Town Manager. We have extensive experience providing recruitment services, ranging from the initial contact with candidates to the successful hiring and placement of candidates.

We are able to successfully manage all aspects of the recruitment process. We will work closely with the Town to protect the integrity of the recruitment and to ensure a successful outcome. The Town can be assured we will place a high priority on this recruitment, and our dedicated staff will provide their full attention throughout the entire recruitment process. Our recruiters have serviced hundreds of public sector clients, and we understand the importance of an objective and thorough process.

PRIMARY CONTACT

Ms. S. Renée Narloch, President, will conduct the Town Manager recruitment for the Town of Pembroke Park. Her contact information is as follows:

S. Renée Narloch, President
2910 Kerry Forest Pkwy D4-242
Tallahassee, FL 32309
P: 850.391.0000
Email: reneen@srnsearch.com
Website: www.srnsearch.com

OUR FIRM HISTORY AND EXPERIENCE

S. Renée Narloch & Associates' recruiters are known throughout the industry as leading public sector recruiters by both clients and candidates. We have a reputation for conducting quality searches that result in the placement of candidates ideally suited to meet our clients' needs. We pride ourselves on our responsiveness to clients and candidates, and we assure the Town of Pembroke Park that the highest caliber of service will be provided throughout the recruitment process.

S. Renée Narloch & Associates is incorporated in the State of Florida and is a small, woman-owned business. For many years, Ms. Narloch served as the Senior Vice President of Recruitment for a national public sector consulting firm. Her career in public sector recruitment spans over 25 years, during which time she has participated in hundreds of public sector searches nationwide. In addition, our firm is comprised of individuals who are highly trained and experienced in the recruitment of public sector executives. Our office is located in Tallahassee, Florida.

S. Renée Narloch & Associates is currently conducting recruitments on behalf of the [City of St. Cloud, FL](#) (Finance Director); [City of Sugar Land, TX](#) (Director of Finance; Director of Budget & Strategy); [Leon County, FL](#) (Grants Manager); and the [Housing Authority of the City of Tulsa, OK](#) (Director of Real Estate Development); and [Opportunity Home San Antonio, TX](#) (Chief Real Estate Officer).

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We maintain a database of potential candidates, and our vast network of contacts and resources will be invaluable in identifying outstanding candidates, including those who may not be currently looking for opportunities. Our experience, combined with our proven recruitment process, expansive network of contacts, and knowledge of outstanding candidates, will ensure the Town of Pembroke Park has a quality group of finalists from which to select the new Town Manager.

SMALL BUSINESS/MINORITY BUSINESS

S. Renée Narloch & Associates is, by federal and state guidelines, considered a small, woman-owned business based on the size of our firm, our annual business earnings, and the percentage of ownership held (100%) by a woman/minority.

STATEMENT OF PROFESSIONAL STANDARDS

S. Renée Narloch & Associates believes in sound and ethical business practices. We understand that confidence and respect are imperative to our success. Our services to clients and candidates involve relationships that depend on good faith efforts. We conduct business forthrightly with no intentional misrepresentations, which could mislead clients or candidates. We refrain from using any sourcing techniques that involve deception or falsehood and do not engage in activities that violate antitrust laws. Communication between us, our clients, and candidates is impartial and accurate. We make a concerted effort to see that the position, our clients, and candidates are represented honestly and factually. We honor the confidentiality of proprietary information received from clients and candidates and will disclose any knowledge of potential conflicts of interest to client agencies and candidates.

OUR RECRUITMENT PROCESS

S. Renée Narloch & Associates' unique, client-driven approach to executive search will ensure that the Town of Pembroke Park has a pool of high-quality candidates from which to select the new Town Manager. Outlined below are the services we provide in our recruitment process.

DEVELOPING THE CANDIDATE PROFILE

Our understanding of the Town's requirements will be the foundation of a successful search. We will work directly with the Board, Town staff, and others involved in the process in order to learn as much as possible about what the organization expects of a new Town Manager. We can also meet with other key staff or community members to gather information. We want to learn about the values and culture of the organization, as well as understand the current issues, challenges, and opportunities that face the Town of Pembroke Park. We also want to be fully acquainted with the Town's expectations regarding the knowledge, skills, and abilities sought in the ideal candidate, and we will work with your organization to identify expectations regarding education and experience. Additionally, we want to discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidate. As part of this process, we will provide an evaluation of the compensation and benefits of the Town Manager position. Based on these discussions, we will develop a profile that addresses the responsibilities, core competencies and professional characteristics and traits, education and training, operational and organizational issues, and other factors relevant to this position. The profile that we develop together at this stage will guide our recruitment efforts.

ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE

After gaining an understanding of the Town's needs, we will design an effective advertising campaign that is appropriate for the recruitment. We will focus on professional journals that are specifically suited to the Town Manager search, such as the ICMA Newsletter, utilizing venues that will ensure a diverse pool of applicants, including qualified minority and women candidates. We will also utilize social media and will develop a professional recruitment brochure on the Town's behalf that will discuss the community, organization, position, and compensation. Once completed, we will mail the brochure to an extensive audience, making them aware of the exciting opportunity with the Town of Pembroke Park.

RECRUITING CANDIDATES

After cross-referencing the profile of the ideal candidate with our database of thousands of candidates and our contacts in the field, we will conduct an aggressive outreach effort that includes making personal calls to prospective applicants in order to identify and recruit outstanding candidates, including qualified minority and women candidates. We realize that the best candidate is often not looking for a new job, and this is the person that we actively pursue to become a candidate. Aggressively marketing the Town Manager position to prospective candidates will be essential to the success of the search.

SCREENING CANDIDATES

Following the closing date for the recruitment, we will screen all resumes and cover letters using the criteria established in our initial meetings to narrow the field of candidates.

PRELIMINARY INTERVIEWS

We will conduct preliminary interviews with the top 10 to 12 candidates in order to determine which candidates have the greatest potential to succeed in your organization. During the interviews, we will explore each candidate's background and experience as it pertains to the Town Manager position. In addition, we will discuss the candidate's motivation for applying for the position and make an assessment of his/her knowledge, skills, and abilities. We will devote specific attention to determining the likelihood of the candidate's acceptance of the position if an offer of employment is made.

PUBLIC RECORDS SEARCH

Following the interviews, we will conduct a review of published articles that reference each candidate. Various sources will be consulted, including Lexis-Nexis™, a newspaper/magazine search engine, Google, and local papers from the communities in which the candidates have worked. This brings to our attention any further detailed inquiries that we may need to make at this time.

RECOMMENDATIONS

Based on the information gathered through meetings with your organization and preliminary interviews with candidates, we will typically recommend three to five candidates for your consideration. We will prepare a report on each candidate that focuses on the results of our interviews and public record searches, to include detailed information pertaining to the candidates' professional experiences and accomplishments, strengths and potential gaps, and background information. We will make specific recommendations, but the final selection of those to be considered will be up to you.

FINAL INTERVIEWS

Our years of experience will be invaluable as we help you to develop an interview process that objectively assesses the qualifications of each candidate. We will adopt an approach that fits your needs, whether it is a traditional interview, multiple interview panel, or assessment center process. We will provide you with suggested interview questions and rating forms, and we will be present at the interviews to facilitate the process. Our expertise lies in facilitating the discussion that can bring about a consensus regarding the final candidates.

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience since the manner in which the entire process is conducted will have an effect on the candidates' perception of your organization.

BACKGROUND CHECKS/DETAILED REFERENCE CHECKS

Based on final interviews, we will conduct a credit, criminal, civil litigation, and motor vehicle record checks for the top one to three candidates. In addition, those candidates will be the subjects of detailed, confidential reference checks. In order to gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. We will ask candidates to provide the names of their supervisors, subordinates, and peers for the past several years. Additionally, we will make a point of speaking confidentially to individuals known to have insight into a candidate's abilities, but who may not be on his/her preferred list of contacts. At this stage in the recruitment, we will also verify candidates' educational backgrounds and any required certifications.

NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Our experience provides us with insight into current industry standards and expectations in negotiating contracts, and we will be available to advise you regarding current approaches to difficult issues such as housing and relocation. Working to secure the appointment of your chosen candidate, we will represent your interests and advise you regarding salary, benefits, and employment agreements. We have the expertise to turn a very sensitive aspect of the recruitment into one that is viewed positively by both you and the candidate.

COMPLETE ADMINISTRATIVE ASSISTANCE

Throughout the recruitment, we will provide the Town with updates on the status of the search, and we will provide a schedule for actions and deliverables at the beginning of the process. We will also take care of all administrative details on your behalf. Candidates will receive personal correspondence advising them of their status at each critical point during the recruitment. In addition, we will respond to inquiries about the status of their candidacy within 24 hours. Every administrative detail will receive our attention.

THE TEAM

Our staff at S. Renée Narloch & Associates is comprised of a diverse group of individuals who have extensive experience in the recruitment of public sector executives. The team assigned to the Town Manager search will include Ms. Narloch, who will be the lead consultant, with assistance from Mr. Elliott Pervinich and Ms. Liana Velez Thompson.

S. RENÉE NARLOCH, PRESIDENT

Ms. Narloch is the President of S. Renée Narloch & Associates and the Director of our office located in Tallahassee, Florida. She is recognized as one of the nation's leading public sector recruiters. She has more than 25 years of experience conducting public sector recruitments and has participated in more than 400 searches nationwide. Prior to forming S. Renée Narloch & Associates, Ms. Narloch spent ten years as the Senior Vice President of a public sector executive search firm with responsibilities for clients in 40 states from Texas northward to the East Coast. She also previously served as a Senior Recruiter with DMG and MAXIMUS with sole responsibility for the firm's executive search practice in the Southeastern, Mid-Atlantic, and Mid-Western states. Ms. Narloch is considered an expert in public sector recruitment and is often a guest speaker at the International City/County Management Association (ICMA) Annual Conference. Ms. Narloch received her Bachelor of Science degree in Information Studies, summa cum laude, from Florida State University, Tallahassee, Florida.

ELLIOTT S. PERVINICH, VICE PRESIDENT

Mr. Pervinich is the Vice President of S. Renée Narloch & Associates' office located in Tallahassee, Florida. He concentrates on client outreach and business operations. Mr. Pervinich previously worked for a local city government in central Texas as a team-building trainer and facilitator in corporate development, which has given him great insight into the needs of our clients. He has twelve years of experience working in executive administration in both the local government and the for-profit sectors. Mr. Pervinich received his Bachelor of Science degree in Recreation and Leisure Services Administration from Florida State University, Tallahassee, Florida.

LIANA VELEZ THOMPSON, SENIOR CONSULTANT

As a Senior Consultant with S. Renée Narloch & Associates, Ms. Thompson is responsible for research, candidate recruitment, screening, reference checks, and background verifications. She focuses on client communication and works closely with clients to coordinate candidate outreach and ensure a successful search. Prior to joining S. Renée Narloch & Associates, Ms. Thompson spent several years in the field of special education. Ms. Thompson received her Bachelor of Arts degree, magna cum laude, and a Master of Special Education from Florida State University, Tallahassee, Florida.

CLIENTS/REFERENCES

CLIENTS

S. Renée Narloch & Associates' recruiters have extensive experience, placing more than 400 public sector professionals. Below is a list of some of the clients for which Ms. Narloch has recruited in the last few years. For a complete client list, please contact us.

City of Boca Raton, FL Building Official; Risk Manager	Portsmouth Redevelopment & Housing Authority (PRHA), VA Executive Director
City of Dunedin, FL Community Development Director; Communications Director; City Manager; Finance Director; City Clerk	Housing Authority of the City of Tulsa, OK President/CEO; VP/CFO
City of St. Pete Beach, FL Building Official	New Orleans Redevelopment Authority, LA Executive Director
City of Coral Springs, FL City Manager; Director of Economic Development; Deputy City Manager (2 positions); Director of Finance; Police Chief	City of Oak Creek, WI City Administrator
City of St. Cloud, FL IT Director; Environmental Utilities Director; Human Resources & Risk Management Director; Police Chief	Houston Housing Authority, TX President/CEO
City of Delray Beach, FL City Attorney	City of Durham, NC Director of Technology Solutions
Broward County, FL Assistant Director of Economic & Small Business Development; County Attorney; Port Everglades Chief Executive/Port Director; Port Everglades Director of Business Development	Cumberland County, NC Assistant County Manager - Community Support Services; Human Resources Director
Sumter County, FL Public Works Director; Fire Chief; Development Services Director; Assistant Public Works Director Engineer; Staff Engineer	City of Fort Lauderdale, FL Finance Director; City Manager; Assistant City Manager; Building Official; City Attorney; Director of Sustainable Development; Deputy Director of Human Resources
Workforce Development Board (WDB), OH Executive Director/CEO	City of Sugar Land, TX Assistant Director of Finance; Director of Budget & Strategy
City of San Antonio, TX Assistant Finance Director - Procurement	City of Topeka, KS City Manager; Administrative and Financial Services Director
San Antonio Housing Authority (SAHA), TX Director of Community Development Initiatives; Development Services & Neighborhood Revitalization Officer; Director of Information Technology; Director of Human Resources; President and CEO; Director of Federal Housing Programs; Chief Operating Officer; Director of Communications and Public Affairs	Rochester-Genesee Regional Transportation Authority (RGRTA), NY Chief Executive Officer (CEO)
SOS Children's Villages - Florida Chief Executive Officer	City of Arlington, TX Deputy City Manager; Parks & Recreation Director
Virginia Commonwealth University (VCU), Richmond, VA Police Chief	Florida Public Transportation Association Executive Director
Alexandria Redevelopment and Housing Authority (ARHA), VA Chief Executive Officer	Leon County (Tallahassee), FL Building Official

S. RENÉE NARLOCH & ASSOCIATES

CLIENTS/REFERENCES

PAGE 7

City of Austin, TX
 Assistant Director, Public Works Engineering and Project Delivery
 City of Dallas, TX
 Assistant Director of Transportation Operations; Assistant Director of Water Utilities; City Manager; City Attorney; Managing Director of Environmental Quality; Assistant Director of Street Services (Maintenance)
 El Paso Water Utilities-Public Service Board, TX
 President/CEO
 Louisiana Housing Corporation, LA
 Executive Director
 Children's Board of Hillsborough County, FL
 Executive Director
 Alachua County, FL
 County Manager
 Housing Authority of the City of Brownsville, TX
 Chief Executive Officer
 Pasco County, FL
 County Manager
 Lee County, FL
 County Manager; County Attorney
 Pinellas Suncoast Transit Authority (PSTA), FL
 Chief Financial Officer
 City of Tallahassee, FL
 City Manager; Human Resource Director; Fire Chief; Director of Airport; Assistant General Manager - Underground Utilities & Public Infrastructure (Engineering Division)
 Orange County, FL
 Chief of Corrections
 Hillsborough County, FL
 Director of Head Start; Affordable Housing Services Director; County Administrator
 City of Quincy, FL
 Finance Director
 Fort Worth Housing Authority, TX
 President/CEO
 Wake County, NC
 County Manager
 Metropolitan Washington Airports Authority, DC
 Vice President for Public Safety
 Sebring Airport Authority (SAA), FL
 Airport Manager
 Scott Consolidated Emergency Communications Center (Scott County, IA)
 Emergency Services Dispatch Director
 City of Virginia Beach, VA
 Deputy City Manager; Assistant Human Services Director
 Wayne County, MI
 Deputy Chief Director of Personnel; Chief Deputy CFO

City of Coconut Creek, FL
 City Attorney
 City of Newport News, VA
 Fire Chief
 City of Margate, FL
 City Attorney; Director of Environmental and Engineering Services
 City of West Palm Beach, FL
 Director of Public Utilities; Director of Engineering Services
 City of Rye, NY
 City Manager
 Franklin County, OH
 County Administrator; Animal Care & Control Services Director; Director of Job & Family Services
 Sedgwick County, KS
 County Manager; Health Department Director; Director of Human Resources
 City of Wichita, KS
 Director of Law; Director of Housing & Community Services
 Dallas County, TX
 Director of Human Resources
 Palm Beach County, FL
 County Administrator; Director of Capital Improvements
 South Padre Island, TX
 Convention & Visitors Bureau Director
 Town of Lake Lure, NC
 Town Manager; Project Manager
 Town of Addison, TX
 City Manager
 Durham County, NC
 Fire Marshal/City-County Emergency Management Director
 City of Hallandale Beach, FL
 Comptroller
 Community Coordinate Care for Children (4C), FL
 Chief Officer of Education
 Person County, NC
 County Manager
 Cincinnati Metropolitan Housing Authority (CMHA), OH
 Director of Accounting
 Centre Area Transportation Authority (CATA), PA
 Director of Transportation, Director of Finance, Data Analyst
 TOHO Water Authority, FL
 Executive Director; General Counsel
 City of Thomasville, GA
 City Manager; Assistant City Manager; City Engineer

Western Reserve Transit Authority, OH
Executive Director
City of Charlottesville, VA
City Manager
Greater Richmond Transit Co (GRTC), VA
Chief Executive Officer
Collier County, FL
Director of Facilities Management
City of Dania Beach, FL
City Manager
City of Washington, IL
City Administrator
Consolidated Dispatch Agency (Tallahassee), FL
Director

York County, SC
County Manager
Miami-Dade County, FL, Public Housing and
Community Development
Director of Public Housing Division; PHCD
Development Director; RAD Program Manager;
Housing Choice Voucher Division Director
International Association of Campus Law
Enforcement Administrators (IACLEA), MD
Executive Director
Johnson County, KS
County Auditor; County Appraiser; Chief Legal
Counsel
City of Baytown, TX
Police Chief; Director of Public Affairs; City
Attorney; Assistant City Manager

REFERENCES

Clients and candidates provide the best testament to our ability to conduct quality searches. Listed below are a few clients for whom Ms. Narloch has conducted searches. The average tenure of placements is approximately five years.

CLIENT: Pinellas County Sheriff's Office, Largo, FL
REFERENCE: Ms. Saila Bradl, Human Resources Manager
10750 Ulmerton Rd., Largo, FL 33778
(727) 582-6783; sbradl@pcsonet.com
POSITION: Human Resources Director

CLIENT: City of Dunedin, FL
REFERENCE: Ms. Theresa Smalling, Director of Human Resources & Risk Management
750 Milwaukee Ave, Dunedin, FL 34698
(727) 298-3042; TSmalling@DunedinFL.Net
POSITIONS: City Manager; Finance Director; City Clerk; Director of Community Development;
Director of Communications

COST PROPOSAL

PROFESSIONAL FEE AND EXPENSES

The professional fee for conducting this recruitment on behalf of the Town of Pembroke Park is \$26,500 plus actual expenses. Services covered by the fee consist of all steps outlined in this proposal, including up to three (3) onsite/video meetings. Expenses are estimated not to exceed \$5,250 and include items such as the cost of consultant travel, clerical support, placement of ads, newspaper searches, education verification, as well as credit, criminal, and civil checks. In addition, postage, photocopying, and telephone charges are included and will be allocated. Expenses related to the use of audio/video conferencing equipment by the Town for interviews and candidates' travel for interviews are the responsibility of the Town of Pembroke Park.

CANDIDATE TRAVEL

With respect to candidate travel for interviews, we typically ask candidates to make their travel arrangements and advise them the Town will reimburse them directly for reasonable airfare, hotel, and auto expenses if allowed. We advise candidates on what is standard and customary in the industry, as well as the Town's expectations and parameters regarding travel. Our experience has been that candidates use discretion and stay within reasonable limits both in pricing and scheduling.

PAYMENT

We will invoice the Town of Pembroke Park monthly for professional fees and expenses for services incurred as of the date of the invoice. We expect payment of the invoice within 30 days of receipt by the Town. Typically, this results in three monthly invoices of 30% of professional fees and expenses, with a final invoice for the remaining ten percent of professional fees due upon the selection of the finalist.

GUARANTEE

We guarantee that, should the selected candidate be terminated for cause within the first year of employment, we will conduct the search again at no cost (with the exception of expenses) to the Town. We are confident in our ability to recruit outstanding candidates and do not expect the Town to find it necessary to exercise this provision.

SCHEDULE

We are available to begin the search for the Town Manager immediately, and our current workload is such that we can ensure the Town will receive our full attention throughout the entire recruitment process. We will be prepared to make our recommendation regarding finalists within 75 to 90 days from the start of the search. A standard recruitment can typically be completed in less than 16 weeks and follows an approach and schedule similar to the one below:

WEEK	TASK:
1	Conduct meetings with the Board, Town staff, and others involved in the process
2	Develop recruitment brochure and advertisements
3	Town reviews recruitment brochure and advertisements
4	Recruitment brochure printed and advertisements placed
5	Active recruitment of candidates begins
9	Closing date
10	Screen resumes
11-12	Recruiter interviews top candidates
12-13	Public records search
14	Review recommendations with the Board, Town staff, and others involved in the process
15	Candidates interview with the Town, follow-up interviews, and consultant reference/background checks
16	Candidate selected

ORDINANCE NO. 23-_____

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES BY AMENDING CHAPTER 15 ENTITLED "LICENSES AND BUSINESS REGULATIONS;" CREATING ARTICLE IV, TO BE ENTITLED "MOBILE FOOD DISPENSING VEHICLES;" PROVIDING FOR THE REGULATIONS OF MOBILE FOOD VENDORS IN ACCORDANCE SECTION 509.102, FLORIDA STATUTES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park desires to update and amend the Town Code to provide for reasonable regulations of mobile food dispensing vehicles and ensure compliance with Section 509.102, F.S.; and

WHEREAS, Sec. 509.102, F.S., preempts local government from imposing certain regulations of mobile food dispensing vehicles; and

WHEREAS, Sec. 509.102, F.S., expressly prohibits a municipality from requiring a separate license, registration, or permit other than those provided by state law; and

WHEREAS, municipalities may regulate the operation of mobile food dispensing vehicles, with the exception of those areas that are otherwise preempted; and

WHEREAS, following proper notice to the public and after having received input and participation by interested members of the public and staff, the Town Commission finds that this ordinance updating the Town code to establish certain regulations for mobile food dispensing vehicles and to comply with Sec. 509.102, F.S., is in the best interest of the citizens, residents, and business establishments in the Town.

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Page 1

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 Words in underlined type are additions.

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

Section 1. RECITALS ADOPTED. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. CHAPTER 15 OF TOWN CODE AMENDED. Article 15, entitled “Mobile Food Dispensing Vehicles,” of Chapter 15 of the Town code, is hereby created and shall read as follows:

Sec. 15 Mobile Food Dispensing Vehicles

Sec 15-409 Definitions. For purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- 1) “Mobile Food Dispensing Vehicles” shall be as defined in Section 509.102, F.S., as may be amended from time to time.
- 2) “Temporary Commercial Kitchen” shall be as defined in Section 509.102, F.S., as may be amended from time to time.

Sec. 15-410 Licenses

Mobile Food Dispensing Vehicles and Temporary Commercial Kitchens shall comply with all federal, state, and local health and safety regulations and requirements, and shall obtain and maintain any and all licenses required by any other health organization or governmental organization having jurisdiction over the same. The license under which the mobile food truck is operating shall be firmly attached and visible on the mobile food truck at all times, and shall be produced to a law enforcement officer, or City code enforcement officer upon demand. The Town shall not require any additional license, registration, or permit as required by Section 509.102, F.S., as amended.

Sec. 15-411 Restrictions, Mobile Food Dispensing Vehicles

- 1) Mobile Food Dispensing Vehicles are allowed on private property that is designated and used for residential, commercial, industrial, recreational or non-residential purposes, subject to the following conditions:

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Page 2

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- (a) No display areas, merchandise or stored items in association with the mobile food dispensing vehicle or those associated with the principal use of the property, which are displaced due to the mobile food vending activity, shall encroach onto any public street, right-of-way, easement, or onto any adjacent private property without express permission from that property owner.
- (b) The mobile food dispensing vehicle shall set up and locate the vehicle, wares, and any associated displays in accordance with the principal structure setbacks of the underlying property's land use designation.
- (c) The mobile food dispensing vehicle sales area shall not exceed more than three parking spaces or 600 square feet in area, whichever is greater. The mobile food dispensing vehicle shall designate a portion of the sales area as a waiting area for patrons. Such designated area shall not conflict with or impede traffic. In addition, one parking space for each 100 square feet of the mobile food dispensing vehicle area shall be required for customer parking. However, at no time may the required number of parking spaces for the principal use of the property be rendered nonconforming due to the mobile vendor use.
- (d) Mobile food dispensing vehicles shall not remain on the property overnight.
- (e) Mobile food dispensing vehicles shall operate in compliance with the Town's noise regulations.
- (f) Mobile food dispensing vehicles shall not display or use any sign or banner that is prohibited in the Town.
- (g) Mobile food dispensing vehicles are prohibited from discharging fat, oil, grease or waste into the sanitary sewer system. Waste shall be properly stored onsite, and removed or disposed of at a properly designated location.
- (h) All menus and signage shall be fully affixed at the mobile food dispensing vehicle. Detached signs are not permitted.
- (i) Mobile food dispensing vehicle may only conduct operations from dawn to dusk unless additional operations are allowed pursuant to a special event permit.
- (j) Mobile food dispensing vehicles shall not interfere with required parking, loading and unloading spaces, or the vehicular access to those spaces for the principal use.

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Page 3

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- (k) Mobile food dispensing vehicles shall not block, damage, or interfere with required landscaping, buffers, or stormwater drainage systems on the subject property.
 - (l) Mobile food dispensing vehicles shall not interfere with or block fire lanes on the subject property.
 - (m) Only one mobile food dispensing vehicle shall be permitted on any one parcel less than one-half acre in size. No more than two mobile food vendors shall be allowed on any one parcel exceeding one-half acre in size. The Town Manager may authorize and approve more than two mobile food dispensing vehicles to on a single parcel on a case by case basis after review of the site plan.
 - (n) No tables, chairs, umbrellas, or other furniture for patron seating may be placed outside the mobile food truck unless the property owner has obtained a City-issued special event permit.
 - (o) The sale of alcoholic beverages shall be conducted in compliance with the State alcohol license requirements.
- 2) Temporary Commercial Kitchens shall operate within the limitations provided by Section 509.102, F.S., as amended.

Sec. 15-412 Penalties:

It shall be unlawful for any person to violate any of the provisions of this Article. Violations may be enforced by any means allowable by law, including, but not limited to, code enforcement action or citation against the property owner, Mobile Food Dispensing Vehicle owner, or Temporary Commercial Kitchen owner, code enforcement citation under Ch. 162, F.S. or other legal action. Each day a violation occurs shall constitute a separate offense and shall be punishable hereunder as a separate offense and all penalties are nonexclusive.

Section 3. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be

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renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or such other word or phrase in order to accomplish such intention.

Section 4. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

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

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF _____, 2023.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF _____, 2023.

ATTEST:

MAYOR ASHIRA MOHAMMED

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

Jacob G. Horowitz
Interim Town Attorney

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Page 5

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AGENDA ITEM REPORT



To: Commission
Subject: Discussion items for the November 27, Workshop Commission Meeting
Meeting: AGENDA REGULAR COMMISSION MEETING - Nov 08 2023
Department: Administrative
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

I will not be attending the Workshop Commission meeting, but I would like to discuss with the Commission the following items:

Walk Program for Employees and Residents
Aden Life Saving Ring
Food Purchasing Policy

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Recommending support from the Commission

ATTACHMENTS:

[Mayor Central Admin Food in the Workplace & Celebratory Events Policy_Final](#)



CENTRAL ADMINISTRATION FINANCIAL POLICY

Responsible Office: Central Finance and Administration
Date Effective: July, 2016

Policy for Food in the Workplace and Celebratory Events

Central Administration Staff and Units

Policy Statements

There are certain occasions that warrant the provision of food and meals at meetings and/or celebratory events for staff members. This policy outlines the criteria and provisional guidelines to aid departments in efficiently managing these benefits.

This policy should be managed out of the current operating budget of the department and should not have incremental budget impact. Amounts per person noted in here are the maximum; lower amounts are encouraged at the department's discretion.

Business Meals (Restaurant, Catered, and Take-out Meals)

- Business meals are meals with faculty, staff, students, donors or other external parties during which specific documented business discussions take place.
- Employees are expected to exercise fiscal responsibility when choosing restaurants.
- The below guidelines are "up-to" guidelines and are inclusive of tax and tip. The expectation is that catered and take-out meal per person pricing is typically lower than restaurant pricing:
 - o Breakfast \$15 maximum per person
 - o Lunch \$30 maximum per person
 - o Dinner \$75 maximum per person
- NOTE: Central Administration does not allow for managers and staff to regularly take each other out for meals at Harvard's expense. These types of meals are done at the expense of the employees involved.

Internal Meetings and Celebratory Events

Central Administration Units may have different preferences for celebratory events and food in the workplace. Working within approved per person budget parameters, departments have flexibility to pursue different approaches. Please work with your local finance or administrative leader to understand the desired approaches, the available budget, and local approval processes. **General per person thresholds for the below items range from \$5-\$25 per person unless noted specifically below.**

1. Internal Meetings
 - For longer meetings, please make an effort to not schedule them over a mealtime when possible.
 - For longer meetings that do overlap with a mealtime:
 - o If the meetings only include internal team members, please encourage a brown bag lunch.
 - o For larger meetings that include participants from other groups or outside of Harvard, please first consult with your finance or administrative leader if you are considering providing food at the meeting. It should not be the norm to offer food at meetings, but there may be an exceptional reason to do so.
2. New Staff – New hires/permanent employees (not including temps, students, and contractors) may be provided with a welcome meal. The welcome meeting can be done in a number of ways but each Central Administration Unit is asked to create and implement a consistent policy across all departments. For example:



CENTRAL ADMINISTRATION FINANCIAL POLICY

Responsible Office: Central Finance and Administration
Date Effective: July, 2016

- New hires can be taken out for a reasonable meal with their direct managers. At the discretion of the department budget, managers may invite additional attendees whose meals will be covered.
- Departments can hold a semi-annual or annual (in office) new hire welcome breakfast/luncheon, hosted by the VP or Senior Management to welcome all new hires that have started during that period. This can be integrated into the on-boarding program.

3. Celebratory Events – Central Administration Units may spend modest pre-approved amounts from appropriate funding sources to recognize employees under certain circumstances.

The use of university funds for a celebratory event is allowable for the following occasions:

- **Celebrations for departing or retiring employees.**
 - The size of the event should correspond with years of service and position level. When possible, these celebrations should include multiple departing or retiring employees. For guidance on gifts for departing or retiring employees, please refer to the Central Administration "Policy for Gifts."
- **Occasional employee morale-building events.**
 - Examples include a department-wide luncheon or similar departmental event (e.g., summer employee picnic, annual departmental retreat, office happy hour).
- **Holiday Parties.**
 - Spending for holiday parties should not exceed \$50 per person for unit-wide events. Central Administration Units have discretion on whether they have both a Unit-wide and local department holiday parties. Please first consult with your finance or administrative leader if you are considering having a local department holiday party.

Use an appropriate funding source.

- a) Federally sponsored funds should never be used to charge morale-building events, alcoholic beverages, or celebratory events.
- b) Non-federally sponsored funds may be used only if the budget specifically includes such an expense.
- c) Departmental restricted funds may be used only if within the fund terms.
- d) Departmental unrestricted funds may be used at the discretion of the department within the criteria of the policy and within the approved budget.

Reason for Policy

Centralized policies for providing food and events to employees will improve operational practices while encouraging responsible budget management. Food and celebratory events can be an important benefit that reinforces good practices such as team building, raising morale and inspiring motivation. Inconsistent policies create negative perspectives between departments and senior administrators in Central Administration.

Who Must Comply

All Harvard Central Administration staff, departments and units regardless of funding source.

Exceptions

- Exceptions for food at internal meetings can be made for:
 - Holidays and Weekends
 - Project-based meetings that require staff to remain on location



CENTRAL ADMINISTRATION FINANCIAL POLICY

Responsible Office: Central Finance and Administration
Date Effective: July, 2016

Responsibilities and Contacts

Central Administration Units and department finance and administrative leaders are responsible for ensuring that all Central Administration staff complies with this policy.

Central Finance and Administration (CFA) is responsible for final approval when arbitration is needed. CFA is also responsible for reviewing the policy on an annual basis and making updates when needed.

Note to Finance Staff: Payment for Food & Meals at meetings should be under object codes: 8450 "Expenses Ineligible for Federal Reimbursement," 8060 "Catering Services, GENERAL" and/or 6570, "Food & Nonalcoholic beverages." All celebratory events should be charged to object code 8450 "Expenses Ineligible for Federal Reimbursement."

Related Resources

The University Financial Policy website: <http://policies.fad.harvard.edu/>

AGENDA ITEM REPORT



To: Commissioners
Subject: Training for Commissioners and Planning & Zoning Board members on fundamental planning
Meeting: AGENDA REGULAR COMMISSION MEETING - Nov 08 2023
Department: Administrative
Staff Contact: Ashira Mohammed, Mayor

RECOMMENDATION:

To provide training for zoning protocol and the process. Creating a future vision and planning for the town.

AGENDA ITEM REPORT



To: Commission
Subject: WBE/MBE component to purchasing
Meeting: AGENDA REGULAR COMMISSION MEETING - Nov 08 2023
Department: Administrative
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

Supporting all small/minority businesses by providing a percentage of our business to them.

RECOMMENDATION:

Need a resolution to support small businesses.

AGENDA ITEM REPORT



To: Commissioner
Subject: Public Information Officer
Meeting: AGENDA REGULAR COMMISSION MEETING - Nov 08 2023
Department: Administrative
Staff Contact: Ashira Mohammed, Mayor

BACKGROUND INFORMATION:

Renewal of contract

RECOMMENDATION:

Support the contract for the public information officer

ATTACHMENTS:

[Evan Ross contract](#)

Contract for Communications Services

This **contract for communications services** ("Agreement") is entered into and effective on the date of signing by both parties.

BETWEEN: **PUBLIC COMMUNICATORS GROUP LLC ("CONSULTANT")** a Florida limited liability company

AND: **TOWN OF PEMBROKE PARK ("CLIENT")** a Florida municipal corporation

ARTICLE 1 TERM OF AGREEMENT

The term of this contract shall be from the date of signing by both parties until terminated by either party. This contract may be terminated by either party without cause by giving the other party written notice of termination at least one (1) day prior to the effective termination date. Payment for any work completed under the terms of the contract shall be due per payment terms below.

ARTICLE 2 SCOPE OF SERVICES

The CONSULTANT shall provide communications services to the CLIENT on an as needed basis. Those services include:

- Communications Strategy
- Content Creation
- Crisis planning, prevention, management, and communications
- Graphic Design
- Video Production & Postproduction

ARTICLE 3 COMPENSATION

The CLIENT agrees to pay the CONSULTANT a rate of \$150 per hour for graphic design and \$250/hour for all other services, billed in 15-minute increments. Time will be billed in 15-minute increments. Travel time will be included in billing when the CLIENT requires the CONSULTANT to travel.

The CONSULTANT understands that any compensation above the Town Manager's spending authority of ten thousand dollars (\$10,000) must abide by procurement policies per the Town of Pembroke Park ordinances.

CONSULTANT shall invoice for all work performed and provide timesheets with general descriptions of the type of work performed. Payment shall be due 30 after receipt of the invoice.

**ARTICLE 4
EXPENSES**

The CLIENT agrees to reimburse the CONSULTANT for any reasonable and necessary out of pocket expenses. Any expenses exceeding twenty-five dollars (\$25) must be pre-approved in writing by the CLIENT. Payment for all expenses shall be due within 30 days of the invoice.

**ARTICLE 5
RELATION TO CLIENT**

The CONSULTANT shall be performing consulting and other services on behalf of the CLIENT. Under no circumstances shall the CONSULTANT, nor any other employee or partner of the CONSULTANT, be considered an employee or partner of the CLIENT. The CLIENT recognizes and agrees that the CONSULTANT may represent other clients with similar interests.

**ARTICLE 6
SUBCONTRACTORS**

The CONSULTANT may, at their discretion, utilize subcontractors for any work other than advisory services. Advisory services subcontractors must be approved in writing by the CLIENT in advance of performing any work.

**ARTICLE 7
GOVERNING LAW**

This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Florida. The Parties agree that the sole venue for any lawsuit arising from this Agreement shall be in Miami-Dade County, Florida, and the Parties waive any objection to jurisdiction or venue in any proceeding before said court.

**ARTICLE 8
ATTORNEYS' FEES**

If legal action is brought to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other recovery to which such party may be entitled.

**ARTICLE 9
LIABILITY**

CONSULTANT shall bear no liability to the CLIENT for loss or damage in connection with advice or assistance by CONSULTANT given in good faith performance of the services.

**ARTICLE 10
ENTIRE AGREEMENT**

The parties agree that this contract represents the entire understanding of the parties. Your signature below indicates your acceptance and approval of this contract.

**ARTICLE 11
NOTICES**

All notices or other communications required hereunder shall be in writing, hand delivered or sent by certified mail return receipt requested, or by express courier with a nationally recognized courier service, or by electronic mail with retention of evidence confirming transmission, to the party to be notified at its following address or at such other address as shall have been specified in a written notice from the party to be notified. Notice shall be effective at the time of receipt in the case of hand delivery or upon transmission via electronic mail, and three days after posting if by certified mail.

If to Public Communicators Group: Evan Ross
3301 NE 183rd St, Suite 505
Aventura, FL 33160
Evan@PublicCommunicators.com

If to Town of Pembroke Park: JC Jimenez
3150 SW 52nd Ave
Pembroke Park, FL 33023
JCJimenez@tpfpl.gov

**ARTICLE 12
SEVERABILITY**

If any provisions of this Agreement are declared invalid by a court of record, the remaining portions shall remain in full force and effect.

IN WITNESS WHEREOF, authorized representatives of the Parties have executed this Agreement as of the date indicated below.

Public Communicators Group LLC

Evan Ross

Authorized Signature

Evan Ross

Print Name

CEO

Title

08 / 16 / 2023

Date

Town of Pembroke Park

JC Jimenez

Authorized Signature

JC Jimenez

Print Name

Town Manager

Title

08 / 17 / 2023

Date

Title	Public Communicators Group - Communications Services...
File name	Contract for Comm...- March 2023.docx
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AGENDA ITEM REPORT



To:

Subject: Washington, D.C - FAST Fly-in Update

Meeting: 11 08 2023 DRAFT REGULAR COMMISSION MEETING - Nov 08 2023

Department: Administrative

Staff Contact: Geoffrey Jacobs, Commissioner

RECOMMENDATION:

I had the privilege of representing our community in Washington, D.C., alongside nearly 50 city leaders from across Florida. We convened under the banner of the Federal Action Strike Team (FAST) Fly-In to engage with our state's congressional delegation on pivotal issues affecting our municipalities, such as Pembroke Park.

FAST Fly-In serves as a crucial platform for fostering collaborative relationships between local, state, and federal governments. FLC President and Cooper City Mayor, Greg Ross, encapsulated this well: "The event has fortified our collective foundation, enabling us to build a stronger Florida. We are grateful for the active participation of our congressional representatives."

During our time in D.C., we voiced strong opposition to HR 3557, the American Broadband Deployment Act of 2023, which threatens local governance over public land and telecommunications infrastructure. We also pressed for the long-term reauthorization of the National Flood Insurance Program and sought to streamline the federal grants process.

Our focus also extended to finding enduring solutions for soil and water contamination by PFAS, along with advocating for federal liability protections for our cities.

FAST Chair and City of Parkland Commissioner, Bob Mayersohn, summarized the impact of our trip: "The political climate notwithstanding, our unity was palpable. It was evident that our advocacy resonated with our congressional leaders on issues critically affecting our cities."

Prior to visiting Capitol Hill, we were briefed by the FLC and National League of Cities' federal advocacy teams. The delegation also had the honor of meeting with Senators Marco Rubio and Rick Scott.

The value of this advocacy mission cannot be overstated, as we stood united in amplifying the needs and concerns of Florida's municipalities.