AGENDA
REGULAR COMMISSION MEETING
7:00 PM - Wednesday, May 10, 2023
Commission Chambers

PEMBROKE PARK, FLORIDA, **APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS OF THE TOWN OF PEMBROKE PARK TO EXECUTE THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA, ATTACHED HERETO AS EXHIBIT "A;" AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE ILA;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

2023-006 ILA

2023-006 Exhibit 1 Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County Florida - 5-2-23_

8. ORDINANCES

9. NEW BUSINESS

9.1. Purchase of two vehicles for CSA program previously approved on Feb 8, 2023 - Police Chief Howard — 233 - 240

Staff recommends purchase thru the ARPA program rather then Lease

Agenda Item Report - AIR-23-045 - Pdf

9.2. Travel and Per Diem policy - Mayor Mohammed — 241 - 245
Examples are available upon request

Finance Travel Policy 4-18-23

9.3. Moving access privileges to IT - Mayor Mohammed — 246

REVISED Mayor Agenda Request Form - Access IT 4_23

9.4. RFP-23-02: Wind Retrofit Roof Replacement at Town Hall - Town Manager Jimenez

Upon reviewing the bids, staff has determined the lowest bid to be unresponsive as they did not include a number of required items in their bid. Staff therefore recommends awarding the contract to the second low bidder Total Roofing Systems in the amount of $199,760.

9.5. ARPA Funds - Town Manager Jimenez — 247

Town Manager TPP - ARPA DrawDown

9.6. Discussion and Possible Action - Continued Employment of Police Chief - Town Manager Jimenez, HR Director Friedman — 248 - 256

Howard_-_Chief_Contract_-_RE

10. OLD BUSINESS

11. DISCUSSION

11.1. Commission assignment of Boards and Committees - Commissioner — 257 - 265

Mohammed
Florida League Cities
Broward League of Cities
Metropolitan Planning Organization meeting are the 2nd Thursday of the month
FLC Committees 22-23 Legislative Policy Process
FLC FAST & Advocacy committee
AM League of cities calendar of events
BLC 23-24 Board Request Appointment
BLC Attendance 22-23

11.2. Town Hall Generator - Commissioner Jacobs

12. ATTORNEY REPORTS

13. TOWN MANAGER REPORTS

14. COMMISSION REPORTS
Commissioner Jacobs
Acting Clerk Commissioner Kashem
Clerk Commissioner Hodgkins
Vice Mayor Morrissette
Mayor Mohammed

15. ANNOUNCEMENTS

15.1. Special Magistrate Hearing, Wednesday, May 17, at 9:00 AM
Workshop Commission meeting, Wednesday, May 24, at 6:00 PM
Food Drive, Saturday, June 3, at 11:00 AM
Regular Commission meeting, Wednesday, June 14, at 7:00 PM
Special Magistrate Hearing, Wednesday, June 21, at 9:00 AM

16. ADJOURNMENT

IN ACCORDANCE WITH THE PROVISIONS OF F.S. SECTION 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE TOWN 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

Broward County Connects

Live, Learn, Work, and Play

Premium Mobility Plan

PREMO
Premium Mobility Plan
Broward County Transit

Broward County Transit

Agenda

- Introduction/Background
- The Plan Overview
- Implementation Plan
- Program Risks
- Summary/Next Steps

Strategy

To invest in a countywide network of premium transit services that provide modern convenient mobility that is attractive, safe, reliable, and frequent.

GOALS

Improve Mobility for All

Implement Equitable Transit Solutions

Integrate and Serve Communities

Enhance Economic Development and Ensure Financial Stability

Improve Safety, Security, and Ensure Environmental Stewardship

What we gain?

- Over 200 miles of new premium service
- Approximately 23 million annual passengers
- 100% electrified bus fleet
- New Intelligent Transportation Systems (ITS) technology
- Localized aesthetic and architectural enhancements

Connecting Activity Centers

With direct connections to the Airport, Seaport, and Convention Center; Broward County will be one of the leading intermodal transit providers in the country.

Through PREMO we have a unique opportunity to connect Broward County's three major economic engines with fast, reliable and convenient transit service.

According to the American Public Transportation Association, investing in public transportation can create 49,700 jobs for one billion dollars invested and for every one dollar spent yields a five to one economic return.

- New construction and related jobs
- Catalyst for economic development
- A foundation for transit oriented development and affordable housing
- Expanded small business opportunities

Methodology

Analytical Tools

- ISOCHRONE

Data Modeling

- FTA Approved STOPS Model

National Cost Analysis

- National Transit Database/APTA

Community Involvement

- Meetings & Community Events

Data Driven

Phases of Project Delivery

Planning → Project Development & NEPA → Design → Construction

Premium Transit Service Characteristics

Services	Branded Service with Traffic Signal Priority (TSP)	Transit Guideway	Frequency of Service (min)	Potential Capacity per Trip	Capital Cost Estimates	O&M* Cost Estimates
Commuter Rail	Yes	Dedicated	30		$$$	$$$
Light Rail Transit (LRT)	Yes	Shared/Dedicated	5-10		$$$$	$$$$
Bus Rapid Transit (BRT)	Yes	Shared/Dedicated	10-15		$$	$$
High Frequency	Yes	Shared	15**		$	$

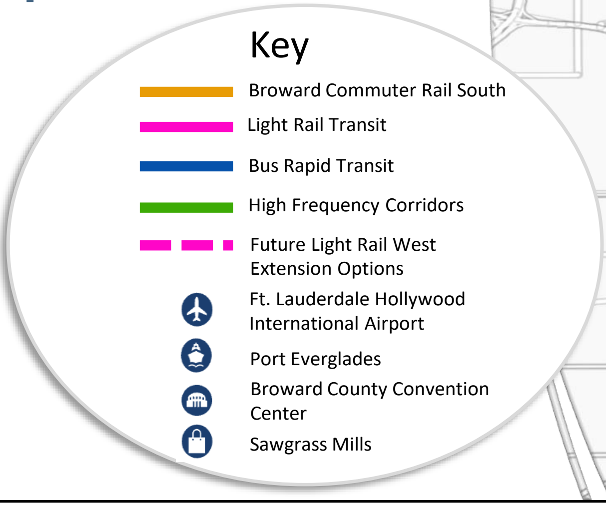
*Operations and Maintenance

**Minimum Headway in Peak Service Only

The Plan

Recommended Network

Mode	Miles
Commuter Rail South	11.5
Light Rail Transit (LRT)	23.3
Bus Rapid Transit (BRT)	76
High Frequency Bus	100



Broward Commuter Rail South

Project Overview: Provides a regional connection between Broward and Miami-Dade Counties. Includes:

- 11.5 miles of commuter rail on the Florida East Coast (FEC) Railway corridor
- Three stations in Hollywood, Fort Lauderdale-Hollywood International Airport and Fort Lauderdale.

Anticipated Annual Ridership: 1.2M and up to 4.8M including Miami-Dade

Projected Opening: EOY 2027

Estimated Investment: $297M*

** Does not include PD&E and there are unknown commercial fees for track access.*

Source: FDOT PD&E Study for the BCR-South Project

Airport-Seaport-Conv. Center LRT

Project Overview: Initial segment connects the Fort Lauderdale-Hollywood International Airport, Port Everglades, and the Broward County Convention Center. Includes:

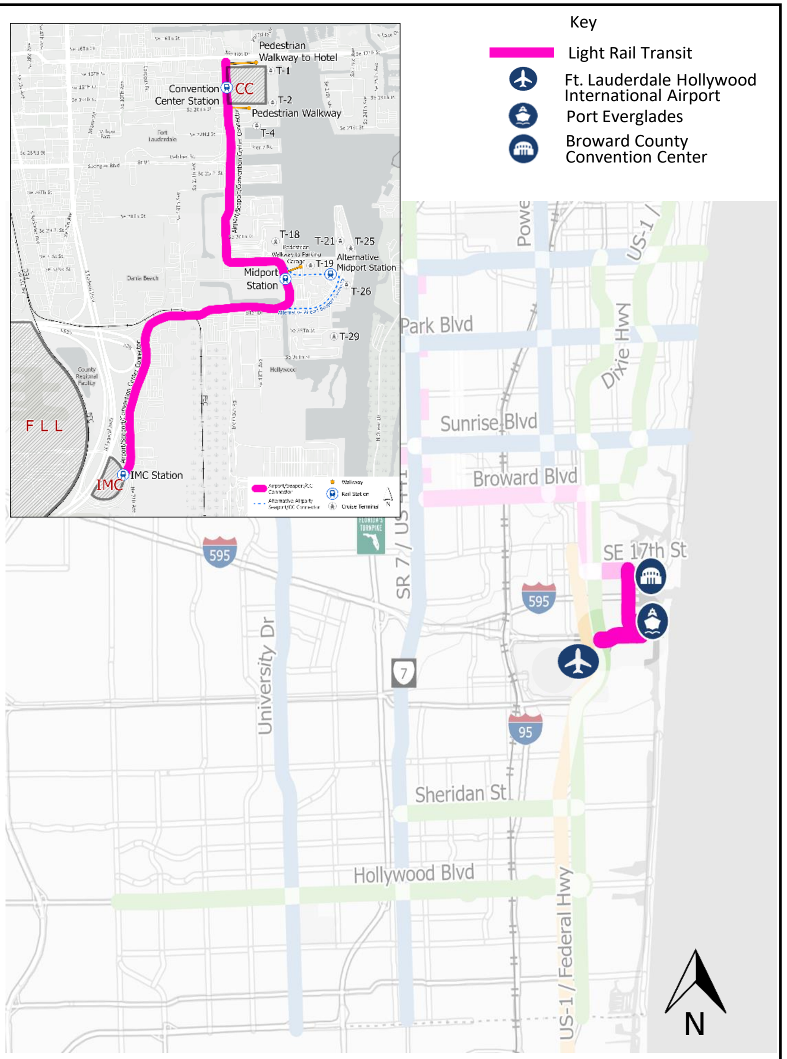
- 3.5 miles of Light Rail Transit (LRT)
- Three stations
- Elevated guideway primarily on Broward County property
- Maintenance facilities location to be determined
- Consideration for future extensions along Broward Boulevard, State Road 7 with east-west connections along Sunrise or Commercial Boulevards, after future performance and studies validate needs

Anticipated Annual Ridership:
130K - 665K

Projected Opening: EOY 2028

Estimated Investment: $1.25B*

** Does not include permanent light rail maintenance facility/property acquisition costs.*



Downtown Connection LRT

Project Overview: Segment connects the Fort Lauderdale-Hollywood International Airport, Port Everglades, the Broward County Convention Center along SE 17th Street and then north to Downtown Fort Lauderdale. Includes:

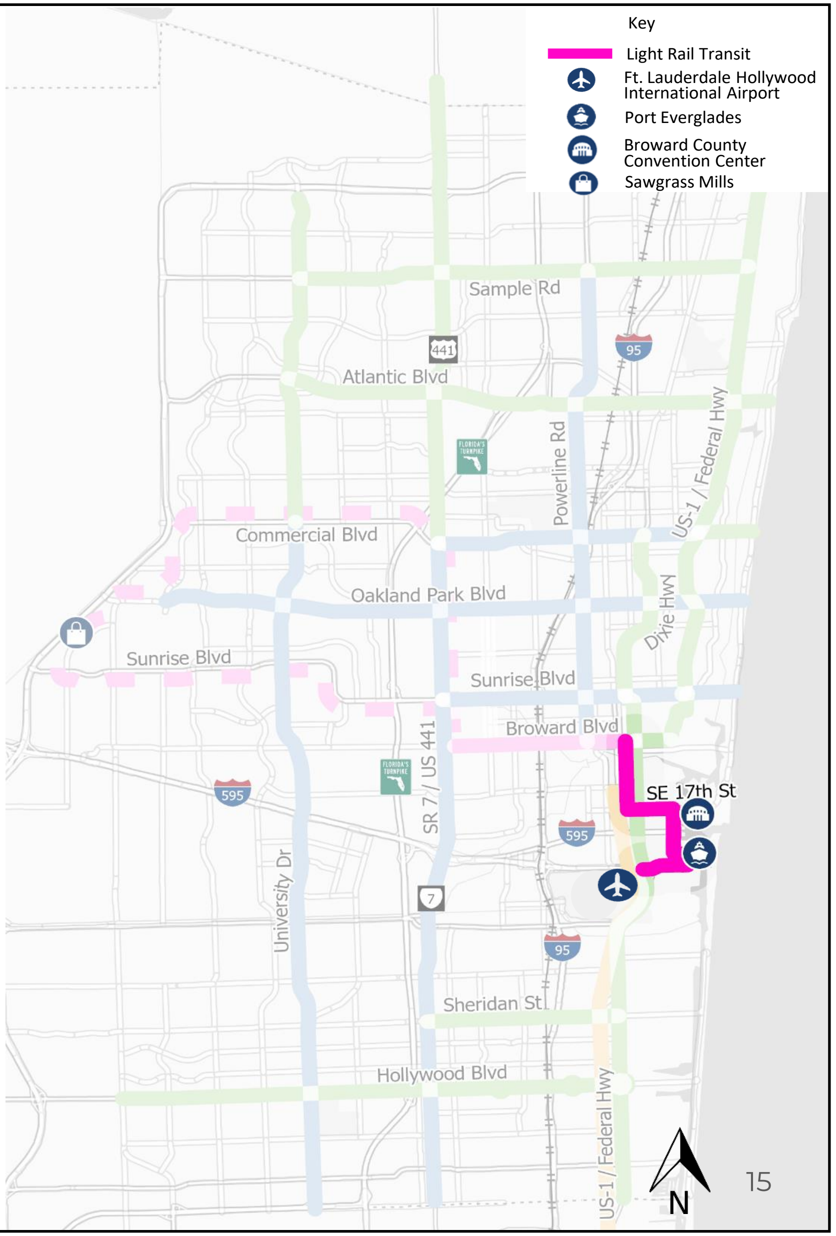
- 3 additional miles of Light Rail Transit (LRT)
- Tracks and stations at street level
- Consideration for future extensions along Broward Boulevard, State Road 7 with east-west connections along Sunrise or Commercial Boulevards, after future performance and studies validate needs

Anticipated Annual Ridership:
1.7M - 2.7M

Projected Opening: EOY 2031

Estimated Investment: $442M*

** Does not include permanent light rail maintenance facility/property acquisition costs.*



Broward Boulevard LRT

Project Overview: Segment connects Downtown Fort Lauderdale to US 441/SR 7. Includes:

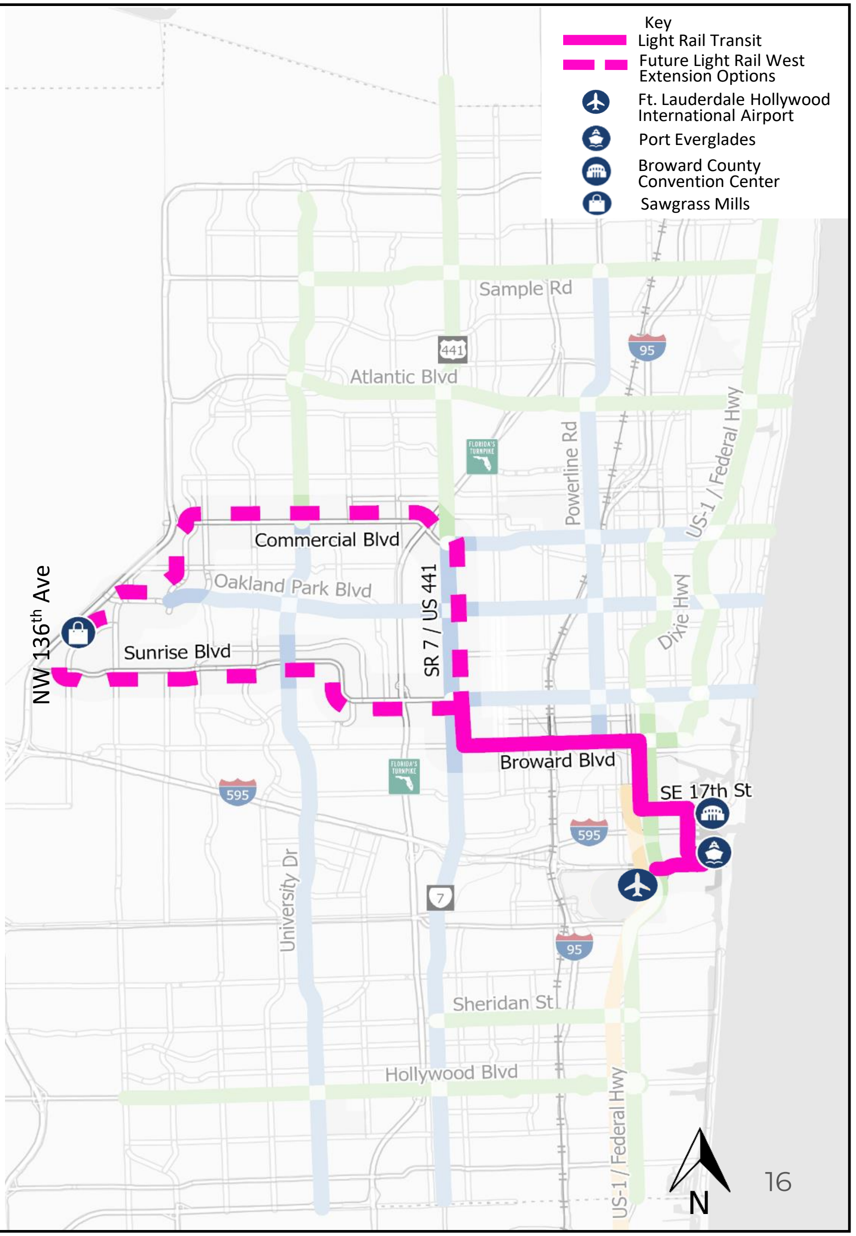
- 4 additional miles of Light Rail Transit (LRT)
- Consideration for extension east-west to State Road 7 north with extensions along Sunrise or Commercial Boulevards, after future performance and studies validate needs

Anticipated Annual Ridership:
1.5M -3.3M without west extension

Projected Opening: EOY 2035

Estimated Investment: $930M*

** Does not include permanent light rail maintenance facility/property acquisition costs.*



Oakland Park Blvd BRT

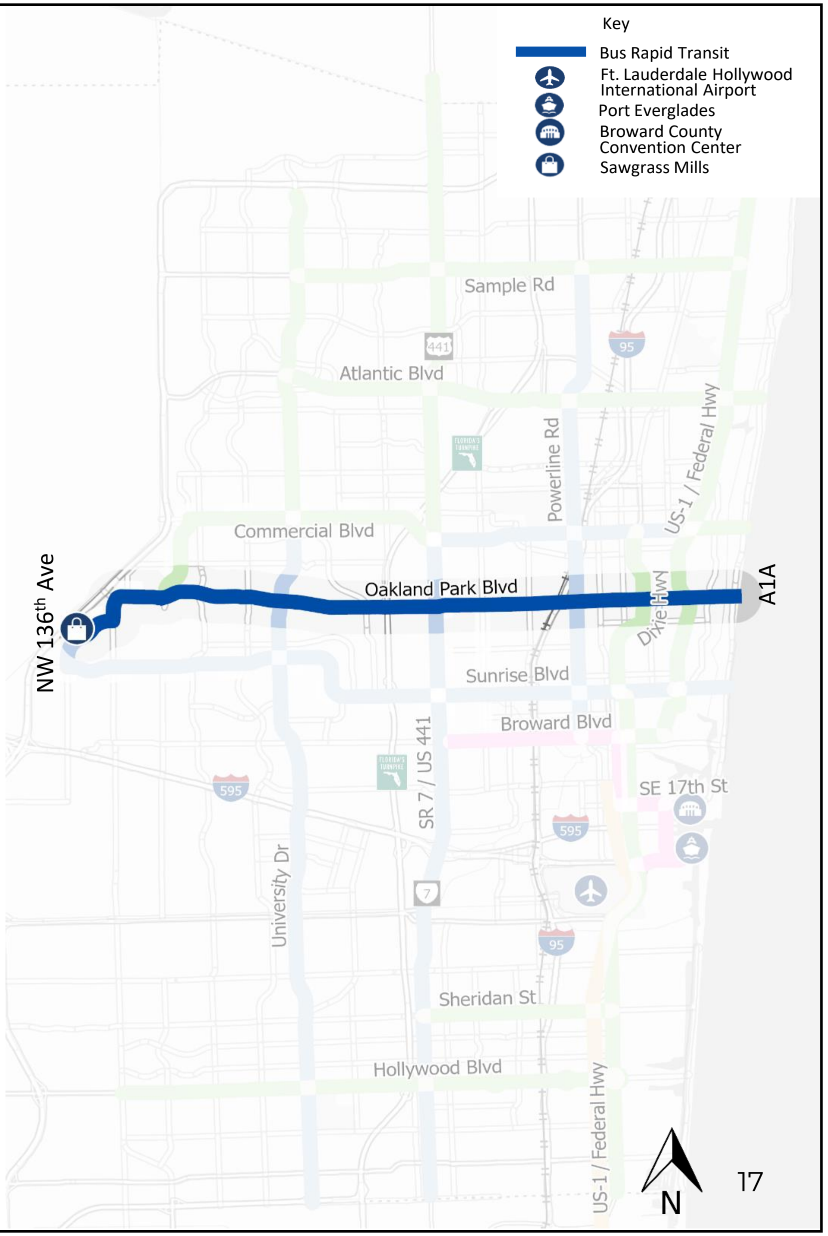
Project Overview: Connects activity centers between A1A and Sawgrass Mills Mall. Includes:

- 15 miles of Bus Rapid Transit (BRT) along Oakland Park Boulevard
- Approximately 16 branded stations
- Exclusive transit lanes where feasible
- Supplemental fixed route local service

Anticipated Annual Ridership: 2.4M - 3.2M

Projected Opening: EOY 2028

Estimated Investment: $226M



US441/SR 7 BRT

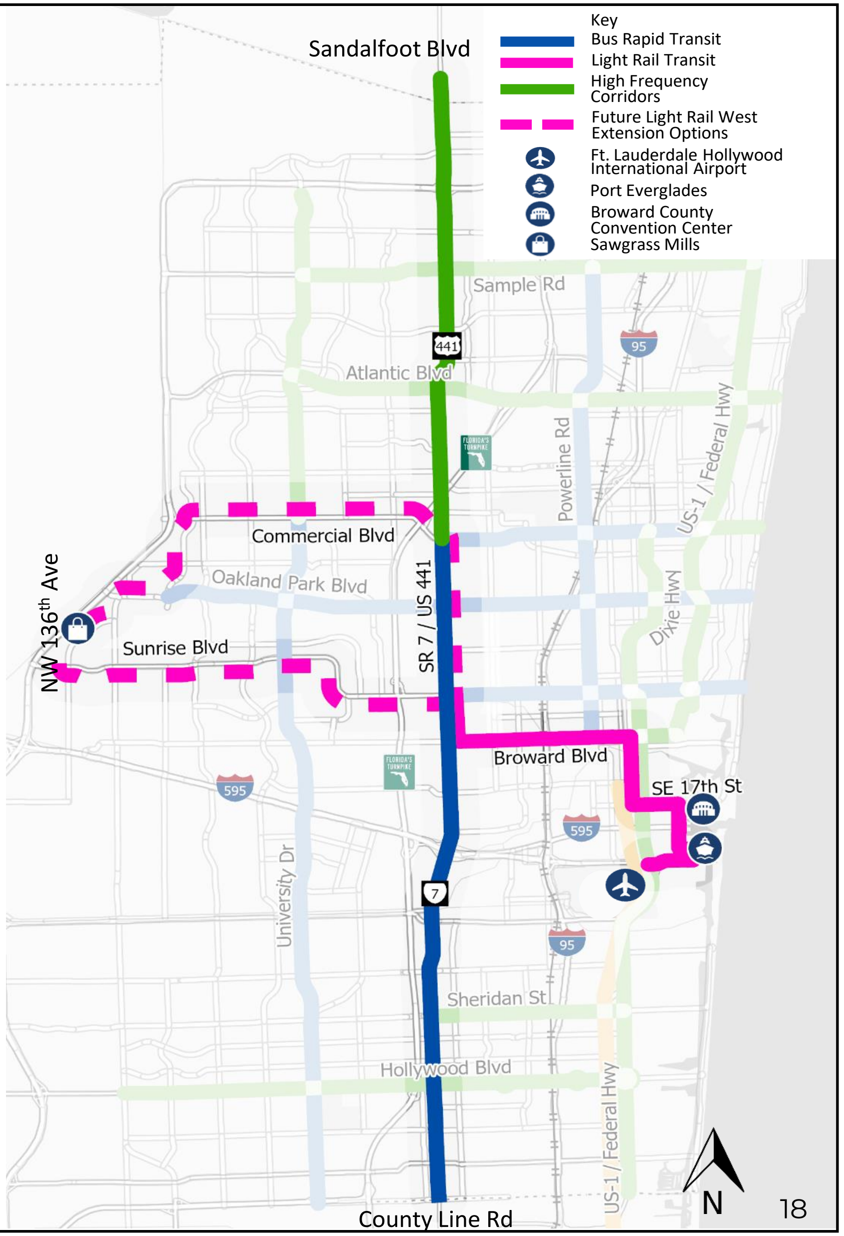
Project Overview: Connects activity centers between Commercial Boulevard and County Line Road. Includes:

- 15 miles of Bus Rapid Transit (BRT) along US441/SR 7 from Commercial Boulevard to County Line Road
- Supplemental High Frequency service from Sample Road to Commercial Boulevard
- Approximately 16 branded stations
- Exclusive transit lanes where feasible
- Potential Light Rail connections

Anticipated Annual Ridership:
1.6M - 3M

Projected Opening: EOY 2030

Estimated Investment: $221M



Powerline Road BRT

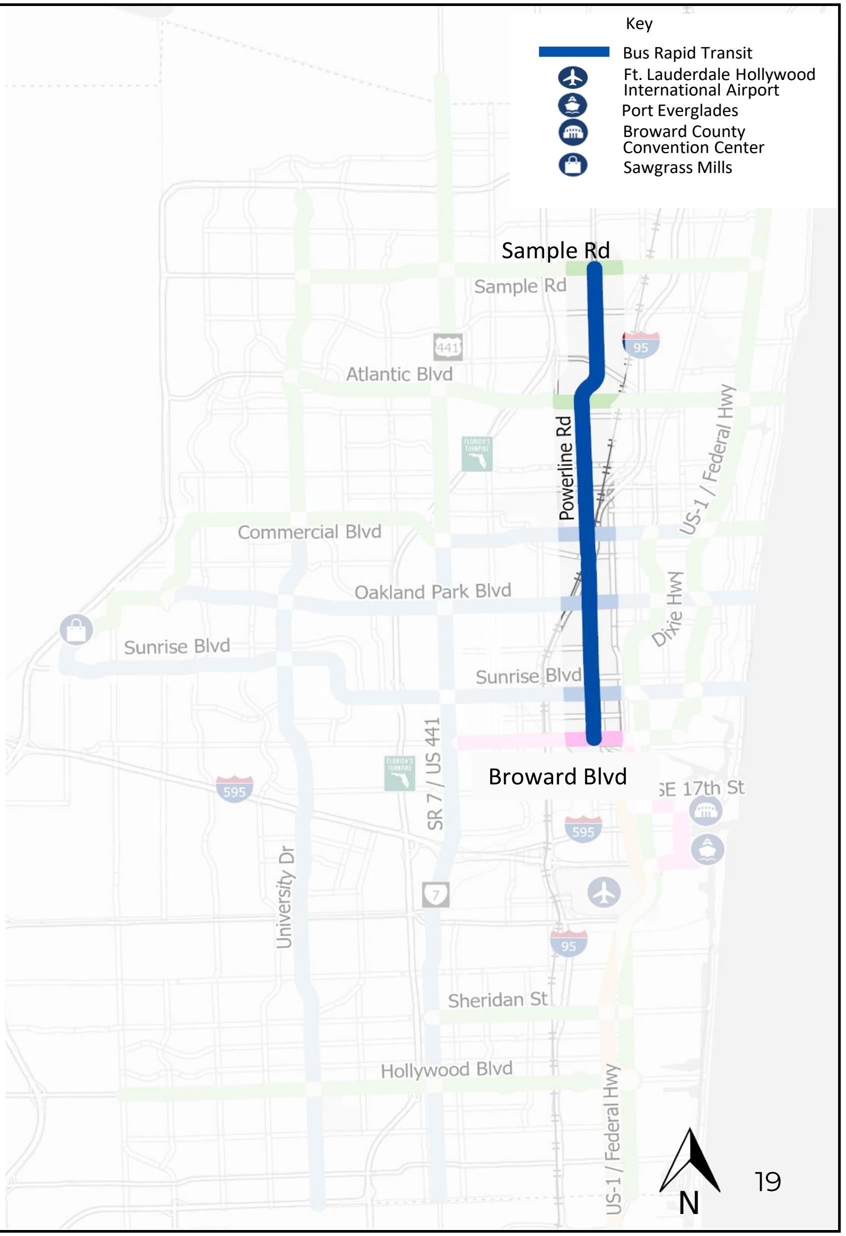
Project Overview: Connects activity centers between Broward Boulevard and Sample Road. Includes:

- 10.5 miles of Bus Rapid Transit (BRT) along Powerline Road
- Approximately 10 branded stations
- Exclusive transit lanes where feasible
- Supplemental fixed route local service

Anticipated Annual Ridership: 1.4M - 2.5M

Projected Opening: Early 2033

Estimated Investment: $198M



University Drive BRT

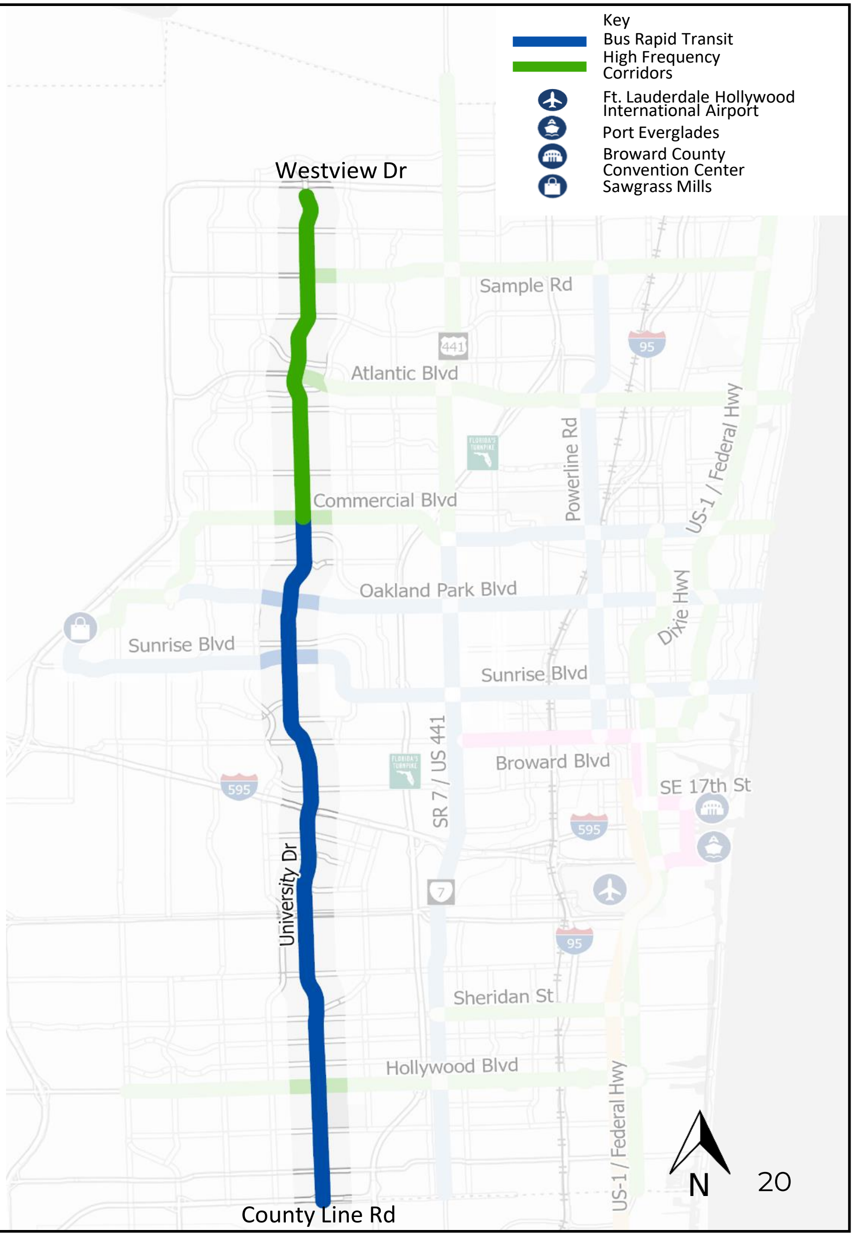
Project Overview: Transit improvements between Sample Road and County Line Road. Includes:

- 16 miles of Bus Rapid Transit (BRT) along University Drive from Commercial Boulevard to County Line Road
- Supplemental High Frequency service from Sample Road to Commercial Boulevard
- Approximately 16 branded stations
- Exclusive transit lanes where feasible

Anticipated Annual Ridership: 2M - 3M

Projected Opening: Mid 2035

Estimated Investment: $334M



Commercial Boulevard BRT

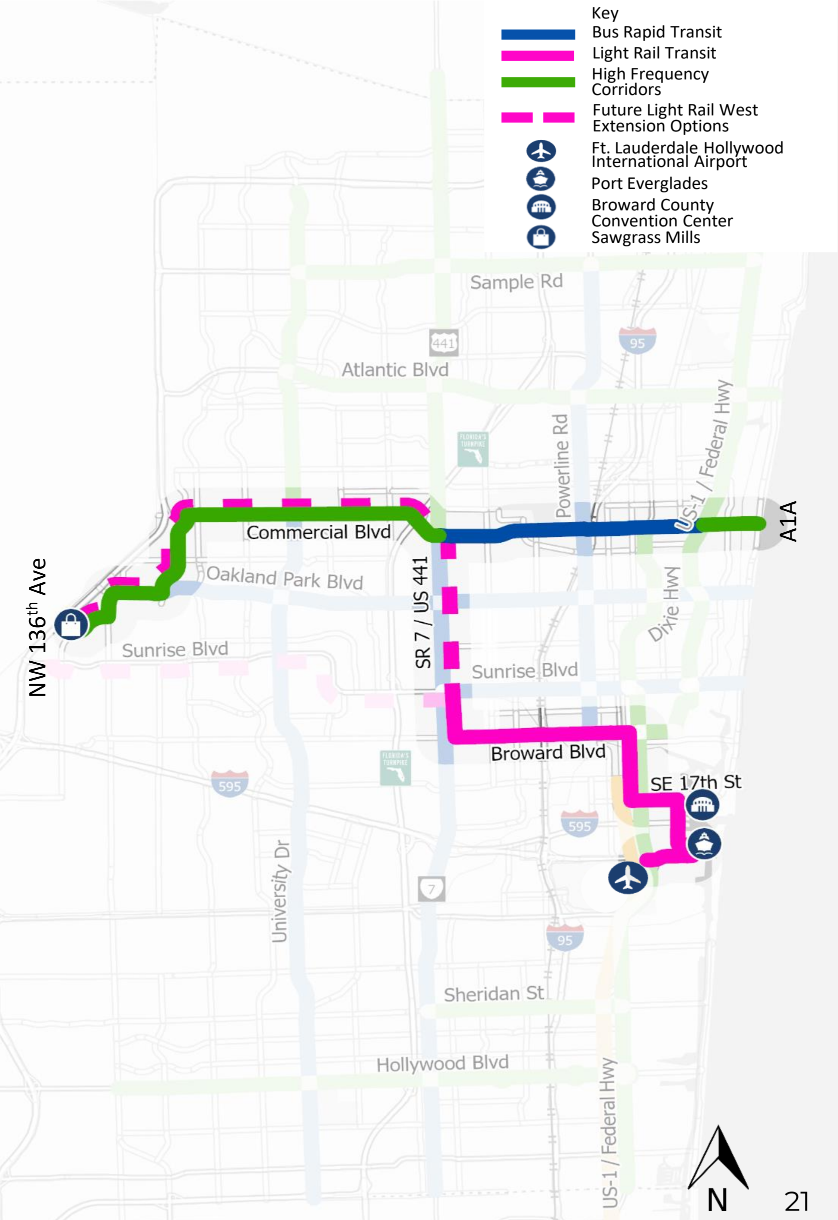
Project Overview: Connects activity centers between A1A and Sawgrass Mills Mall. Includes:

- 5.5 miles of Bus Rapid Transit (BRT) along Commercial Boulevard from US 1 to US441/SR 7
- Supplemental High Frequency service from US441/SR7 to Sawgrass Mills Mall
- Approximately 10 branded stations
- Exclusive transit lanes where feasible
- Potential Light Rail Extension

Anticipated Annual Ridership:
600K - 900K

Projected Opening: EOY 2036

Estimated Investment: $113M



Sunrise Boulevard BRT

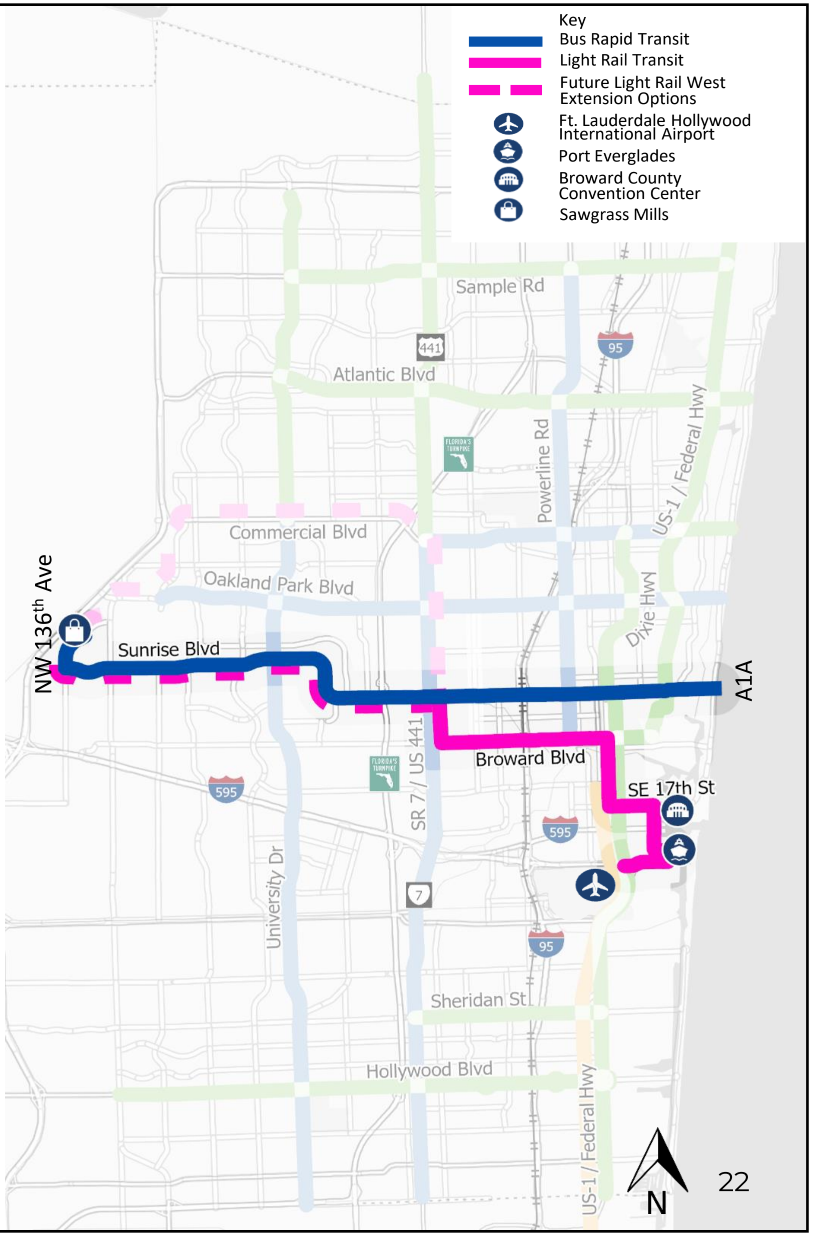
Project Overview: Transit improvements between activity centers from A1A to Sawgrass Mills Mall. Includes:

- 14 miles of Bus Rapid Transit (BRT) along Sunrise Boulevard between US 1 and Sawgrass Mills Mall
- Supplemental High Frequency service from US 1 to A1A
- Approximately 12 branded stations
- Exclusive transit lanes where feasible
- Potential Light Rail Extension

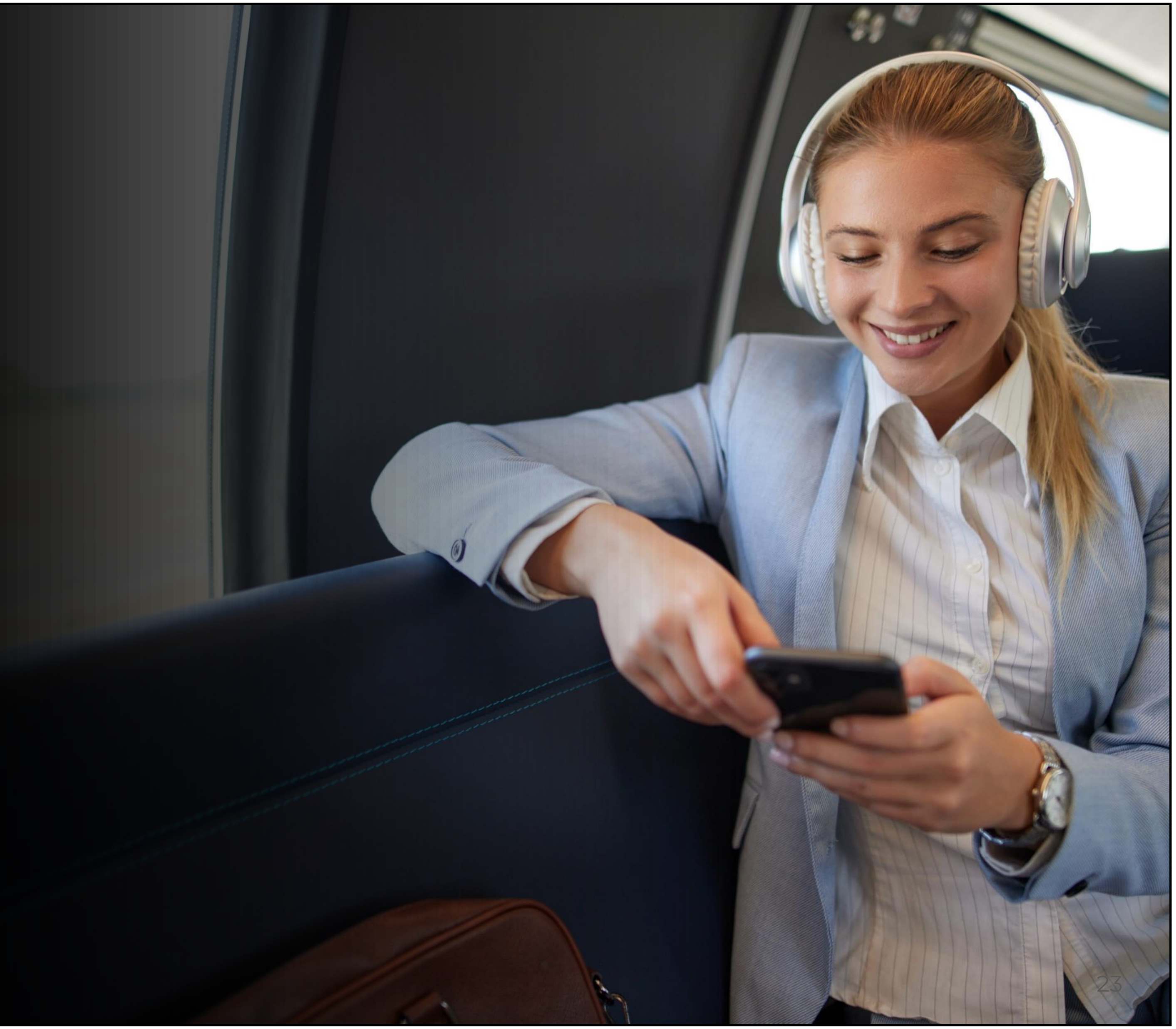
Anticipated Annual Ridership:
1.7M - 2.6M

Projected Opening: EOY 2038

Estimated Investment: $240M



Implementation



Five-Year Look Ahead

2023
PREMO Study Complete

2024–2025
Pre-Launch Activities
- Service integration
- Bus procurement
- NEPA/PD&E
- Design development
- Workforce readiness

2026
High Frequency Corridors Launched

2027
Commuter Rail Opens

2028
BRT and LRT Open

Proposed 15 Year Program Implementation Schedule

Corridor	Service	Schedule (2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040)	Project Duration	Current Status	Target Revenue Service
Broward Commuter Rail South	Commuter Rail		2023-2027	Conceptual Design	2027
Oakland Park Blvd.	BRT		2023-2028	**Conceptual Design***	2028
Airport-Seaport-Convention Center	LRT		2023-2028	Conceptual Design	2028
Downtown Connection	LRT		2023-2031	Planning	2031
Broward Blvd LRT	LRT		2023-2035	Conceptual Design	2035
US 441 / SR 7	BRT		2024-2030	Planning	2030
Powerline Rd.	BRT		2026-2033	Planning	2033
University Dr.	BRT		2027-2035	Planning	2035
Commercial Blvd.	BRT		2028-2036	Planning	2036
Sunrise Blvd.	BRT		2030-2038	Planning	2038

*Pending Notice to Proceed

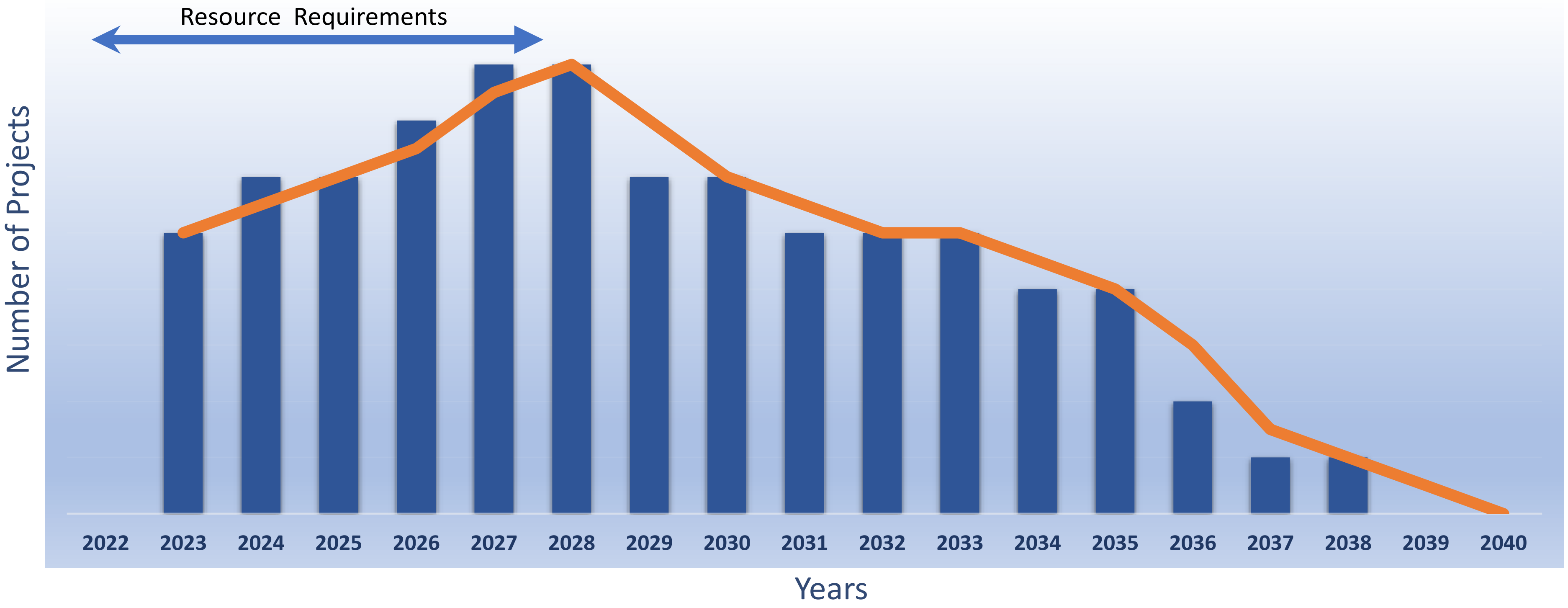
High Frequency Service*

Corridor	Implementation
Sample Road	2026
Hollywood Boulevard	2026
US1/Federal Highway South	2027
US1/Federal Highway North	2027
Atlantic Boulevard	2028
Sheridan Street	2028
Dixie Highway	2029

*May not apply to the entire corridor. Actual limits to be determined through future analysis.

Projects Per Year

During 2027 and 2028, eight ongoing projects will be in various stages of design, construction, testing and commissioning.



How do we get there?

1. Fully Leverage Internal and External Resources
2. Pursue Alternative Delivery Strategies
3. Generate Fast Tracked Procurements
4. Seek and Secure Alternative Funding Sources
5. Continuous Improvement

Program Risks

Program Risks

- Market Pricing Volatility
- Schedule Uncertainty
  - Material Availability
  - Consensus Building
  - Federal and State Reviews
- Project Delivery Adoption
- Major Third-Party Agreements (Commercial Terms)
- Regulatory Risk
  - Environmental Reviews
  - Funding Requirements
- Property Availability and Acquisition
- Workforce Readiness and Agency Organizational Maturity
- Public Expectations

Summary
Next Steps

Summary

- This transformational effort will redefine service delivery, mobility and connectivity throughout Broward County
- At the end, we will have:
  - Over 200 miles of new premium service (Commuter Rail, Light Rail, Bus Rapid Transit and High Frequency)
  - Connections between the Major County Activity Centers and Communities
  - Enhanced Economic Development Potential
- We need your help, support and guidance

Capital Cost Summary

Mode	Estimated Capital Investment* ($Million)
Commuter Rail South	297
Light Rail Transit	2,620
Bus Rapid Transit	1,332
High Frequency	125
Total	4,374

** Does not include:*

- *Unknown commercial fees for track access*
- *Light Rail west extension or permanent maintenance facility/property acquisition costs*
- *Operations and maintenance costs*

Proposed Schedule

County Commission Feedback and Support	April 17 -26, 2023
Transportation Surtax Oversight Review	April 27, 2023
Pre-Adoption Public Outreach	April 28 – May 22, 2023
Commission Workshop	May 23, 2023
County Board Adoption	June 13, 2023

Broward County Connects

Live, Learn, Work, and Play

Premium Mobility Plan

AGENDA ITEM REPORT

To: Town Mayor & Commission
Subject: Rebuilding Together Broward & Pembroke Park
Meeting:
Department:
Staff Contact:

ATTACHMENTS:
Rebuilding Together Broward Presentation 2023.pptx

Rebuilding Together
Broward County

Rebuilding Together Broward & Pembroke Park

Repairing homes; Revitalizing communities; Rebuilding lives.

901 NE 13th St.
Fort Lauderdale, FL 33304

Call : (954) 772-9945





Rebuilding Together Broward is about hardworking, compassionate people helping other people.









Rebuilding Together Broward County

Who We Are

Rebuilding Together Broward County is a local affiliate of the nation's leading national nonprofit dedicated to ensuring a safe and healthy home and community for every person.

Since its inception, Rebuilding Together Broward has made immediate, long-term, and significant health and safety repairs to nearly 2,000 homes, changing the lives of more than 5,500 individuals.

By investing in communities, we transform the lives of low-income homeowners through improving the safety and health of their homes, and revitalizing their communities.

Rebuilding Together
Broward County

What We Do

In partnership with the community, our primary goal is to eliminate unsafe and deplorable living conditions for low-income homeowners, including those who are elderly, veterans, and/or have disabilities.

Our work preserves critical affordable housing opportunities, and stabilizes and revitalizes distressed neighborhoods, by completing critical home repairs and improvements at no cost to local, low-income homeowners.

Rebuilding Together
Broward County

The Need

A home that is safe and healthy is at the core of a thriving family. However, housing continues to be one of Broward County community challenges. Rebuilding Together Broward serves vulnerable and at-risk Broward County homeowners, including elderly, disabled adults and children, as well as veterans.

Assistance is targeted at homeowners who have been unable to keep up with preventative maintenance due to their age, physical ability, and financial resources. These families lack resources for home maintenance, which become major health and safety hazards when ignored.

Rebuilding Together
Broward County

The Solution

Rebuilding Together Broward believes that becoming a stronger Community Revitalization Partner will better position us to meet the ever-increasing needs of our low-income homeowners and communities.

A Community Revitalization Partnership is a coordinated approach involving residents, volunteers, municipalities, nonprofits, businesses, foundations, and other partner organizations to build and sustain a safe, healthy, and thriving community.

We are the leading community revitalization partner focused on addressing the safe and healthy housing needs of the communities we serve.

Our Programs

Building a Healthy Neighborhood: Rebuilding Together's Building A Healthy Neighborhood Program concentrates our efforts to restore and preserve safe and healthy homes within a specific low-income neighborhood of need. Focusing in one community, in a block-by-block manner, creates momentum for a neighborhood to be transformed over time.

Safe & Healthy Homes: Rebuilding Together's signature Safe & Healthy Homes Program allows low-income households to maintain home ownership and age-in-place with the necessary safety upgrades. By addressing these issues and populations, Rebuilding Together is providing accessibility, health, and safety and preventing the need for additional household, community, and public interventions and services.

Disaster Recovery: Since Hurricane Irma hit Broward, Rebuilding Together Broward County has been working closely with FEMA, The Red Cross and the United Way to screen, coordinate, and provide critical repairs for homes, and individuals, impacted.

Hurricane Preparedness: The Hurricane Preparedness Shutter program will provide hurricane preparations for Broward homeowners who are the most vulnerable within our community. Specifically, when there is a hurricane warning in Broward, we would deploy teams of people to the homes of seniors/disabled to put up the shutters/plywood. Afterwards, we would then return to the homes to remove and store on their properties.

Rebuilding Together.
TOGETHER WE TRANSFORM

Together We Transform

Rebuilding Together Broward County is a leading nonprofit in safe and healthy housing. Our affiliate provides critical repairs to the homes of low-income homeowners and revitalizes the communities in which they live.

IN 2022 REBUILDING TOGETHER BROWARD:

GATHERED
427
VOLUNTEERS

DONATED
2,570
HOURS

PERFORMED REPAIRS ON
327
HOMES
278
SENIOR HOMES
24
VETERAN HOMES

IMPACTED
6
COMMUNITIES

REVITALIZED
53
HOMES

Rebuilding Together.
TOGETHER WE TRANSFORM

BE PART OF THE TRANSFORMATION

Join Rebuilding Together Broward in transforming homes and revitalizing neighborhoods to empower individuals, families and communities.

THANK YOU

PRESENTED BY:

Rebuilding Together
Broward County

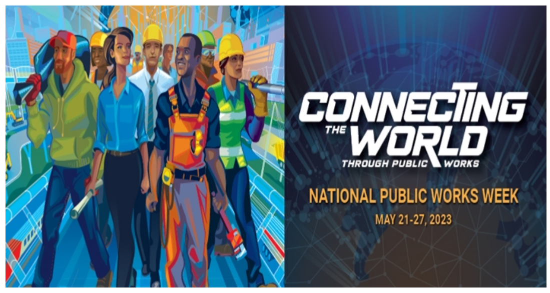
www.rebuildingtogetherbroward.org

901 NE 13th St.
Fort Lauderdale, FL 33304

Call : (954) 772-9945

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

TOWN OF PEMBROKE PARK
PROCLAMATION



National Public Works Week Proclamation May 21–27, 2023
"Connecting the World Through Public Works"

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

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

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

WHEREAS, *the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association/ Canadian Public Works Association be it now,*

NOW, THEREFORE WE, *Mayor Ashira Mohammad, Vice Mayor Erik Morrisette, Vice Mayor, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Kashem and Commissioner Geoffrey Jacobs do hereby proclaim the week of May 21–27, 2023 as National Public Works Week; paying tribute to our public works professionals recognizing the substantial contributions they make to protecting our national health, safety, and quality of life.*

Dated this 10th day of May 2023.

____
Ashira Mohammed Mayor

____
Erik Morrissette Vice Mayor

____
William R. Hodgkins Clerk Commissioner

____
Musfika Kashem Acting Clerk Commissioner

____
Geoffrey Jacobs Commissioner

TOWN OF PEMBROKE PARK
PROCLAMATION

NATIONAL GUN VIOLENCE AWARENESS DAY

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in the City of Pembroke Park to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to end this public health crisis.

WHEREAS, *every day, more than 120 Americans are killed by gun violence and more than 200 are shot and wounded, with an average of more than 17,000 gun homicides every year; and*

WHEREAS, *Americans are 26 times more likely to die by gun homicide than people in other high-income countries; and*

WHEREAS, *in Florida 2,989 people die by guns in an average year, with a rate of 13.3 deaths per 100,000 people, a crisis that costs the state $40.3 billion each year, of which*
$875.9 million is paid by taxpayers. Florida has the 30th highest rate of gun deaths in the US; and

WHEREAS, *gun homicides and assaults are concentrated in cities, with more than half of all firearm related gun deaths in the nation occurring in 127 cities; and*

WHEREAS, *cities across the nation, including in Pembroke Park, are working to end the senseless violence with evidence-based solutions; and*

WHEREAS, *protecting public safety in the communities they serve is mayors' highest responsibility; and*

WHEREAS, *support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and*

WHEREAS, *mayors and law enforcement officers—in partnership with local violence intervention activists and resources—know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and*

WHEREAS, *gun violence prevention is more important than ever as we see an increase in firearm homicides, and nonfatal shootings across the country, increased calls to domestic violence hotlines, and an increase in city gun violence*

WHEREAS, *in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 2, 2023 to recognize the 26th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to -*

(1) *Hadiya Pendleton and other victims of gun violence; and*
(2) *the loved ones of those victims; and*

WHEREAS, *the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods, and orange is a color that symbolizes the value of human life; and*

WHEREAS, *anyone can join this campaign by pledging to wear orange on June 2nd, the first Friday in June in 2023, to help raise awareness about gun violence; and*

WHEREAS, *by wearing orange on June 2, 2023 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and*

WHEREAS, *we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the hands of people who should not have access to them, and encourage responsible gun ownership to help keep our families and communities safe.*

NOW, THEREFORE WE, *Mayor Ashira Mohammad, Vice Mayor Erik Morrisette, Vice Mayor, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Kashem and Commissioner Geoffrey Jacobs do hereby proclaim the first Friday in June as National Gun Violence Awareness Day. We encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.*

Dated this 10th day of May 2023.

____
Ashira Mohammed Mayor

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Erik Morrissette Vice Mayor

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William R. Hodgkins Clerk Commissioner

____
Musfika Kashem Acting Clerk Commissioner

____
Geoffrey Jacobs Commissioner

TOWN OF PEMBROKE PARK
PROCLAMATION

THE MONTH OF MAY, 2023
AS JEWISH AMERICAN HERITAGE

WHEREAS, *Jewish immigrants to America, ever since their first arrival to our shores in the 16th century, have played a central role in the creation, growth, freedom, prosperity, and strength of the United States of America;*

WHEREAS, *The biblical and contemporary history of the Jewish people and the enduring values of the Jewish faith were vital sources of inspiration for the founding of the United States, the Civil Rights movement, America's global leadership in the cause of freedom, Americans' commitment to social justice, and many of our Country's most central tenets;*

WHEREAS, *Through core Jewish beliefs such as the creation of man in the image of God, the infinite value of every human life, the need for a weekly Sabbath, and the importance of education in the lives of children, the Jewish community has helped to define America's character and values;*

WHEREAS, *Following the rebirth of Zionism and the miraculous return of the Jewish people to the Jewish homeland, the United States was the first country in the world to recognize the State of Israel in 1948, and over the years has developed a deep friendship and unbreakable alliance with the State of Israel based upon shared values and mutual interests;*

WHEREAS, *The State of Israel is now celebrating the 75th anniversary of its modern founding and its emergence over the last few decades as a beacon of freedom and prosperity and a world leader in technology, agriculture, water conservation, medicine, and all manner of innovation;*

WHEREAS, *For forty two years, every President of the United States has declared a period of time for celebrating the contributions to the United States of the Jewish community's history, heritage, and culture, and since 2006, the month of May has been Presidentially declared to be Jewish American Heritage Month, pursuant to a bipartisan resolution of Congress;*

"PROCLAIM LIBERTY THROUGHOUT ALL THE LAND UNTO ALL THE INHABITANTS THEREOF" - Leviticus 25:10

NOW, THEREFORE WE, *Mayor Ashira Mohammad, Vice Mayor Erik Morrisette, Vice Mayor, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Kashem and Commissioner Geoffrey Jacobs do hereby proclaim the month of May 2023 to be Jewish American Heritage Month for the Town of Pembroke Park, and call upon all our citizens to commemorate this occasion by appropriately celebrating the contributions to our Country by the Jewish community's history, heritage and culture.*

Dated this 10th day of May 2023.

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Ashira Mohammed Mayor

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Erik Morrissette Vice Mayor

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William R. Hodgkins Clerk Commissioner

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Musfika Kashem Acting Clerk Commissioner

____
Geoffrey Jacobs Commissioner

TOWN OF PEMBROKE PARK
PROCLAMATION

MENTAL HEALTH AWARENESS MONTH

WHEREAS, *mental health is a critical component of overall health and well-being, and,*

WHEREAS, *approximately one in five adults in the United States experiences mental illness each year, and,*

WHEREAS, *mental illness can affect anyone, regardless of race, gender, or socioeconomic status, and,*

WHEREAS, *promoting mental health through prevention, early identification, and intervention is essential to overall well-being and quality of life, and,*

WHEREAS, *access to mental health services and resources is crucial for those who experience mental health conditions or other forms of mental distress, and,*

WHEREAS, *the stigma surrounding mental illness can create barriers to accessing care and can negatively impact individuals and their families, and,*

WHEREAS, *the month of May has been recognized as Mental Health Month since 1949, providing an opportunity for raising awareness about mental health issues and demonstrating support for individuals and families affected by mental illness,*

NOW, THEREFORE WE, *Mayor Ashira Mohammad, Vice Mayor Erik Morrisette, Vice Mayor, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Kashem and Commissioner Geoffrey Jacobs do hereby proclaim the month of May 2023 as Mental Health Month in Town of Pembroke Park, Florida. I encourage all individuals and organizations to promote mental health awareness and to support individuals and families affected by mental illness. Let us work together to eliminate the stigma surrounding mental health and to create a culture of openness, understanding, and acceptance for all.*

Dated this 10th day of May 2023.

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Ashira Mohammed Mayor

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Erik Morrissette Vice Mayor

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William R. Hodgkins Clerk Commissioner

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Musfika Kashem Acting Clerk Commissioner

____
Geoffrey Jacobs Commissioner

TOWN OF PEMBROKE PARK
PROCLAMATION

Celebrate Municipal Clerks Week
April 30-May 6, 2023

WHEREAS: *the Town of Pembroke Park on May 10, 2023, resolves that the week of April 30-May 6, 2023, is designated as "Municipal Clerks Week," a weeklong event aimed at increasing the public's awareness of Municipal Clerks and the vital services they provide for local government and the community.*

WHEREAS: *this year's event marks the 54th anniversary of Municipal Clerks Week. the proclamation extends appreciation to all Municipal and Deputy Clerks for the services they provide to their communities. Specifically, the proclamation cites that the clerk "serves as the professional link between the citizens, the local governing bodies and agencies of government at other levels."*

WHEREAS: *this year's event marks the 54th anniversary of Municipal Clerks Week. the Municipal Clerk is one of local government's oldest positions, most people don't know or realize what we do or how important our role is to our communities and the work of our local governments. "So, this week is an excellent opportunity to not only help educate the public and raise awareness of this profession but also to celebrate Municipal Clerks everywhere and recognize their dedicated service to our communities."*

NOW, THEREFORE WE, *Mayor Ashira Mohammad, Vice Mayor Erik Morrisette, Vice Mayor, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Kashem and Commissioner Geoffrey Jacobs do hereby proclaim the week of April 30-May 6, 2023 is celebrated as Municipal Clerks Week.*

Dated this 10th day of May 2023.

____
Ashira Mohammed Mayor

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Erik Morrissette Vice Mayor

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William R. Hodgkins Clerk Commissioner

____
Musfika Kashem Acting Clerk Commissioner

____
Geoffrey Jacobs Commissioner

TOWN OF PEMBROKE PARK
PROCLAMATION

ASIAN AMERICAN & PACIFIC ISLANDER HERITAGE MONTH MAY 2023

WHEREAS: *Asian American and Pacific Islander (AAPI) Heritage Month is a monthlong commemoration of the history and achievements of Asian Americans, Native Hawaiians, and Pacific Islanders in the United States. AAPI Heritage Month takes place each year in May, which was permanently designated for the commemoration in 1992 by President George H.W. Bush. President Barack Obama changed the tribute's name to Asian American and Pacific Islander Heritage Month in 2009.*

WHEREAS*: Asian American and Pacific Islander Heritage Month celebrates Americans with ethnic origins in a variety of countries. The U.S. Census Bureau defines Asian as "a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for Example: Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam." Native Hawaiian or Other Pacific Islander is defined as "a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands."*

WHEREAS: *Asian American and Pacific Islander Heritage Month occurs in May to commemorate two important dates in Asian American history. On May 7, 1843, the first Japanese immigrants arrived in the United States, and May 10, 1869, marked the completion of the transcontinental railroad, which many Chinese immigrants helped build. These dates were also the focus of the initial Asian/Pacific American Heritage Week established in 1978.*

WHEREAS: *the Town of Pembroke Park Commissioners condemn anti-Asian hate crimes across the country, including incidents of anti-Asian bias, xenophobia, harassment, and violence since the start of the COVID-19 pandemic; and*

AND *as we combat xenophobia, hate, and discrimination against the Asian American & Pacific Islander communities, we must not forget the 120,000 Japanese Americans who were unjustly imprisoned during World War II resulting in one of the most shameful chapters in American history.*

NOW, THEREFORE WE, *Mayor Ashira Mohammed, Vice Mayor Erik Morrissette, Clerk Commissioner Bill Hodgkins, Acting Clerk Commissioner Musfika Kashem and Commissioner Geoffrey Jacobs by virtue of the authority vested by the Town of Pembroke Park do hereby proclaim the month of May as;*

ASIAN AMERICAN & PACIFIC ISLANDER HERITAGE MONTH

Dated this 10th day of May, 2023.

____
Ashira Mohammed, Mayor

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Erik Morrissette, Vice Mayor

____
William R. Hodgkins, Clerk Commissioner

____
Musfika Kashem, Acting Clerk Commissioner

____
Geoffrey Jacobs, Commissioner

Town of Pembroke Park, Florida ***05 10 2023***

Regular Commission Meeting

Public Sign-in Sheet

Name	Address or Organization	Item No.	Contact Number	Email Address
Mark Vertefeuille	PPPD	9.6	561-713-3452	mvertefeuille@pd-ppfl.gov
Dwaymon Casod	PPPD	9.6	561 714 1699	Dcasod@PPPDFL.gov
Ron Thurston	PPPD	9.6	(954)691-6019	batt671@gmail.com
MARIA SWANSON	MOMS DEMAND Action	4.4	954-309-9063	mgswanson@outlook.com
Robin Martin	Rebuilding together		954-772-9945	Robin@RebuildingtogetherBroward.org
Lilly Paige				
Terence Mohammed				

Mark Pakula

From:	Eaton, Christopher <ChristopherEaton@fdle.state.fl.us>
Sent:	Tuesday, May 2, 2023 1:38 PM
To:	Mark Pakula
Subject:	RE: Active investigation
Attachments:	Misuse_Form.pdf; SecurityIncidentResponseForm-062018.pdf
Follow Up Flag:	Follow up
Flag Status:	Flagged

FDLE isn't investigating. Pembroke Park PD is responsible for investigating and determining if it is misuse or a Security Incident. The agency is required to have a discipline policy in place that covers discipline for misuse of resources or any discipline that comes out of a security incident. Attached is our Misuse Form and Security Incident Reporting Form for your convenience.

Thanks,

Chris Eaton
CJIS Information Security Officer
Florida Department of Law Enforcement
(850) 410-8114
ChristopherEaton@fdle.state.fl.us
FDLE

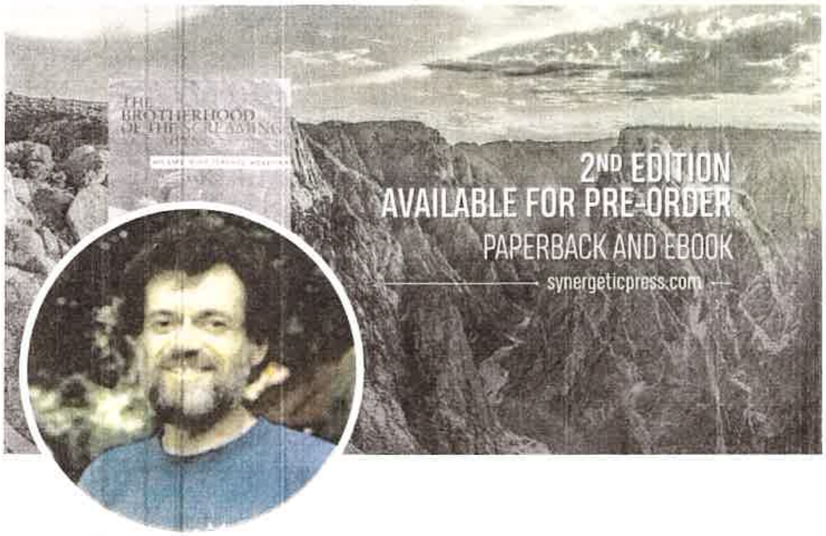
From: Mark Pakula <mpakula@tppfl.gov>
Sent: Tuesday, May 02, 2023 12:23 PM
To: Eaton, Christopher <ChristopherEaton@fdle.state.fl.us>
Subject: Active investigation

This email originated outside of FDLE. Please use caution when opening attachments, clicking links, or responding to this email.

Hi Christopher, Could you confirm if there is an active investigation regarding the Laptop from the Town of Pembroke Park and the Police department at this time? Thanks.

6:42
◂ Search

Terence McKenna



Terence McKenna

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donate.mckenna.academy

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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, March 8, 2023 at 7:00 PM

Mayor Geoffrey Jacobs
Vice Mayor Reynold Dieuveille
Clerk Commissioner William Hodgkins

Town Manager JC Jimenez
Interim Town Attorney Jacob Horowitz
Town Clerk Marlen D. Martell

1 CALL TO ORDER Meeting called to order at 7:09pm

2 PLEDGE OF ALLEGIANCE

3 ROLL CALL The meeting was called to order at 7:09 pm by Mayor Jacobs. Present at the meeting were Geoffrey Jacobs, Mayor; Reynold Dieuveille, Vice Mayor; and Williams Hodgkins, Clerk Commissioner.

Additional staff in attendance were JC Jimenez, Town Manager; Jacob Horowitz Interim Town Attorney; Marlen Martell, Town Clerk; Miguel Nunez, Building Official; Babette Friedman, HR Director; Roy Brown, Finance Director; David Howard, Chief of Police; Ra Shanna, Major; Joseline Ramirez, Chief Code Enforcement Officer; Joy Brown, Executive Assistant to the Chief of Police; Lucie Manzerolle, Building Manager; and Suzi Reutlinger, Assistant to Town Clerk

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA
REMOVE ITEM 7.6
ADD RESOLUTION 8.1 & 8.2
MOVE LINE ITEM 7.3 TO NEW BUSINESS ITEM 10.2

MOTION TO APPROVE THE AGENDA AS AMENDED MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSES 3-0.

5 PRESENTATIONS / PROCLAMATIONS

1. Distinguished Service Award honoring Christopher Williams - Mayor Jacobs, Police Chief Howard

AWARD PRESENTED TO MR. CHRISTOPHER WILLIAMS.

2. Distinguished Service Award honoring Katarina Palushaj - Mayor Jacobs, Police Chief Howard

AWARD PRESENTED TO KATARINA PALUSHAI

3. Proclamation National Women's History Month - Mayor and Commission

PROCLAMATION OF NATIONAL WOMEN'S HISTORY MONTH READ INTO RECORD BY MAYOR JACOBS.

4. Proclamation Irish American Heritage Month - Mayor and Commission

PROCLAMATION OF IRISH AMERICAN HERITAGE MONTH WAS READ INTO RECORD BY MAJOR JACOBS.

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
DEBORAH FEENE SPOKE ON RECORD
ATTORNEY MATT KARIM SPOKE ON RECORD

7 CONSENT AGENDA
MOTION TO APPROVE THE CONSENT AGENDA MADE BY VICE MAYOR DIEUVEILLE, SECONDED BY CLERK COMMISSIONER HODGKINS. MOTION PASSES 3-0.

1. Unsafe Structures Demolition Ranking for 1708 SW 31 Avenue

2. Policy for Use of Cell Phones Issued by the Town and for Personal Cell Phones
ITEM MOVED TO NEW BUSINESS ITEM NUMBER 10.2

3. Investigation Procedures

4. Upgrade Fiber for Police Department

IT Director Pakula presented item regarding upgrade to the higher speed

5. Broward County Interlocal Agreement for Solid Waste

6. Broward County Interlocal Agreement Renewal - gas tax

ITEM MOVED TO 8.1 AND 8.2

7. Emergency sewer repair - 4320 S.W. 30th Street

8. Public Works - salvage equipment

9. Professional Engineering Services Proposal for inflow/infiltration - Project Manager Shonk from Craig A. Smith, Mayor Jacobs, Town Manager Jimenez

10. Professional Engineering Services Proposal for Lift Station 19 - Project Manager Shonk from Craig A. Smith, Mayor Jacobs, Town Manager Jimenez

11. Professional Engineering Services Proposal for Lift Station 17 - Project Manager Shonk from Craig A. Smith, Mayor Jacobs, Town Manager Jimenez

12. Professional Engineering Services Proposal for Lift Station 14 - Project Manager Shonk from Craig A. Smith, Mayor Jacobs, Town Manager Jimenez

8 RESOLUTIONS

1. Broward County Interlocal Agreement Renewal - gas tax - Building Official Nunez
RESOLUTION NO. 2023-002
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE 2023 AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FLORIDA, PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID 2023 AMENDMENT FOR AND ON BEHALF OF THE TOWN OF**

PEMBROKE PARK; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

MOTION TO APPROVE RESOLUTION 2023-002 MADE BY VICE MAYOR REYNOLD DIEUVEILLE, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 3-0.

2. Broward County Interlocal Agreement Renewal - gas tax - Building Official Nunez
RESOLUTION NO. 2023-003
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE 2023 AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FLORIDA, PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID 2023 AMENDMENT FOR AND ON BEHALF OF THE TOWN OF PEMBROKE PARK;** PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

MOTION TO APPROVE RESOLUTION 2023-003 MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.

9 2ND READING OF ORDINANCES

1. Presentation - Planning Consultant Vonder Meulen

FOR DISCUSSION PURPOSES ONLY.

2. 22-CP-03 Land Use Plan Amendment (LUPA) - Planning Consultant Vonder Meulen
ORDINANCE NO. 2023-001
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING AN AMENDMENT TO THE TOWN'S FUTURE LAND USE MAP FOR THE APPROXIMATELY 16.56 ACRES OF REAL PROPERTY GENERALLY LOCATED ALONG S.W. 30TH AVENUE, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN (THE "PROPERTY"); AMENDING THE PROPERTY'S LAND USE FROM INDUSTRIAL TO COMMERCIAL; DIRECTING THE TOWN CLERK TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AND THE PROPOSED LAND USE PLAN AMENDMENT TO THE APPROPRIATE PARTIES; REQUESTING BROWARD COUNTY TO AMEND ITS LAND USE AND TO AUTHORIZE THE BROWARD COUNTY PLANNING COUNCIL TO TRANSMIT A COPY OF THE AMENDMENT TO THE STATE OF FLORIDA

DEPARTMENT OF ECONOMIC OPPORTUNITY ON BEHALF OF THE TOWN AND ANY OTHER INTERESTED GOVERNMENTAL ENTITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

MAYOR JACOBS OPENED THE FLOOR FOR PUBLIC COMMENT
MAYOR JACOBS CLOSED THE FLOOR FOR PUBLIC COMMENT

MOTION TO APPROVE ORDINANCE 2023-001 MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.

3. 22-RZ-01 Text Amendment Application MXE District - Planning Consultant Vonder Meulen
ORDINANCE NO. 2023-002
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 28, ENTITLED "ZONING;" CREATING DIVISION 5.8, TO BE ENTITLED "MXE - MIXED-USE ENTERTAINMENT DISTRICT;" PROVIDING REGULATIONS FOR THE MIXED-USE ENTERTAINMENT DISTRICT; PROVIDING FOR DEFINITIONS; PROVIDING FOR INTENT AND PURPOSE; PROVIDING FOR PERMITTED USES AND SPECIFIC USE REGULATIONS; PROVIDING FOR HEIGHT RESTRICTIONS; PROVIDING FOR FLOOR AREA REGULATIONS; PROVIDING FOR SETBACKS; PROVIDING FOR PARKING; PROVIDING FOR A GEOGRAPHIC AREA; PROVIDING FOR DEVELOPMENT STANDARDS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

MAYOR JACOBS OPENED THE FLOOR FOR PUBLIC COMMENT
MAYOR JACOBS CLOSED THE FLOOR FOR PUBLIC COMMENT

MOTION TO APPROVE ORDINANCE 2023-002 MADE BY VICE MAYOR REYNOLD DIEUVEILLE, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 3-0.

4. 22-RZ-04 Rezoning B-1 and M-1 to MXE - Planning Consultant Vonder Meulen
ORDINANCE NO. 2023-003
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 28, ENTITLED "ZONING;" PROVIDING FOR THE REZONING OF THE APPROXIMATELY 16.56 ACRES OF REAL PROPERTY GENERALLY LOCATED ALONG S.W. 30TH AVENUE IN PEMBROKE PARK, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN, FROM THE PRESENT ZONING CLASSIFICATION OF B-1 (BUSINESS DISTRICT) AND M-1 (INDUSTRIAL DISTRICT) TO MXE (MIXED-USE

ENTERTAINMENT DISTRICT); PROVIDING FOR AN AMENDMENT TO THE TOWN'S OFFICIAL ZONING MAP; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

MAYOR JACOBS OPENED THE FLOOR FOR PUBLIC COMMENT
RESIDENT DAVID ROACH SPOKE ON RECORD
MAYOR JACOBS CLOSED THE FLOOR FOR PUBLIC COMMENT

MOTION TO APPROVE ORDINANCE NO 2023-003 TO APPROVE MADE BY VICE MAYOR REYNOLD DIEUVEILLE, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 3-0.

10 NEW BUSINESS

1. Copier purchase for Accreditation efforts. Our Accreditation Grant covers the copier - Police Chief Howard
MOTION TO APPROVE COPIER MADE BY VICE MAYOR REYNOLD DIEUVEILLE, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 3-0.

2. CELL PHONE POLICY
MOTION TO APPROVE CELL PHONE POLICY WITH CHANGES STATED MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR REYNOLD DIEUVEILLE. MOTION PASSED 3-0.

11 OLD BUSINESS
NONE

12 DISCUSSION
MAYOR JACOBS WANTED TO DISCUSS WITH HR DIRECTOR FRIEDMAN REGARDING OPEN POSITIONS.
CODE OFFICER AND BTR POSITION
REVIEW STORM WATER AND SEWER POSITION
PUBLIC SERVICES DIRECTOR

13 ATTORNEY REPORTS ATTORNEY STATED THAT EFFECTIVE JANUARY 1ST, THERE WAS AN AMENDMENT REGARDING LOBBYING. ATTORNEY WILL BE MONITORING IT.

14 TOWN MANAGER REPORTS

TOWN MANAGER TO BRING FINAL REPORT FOR THE ECONOMIC DEVELOPMENT TO COMMISSION. TOWN MANAGER ALSO GAVE AN UPDATE REGARDING THE ASPHALT. THE JOB WAS NOT COMPLETED AND ARE WORKING ON GETTING IT DONE.
SINK HOLE UPDATE, TOWN MANAGER STATED THAT THERE WERE NO BIDDERS.

15 COMMISSION REPORTS
CLERK COMMISSIONER HODGKINS- NONE

VICE MAYOR DIEUVEILLE – NONE

MAYOR JACOBS - PAYROLL FOR PD IS GOING GOOD. MAYOR STATED THAT THERE WAS A SUCCESSFUL FOOD DRIVE THIS PAST WEEKEND, AND THAT THERE WILL BE A FOOD DRIVE THE 1ST OF EVERY MONTH. VOLUNTEERS WELCOMED FROM 9AM TO 1PM

16 ANNOUNCEMENTS

1. Election Day, Tuesday, March 14th from 7AM to 7PM
Special Magistrate Hearing, Wednesday, March 15, 2023 at 9:00AM
Workshop Commission meeting, Wednesday, March 22, 2023 at 6:00PM
Swearing In Ceremony for newly elected, Wednesday, April 12, 2023 at 6:00 PM
Regular Commission meeting, Wednesday, April 12, 2023 at 7:00 PM

17 ADJOURNMENT WITH NO FURTHER ITEMS FOR DISCUSSION, MEETING ADJOURNED AT 7:55PM

Commission Approved on __4/12/2023______________

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.

MINUTES
EMERGENCY COMMISSION MEETING

6:00 PM - Thursday, March 16, 2023
Council Chambers

The EMERGENCY COMMISSION MEETING of the Town of Pembroke Park was called to order on Thursday, March 16, 2023, at 6:00 PM, in the Council Chambers, with the following members present: Interim Town Attorney Brian Sherman; Human Resources Director Babette Friedman; Finance Director Roy Brown; Chief Code Compliance Officer Joselyn Ramirez; Office Assistant Nazly Cardona, Town Clerk Marlen Martell; Assistant to Town Clerk Suzi Reutlinger

CANCELLED
Due to No Quorum
No Meeting Minutes Available

PRESENT:

EXCUSED:

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

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

4. NEW BUSINESS

a) Topics of conversation will be the Building Department/Building Official and Public Works - Mayor Jacobs

12. ADJOURNMENT

Commission Approved on ________________

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.

MINUTES
EMERGENCY COMMISSION MEETING

6:00 PM - Friday, March 17, 2023
Council Chambers

The EMERGENCY COMMISSION MEETING of the Town of Pembroke Park was called to order on Friday, March 17, 2023, at 6:00 PM, in the Council Chambers, with the following members present:

CANCELLED
Due to No Quorum
No Meeting Minutes Available

PRESENT:

EXCUSED:

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

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

4. NEW BUSINESS

a) Topics of conversation will be the Building Department/Building Official and Public Works - Mayor Jacobs

12. ADJOURNMENT

Commission Approved on ________________

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
Workshop Commission
Meeting
Commission Chambers
3150 SW 52 Avenue
Pembroke Park, FL. 33023
Wednesday, March 22, 2023
6:00 PM

Mayor Geoffrey Jacobs
Clerk Commissioner William Hodgkins
Commissioner Ashira Mohammed
Commissioner Erik Morrissette
Commissioner Musfika Kashem

Town Manager JC Jimenez
Interim Town Attorney Sam Goren
Town Clerk Marlen D. Martell

WORKSHOP COMMISSION MEETING MINUTES

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1 CALL TO ORDER Mayor Jacobs called meeting to order at 6:00pm

2 PLEDGE OF ALLEGIANCE Led by the Mayor and Commissioners

3 ROLL CALL The meeting was called to order at 6:00 pm by Mayor Jacobs. Present at the meeting were Geoffrey Jacobs, Mayor; Williams Hodgkins, Clerk Commissioner; Ashira Mohammed, Commissioner; Musfika Kashem, Commissioner; and Erik Morrissette, Commissioner.

Additional staff in attendance were JC Jimenez, Town Manager; Sam Goren Interim Town Attorney; Marlen Martell, Town Clerk; Suzi Reutlinger, Assistant to Town Clerk; Babette Friedman, HR Director; Roy Brown, Finance Director; Mark Pakula, Information Technology Director; Lucie Manzerolle, Building Manager; David Howard, Chief of Police; Joseline Ramirez, Chief Code Enforcement Officer

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA None

5 PRESENTATIONS NONE

1. Police Department Presentation - Police Chief Howard
DAVE HOWARD PRESENTED AND SUBMITTED REPORT TO COMMISSION

6 REPORTS OF COMMITTEES AND CITY STAFF

1. Fire Department - Chief Kane
Will not be presenting at this meeting.

7 BUILDING DEPARTMENT

1. Building Department Monthly Report - February 2023

STEVE PIZZILLO SPOKE ON RECORD

8 CODE ENFORCEMENT - CHIEF CODE ENFORCEMENT OFFICER RAMIREZ

1. Code Compliance Monthly Report - February 2023

JOSELYN RAMIREZ PRESENTED REPORT AND SUBMITTED TO THE COMMISSION FOR REVIEW

9 FINANCE DEPARTMENT - FINANCE DIRECTOR BROWN NONE

10 HUMAN RESOURCES - HR DIRECTOR FRIEDMAN CHIEF BUILDING OFFICIAL ON ADMIN LEAVE WITH PAY, NO FURTHER DISCUSSION COULD BE HELD BECAUSE OF THE ON GOING INVESTIGATION

11 IT DEPARTMENT - IT DIRECTOR PAKULA NONE

12 PLANNING CONSULTANT - MICHAEL VONDER-MEULEN NONE

13 POLICE DEPARTMENT - POLICE CHIEF HOWARD

1. Mutual Aid with Broward County School Board

ITEM PLACED ON CONSENT AGENDA

14 PUBLIC SERVICES DEPARTMENT

- Contract for the Sinkhole repair has been executed, awaiting a start date
- Town Manager met with engineers at Kimley Horn and Associates, who are currently working on the Stormwater Master Plan. Draft expected in about two months.
- Town Manager working on the Florida Resiliency Grant which was recently awarded to the Town. He submitted the Contract Information requested by the State and am currently working with Connie on the Grant work plan which is due on April 4, 2023.
- The designs for the Rehabilitation of Lift Stations 14, 17 and 19 are underway with Craig A Smith and Associates.
- The design for the Inflow and Infiltration Study is also underway by Craig A Smith and Associates.
- The environmental assessment at the preserve started this week with the field review work. Scalar, will soon start coordination with the U.S. Fish and Wildlife for the protected Florida Bonneted Bat. This assessment is a requirement for the Land and Water Conservation Fund Grant application.
- The Sanitary Sewer Master Plan is underway with Craig A. Smith and Associates.
- The FRDAP Grant for the Food Forest Walkway in being closed out. The last picture of the hours of operations sign was submitted this week.
- We received the sealed bids last week for the roof replacement at Town Hall. Currently, reviewing the bids and will be providing a recommendation at the next commission meeting.
- Town Manager with Alejandro Vargas from the Florida Department of Emergency Management to close out the John P. Lyon Drainage Project Phase I design.
- Currently working with the Florida Department of Emergency Management on the other two grants that are open.
- Interviews for Public Works Director are on Friday 3/24/2023.

15 OLD BUSINESS

16 NEW BUSINESS

17 DISCUSSION

1. 66th Annual Gala - Mayor Jacobs

ITEM PLACED ON CONSENT

2. Employees in Public Services - Mayor Jacobs

TOWN MANAGER AND HUMAN RESOURCES DIRECTOR TO DISCUSS THEIR CONCERNS REGARDING COMPENSATION WITH OUTSIDE EMPLOYEES.

3. Mobile home parks utilities - Mayor Jacobs

DISCUSSION TO MAKE OTHER COMMISSIONERS AWARE.

4. Discussion with the new administration - Mayor Jacobs
Town Clerk- MAYOR ASKED TOWN CLERK WHY DIGITAL CODE WASN'T UTILIZED, TOWN CLERK RESPONDED SAYING THAT, THAT PROCESS IS NOT REQUIRED.
Public works - NO PUBLIC WORKS DIRECTOR FOR A FEW MONTHS.
Building Department/Building Official - TOWN CLERK RESPONDED TO MAYORS COMMENTS REGARDING THE BUILDING INSPECTOR
USDA Loan - TOWN FINANCE DIRECTOR TO LOCATE MONEY.

5. Florida League Cities - Commissioner Mohammed - WOULD LIKE TO PUT ON NEXT AGENDA WITH AN AMOUNT NOT TO EXCEED WHATEVER CALLES ARE TO ATTEND THE FLORIDA LEAGUE OF CITIES.
Metropolitan Planning Organization - NEXT MEETING TO DETERMINE WHO WILL SIT AND ON WHAT COMMITTEE.
Assignments - SEE ABOVE
Authority to send people to IEMO - DISCUSSION
Abatement request for Mrs. Feeney and Bodega - FULL REPORT NEEDS TO BE SUBMITTED FOR NEXT MEETING.
Citizenship Drive - TOWN MANAGER TO REACH OUT TO THE COUNTY ADMINISTRATOR
Job Fair - MOVING FORWARD TO ORGANIZE JOB FAIR.

18 TOWN CLERK COMMENTS

1. Amend Ordinances in the Code - TOWN CLERK WILL BRING CHANGES
INTERIM TOWN ATTORNEY GOREN SUMMARIZED THE SUNSHINE LAW.

19 ATTORNEY COMMENTS CHARTER HASN'T BEEN UPDATED SINCE 1958, ATTORNEY HAS BEEN WORKING DILIGENTLY ON GOING THRU THE PROCESS.

20 TOWN MANAGER COMMENTS NONE

21 COMMISSIONER COMMENTS

1. Commissioner Ashira Mohammed - SHE STATED THAT SHE IS GLAD TO BE BACK
Commissioner Erik Morrissette - HE STATED THAT THIS WILL BE A LEARNING CURVE, BUT THAT HE WILL WORK TOGETHER WITH THE CITIZENS AND HE WILL DO HIS BEST
Commissioner Musfika Kashem - SHE STATED THAT SHE WANTS TO LEARN
Clerk Commissioner Hodgkins - WELCOMED THE NEW COMMISSIONERS AND THANKED EVERYONE
Mayor Jacobs - NONE

22 ANNOUNCEMENTS

1. Charter Review Committee meeting, Monday, March 27 at 6:00 PM
Regular Commission Meeting, Wednesday, April 12 at 7:00 PM
Special Magistrate Hearing, Wednesday, April 19 at 9:00 AM
Workshop Commission Meeting, Wednesday, April 26 at 6:00 PM

23 ADJOURNMENT WITH NO FURTHER BUSINESS MEETING ADJOURNED AT 7:42 PM, UNANIMOUS MOTIONED FOR ADJOURNMENT

Commission Approved: ___________________

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

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

REGULAR COMMISSION MEETING MINUTES
Wednesday, April 12, 2023 at 7:00 PM

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

Town Manager JC Jimenez
Interim Town Attorney Jacob Horowitz
Town Clerk Marlen D. Martell

1 CALL TO ORDER MEETING CALLED TO ORDER AT 6:16PM

2 PLEDGE OF ALLEGIANCE LED BY MAYOR AND COMMISSIONERS

3 ROLL CALL The meeting was called to order at 6:16 pm by Mayor Jacobs. Present at the meeting were Geoffrey Jacobs, Commissioner; Williams Hodgkins, Clerk Commissioner; Erik Morrissette, Vice Mayor; Musfika Kashem, Acting Clerk Commissioner; and Ashira Mohammed, Mayor.

Additional staff in attendance were JC Jimenez, Town Manager; Jacobs Horowitz, Interim Town Attorney; Marlen Martell, Town Clerk; David Howard, Chief of Police; Joseline Ramirez, Chief Code Enforcement Officer; Mark Pakula, Information Technology Director; Suzi Reutlinger, Assistant to Town Clerk; Roy Brown, Finance & Budget Director; and Wade Douty, Sergeant

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA REMOVE ITEM 10.2
ADDITION 8.1 OPEN DISCUSSION
8.2 RESOLUTION

MOTION TO APPROVE THE AGENDA AS STATED MADE BY COMMISSIONER MOHAMMED, SECONDED BY CLERK COMMISSIONER HODGKINS, MOTION PASSES 5-0.

5 PRESENTATIONS / PROCLAMATIONS

1) Official Election Results - Interim Town Attorney Horowitz

INTERIM TOWN ATTORNEY HOROWITZ READ THE OFFICIAL ELECTION RESULTS INTO THE RECORD. AT LARGE DISTRICT WINNERS ARE AS FOLLOWS: ERIC MORRISSETTE, MUSFIKA KASHEM AND ASHIRA MOHAMMED

2) Commission duties and responsibilities - Interim Town Attorney Horowitz

INTERIM TOWN ATTORNEY HOROWITZ WENT OVER THE DUTIES AND RESPONSIBILITIES OF THE COMMISSION.

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE TONY RAZ SPOKE ON RECORD
DANIEL LAZARE SPOKE ON RECORD
LILLE PAGE SPOKE ON RECORD
BETTY JACKSON SPOKE ON RECORD
KATIE MILLEDGE SPOKE ON RECORD ATTACHMENT RECEIVED BY THE CLERK
ADI SHAUL SPOKE ON RECORD
ROBERT JANZER SPOKE ON RECORD

MOTION TO TAKE A 10 MINUTE RECESS MADE BY COMMISSIONER ASHIRA MOHAMMED, SECONDED BY CLERK COMMISSIONER HODGKINS, MOTION PASSES 5-0.

MEETING RESUMED AT 7:54PM

7 CONSENT AGENDA

1) Approval of Minutes - Town Clerk Martell
Regular Commission Meeting, February 8, 2023
Pension Board Meeting, February 8, 2023
Workshop Commission Meeting, February 22, 2023
Regular Commission Meeting, March 8, 2023
Workshop Commission Meeting, March 22, 2023

2) FLC - Mayor Jacobs

3) Mutual Aid with Broward County School Board

4) Job Fair - Commissioner Mohammed

5) Citizenship Drive - Commissioner Mohammed
MOVE ITEM TO 10.9
MOTION TO APPROVE THE CONSENT AGENDA MADE BY
MOTION TO APPROVE MADE BY MAYOR ASHIRA MOHAMMED, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 5-0.

8 RESOLUTIONS

1) REVISED Resolution 2023-004 Appointing Commissioners - Consultant Attorney Horowitz
RESOLUTION NO. 2023-004
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 9 OF THE TOWN CHARTER, APPOINTING COMMISSIONER _______________ AS MAYOR OF THE TOWN OF PEMBROKE PARK, FLORIDA; APPOINTING COMMISSIONER ________________AS VICE-MAYOR OF THE TOWN OF PEMBROKE PARK, FLORIDA; APPOINTING COMMISSIONER _________________ AS CLERK-COMMISSIONER OF THE TOWN OF PEMBROKE PARK, FLORIDA; AND ____________________AS ACTING CLERK-COMMISSIONER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

MOTION TO APPOINT COMMISSIONER ASHIRA MOHAMMED AS MAYOR MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

MOTION TO APPOINT COMMISSIONER ERIK MORRISSETTE AS VICE MAYOR MADE BY MAYOR ASHIRA MOHAMMED, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

MOTION TO KEEP COMMISSIONER WILLIAM HODGKINS AS CLERK COMMISSIONER MADE BY MAYOR ASHIRA MOHAMMED, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

MOTION TO APPOINT MUSFIKA KASHEM AS ACTING CLERK COMMISSIONER MADE BY MAYOR ASHIRA MOHAMMED, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

MOTION TO APPROVE RESOLUTION 2023-004 MADE BY MAYOR ASHIRA MOHAMMED, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 4-1 COMMISSIONER GEOFFREY JACOBS OPPOSED.

AT 8:20 PM GAVEL WAS PASSED TO MAYOR ASHIRA MOHAMMED

9 ORDINANCES - NONE

10 NEW BUSINESS

1) Assignment of Boards and Committees - Commissioner Mohammed
Florida League Cities
Broward League of Cities
Metropolitan Planning Organization meeting are the 2nd Thursday of the month

ITEM MOVED TO WORKSHOP

2) Abatement request for Mrs. Feeney - Commissioner Mohammed

ITEM WITHDRAWN FROM THE AGENDA

3) ITB Building Department Built Out - Town Manager Jimenez

COMMISSION REQUESTING FOR INFORMATION BEFORE PROCEEDING
ITEM PLACED ON THE WORKSHOP

4) Building Official Services with Safebuilt - Town Manager Jimenez

5) MOU with Miami Gardens Police Department - Police Chief Howard
MOTION TO APPROVE ENTERING INTO A LAW ENFORCEMENT AGREEMENT WITH MIAMI GARDENS POLICE
MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAMS HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

6) Introduction of Fraternal Order of Police to Commission - Police Chief Howard

PRESENTATION
OFFICER BRIAN DODGE SPOKE ON RECORD

7) Flock camera access for Pembroke Park Officers - Police Chief Howard

MOTION TO ENTER INTO AN AGREEMENT FOR ACCESS TO FLOCK CAMERA PRODUCTS MADE BY VICE MAYOR ERIK MORRISSETTE, SECONDED BY CLERK COMMISSIONER WILLIAMS HODGKINS. MOTION PASSED 5-0.

11 OLD BUSINESS - NONE

12 DISCUSSION

1) Pembroke Park History - Mayor Jacobs

2) Forensic audit of Town's financials - Mayor Jacobs

DIRECTIVE MANAGER TO LOOK FOR AN AUDIT COMPANY

3) Police - Mayor Jacobs

DISCUSSION ONLY

4) Civility resolution violation by Clerk Commissioner Hodgkins - Mayor Jacobs

COMMISSION REQUESTED THE TOWN MANAGER TO HIRE AN ATTORNEY TO REVIEW THE ACTIONS OF COMMISSIONER JACOBS REGARDING STAFF

MEETING RECESSED AT 9:06PM
MEETING RESUMED AT 9:14PM

13 ATTORNEY REPORTS

1) Ordinance No. 2023-10 Broward County - Interim Town Attorney Horowitz

14 TOWN MANAGER REPORTS FRDAP GRANT CLOSED OUT
ARPA QUARTERLY REPORT DUE AT THE END OF THE MONTH

15 COMMISSION REPORTS Vice Mayor Morrissette - NONE
Commissioner Mohammed - THANKED STAFF
Acting Clerk Commissioner Kashem - NONE
Clerk Commissioner Hodgkins - NONE
Commissioner Jacobs -COMMISSIONER JACOBS STATED THAT NEVER GET THRU WITH HATERS

16 ANNOUNCEMENTS

1) Special Magistrate Hearing, Wednesday, April 19, at 9:00 AM
Workshop Commission meeting, Wednesday, April 26, at 6:00 PM
Regular Commission meeting, Wednesday, May 10, at 7:00 PM

17 ADJOURNMENT WITH NO FURTHER BUSINESS MEETING ADJOURNED AT 9:54 PM

Commission Approved: ______________________

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.

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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.

AGENDA ITEM REPORT

To:
Subject: Additional Licenses for the Police department.
Meeting: 04 26 2023 WORKSHOP COMMISSION MEETING - Apr 26 2023
Department: Police Department
Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

We have to add more Licenses.

FINANCIAL IMPACT:

This is a prorated amount to match up with our existing software $4,177.00

RECOMMENDATION:

Purchase upgrade.

ATTACHMENTS:

Invoice_210604937_2023-04-04

	Status:
Roy Brown, Finance & Budget Director	Approved - Apr 05 2023
Town Attorney, Town Attorney	Approved - Apr 05 2023
JC Jimenez, Town Manager	Approved - Apr 05 2023
Marlen Martell, Town Clerk	Approved - Apr 06 2023

INVOICE

CyberTech Analytics
3251 Riverland Rd
Fort Lauderdale, FL, Florida 33312
United States

954-451-4740
www.CyberTechAnalytics.com

BILL TO
Town of Pembroke Park, FL
Mark Pakula
3150 SW 52nd Ave
Pembroke Park, Florida 33023
United States

954-966-4600
mpakula@tppfl.gov

Invoice Number:	210604937
Invoice Date:	April 4, 2023
Payment Due:	April 4, 2023
Amount Due (USD):	**$4,177.00**

Products	Quantity	Price	Amount
Bitdefender GravityZone 20 additional licenses, add on, prorated 18 months	1	$2,591.50	$2,591.50
Bitdefender Full Disk Encryption (Add on) 20 additional licenses, add on, prorated 18 months	1	$582.00	$582.00
Bitdefender GravityZone Patch Management Add-on 20 additional licenses, add on, prorated 18 months	1	$1,003.50	$1,003.50

Total:	$4,177.00
Amount Due (USD):	**$4,177.00**

Notes / Terms
This is for 20 additional add on licenses. 18 months remaining prorated.

AGENDA ITEM REPORT

To:
Subject: Renew Sonicwall Licenses
Meeting: WORKSHOP COMMISSION MEETING - Apr 26 2023
Department: IT
Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

Renewal is a budgeted Item.

FINANCIAL IMPACT:

Total for one year renewal $ 6,808.68

RECOMMENDATION:

Approve Renewal

ATTACHMENTS:

Sales Quotation - 408248

QUOTE

9979 Muirlands Blvd, Irvine CA 92618
www.blueally.com | insidesales@blueally.com
Tel: 949.870.3500 | FAX: 949.266.9332

Quote #: **408248**
Date: 04/07/2023

Billing Address	**Shipping Address**
Town of Pembroke Park, FL 3150 SW 52nd Ave. Pembroke Park FL 33023 USA	**Town of Pembroke Park, FL** 3150 SW 52nd Ave. Pembroke Park FL 33023 USA

Customer ID: **85625942**
Customer Ref. No.:
Salesperson: **Nick Gregory**
Shipping Method: **Electronic Fulfillment (Email)**

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
		*** S/N: 2CB8ED1F7600 | Town of Pembroke Park - 3150 Southwest 52nd S/N: CC000001BA8C | Capture Client Tenant - Town of Pembroke Park ***		
		SonicWALL 1-Year AGSS Renewal for NSa 4650		
1	01-SSC-3493	ADVANCED GATEWAY SECURITY SUITE BUNDLE FOR NSA 4650 1YR	$ 3,813.48	$3,813.48
		SonicWALL 1-Year Capture Client Advanced Renewal (80 Users) Consisting of:		
80	02-SSC-1523	SONICWALL CAPTURE CLIENT ADVANCED 50 - 99 ENDPOINTS 1YR	$ 37.44	$2,995.20
Subtotal				6,808.68

Advanced Gateway Security Suite (AGSS) - Includes Capture Advanced Threat Protection, Gateway Anti-Virus, Anti-Spyware, Intrusion Prevention, Application Firewall Service, Content Filtering Premium Services, and 24x7 Support with firmware.

Quotation Valid Until: **05/07/23**

To securely submit payment for this quote via credit card, please visit:
https://blueally.com/SecurePayment/SecurePayment/408248/85625942

RETURN POLICY: All Returns must meet all applicable criteria listed in our Return Policy found at **https://www.BlueAlly.com/returns**.
For approval please contact the sales representative listed on this invoice.

* All Claims for shortage, damaged or shipping errors must be made within 3 days of receipt.
* All sales have a 30 day return period unless noted otherwise.
* No cash refunds.
* Non-defective items returned subject to 15% restocking fee.
* Warranties void if labels removed or tampered with.
* Returns must include all original packaging and include all accessories & documentation.
* All software and license downloads are not returnable. All sales are final when software has been registered, activated or used.

QUOTE

9979 Muirlands Blvd, Irvine CA 92618
www.blueally.com | insidesales@blueally.com
Tel: 949.870.3500 | FAX: 949.266.9332

Quote #: **408248**
Date: 04/07/2023

Billing Address	**Shipping Address**
Town of Pembroke Park, FL 3150 SW 52nd Ave. Pembroke Park FL 33023 USA	**Town of Pembroke Park, FL** 3150 SW 52nd Ave. Pembroke Park FL 33023 USA

Customer ID: **85625942**
Customer Ref. No.:

Salesperson: **Nick Gregory**
Shipping Method: **Electronic Fulfillment (Email)**

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
			Quotation Subtotal	$ 6,808.68
			Total Tax	$ 0.00
			Quotation Total	**$ 6,808.68**

Quotation Valid Until: **05/07/23**

To securely submit payment for this quote via credit card, please visit:
https://blueally.com/SecurePayment/SecurePayment/408248/85625942

RETURN POLICY: All Returns must meet all applicable criteria listed in our Return Policy found at **https://www.BlueAlly.com/returns**.
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* Warranties void if labels removed or tampered with.
* Returns must include all original packaging and include all accessories & documentation.
* All software and license downloads are not returnable. All sales are final when software has been registered, activated or used.

AGENDA ITEM REPORT

To:
Subject: New Camera System for the Preserve and Behan Park.
Meeting: 04 26 2023 WORKSHOP COMMISSION MEETING - Apr 26 2023
Department: IT
Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

Both Behan Park and the Preserve camera systems have to be replaced.

FINANCIAL IMPACT:

The total cost for this project is $ 37,100.65. I am asking not to exceed $ 39,000.00.
Mounting $ 2,660.00
Boarding $ 7,680.00
Internet $ 2,970.00
Cameras for both Parks are $ 21,988.48
Hardware $ 1,802.17

RECOMMENDATION:

Approve new system.

ATTACHMENTS:

broward tax new
Hollywood tax new
License
PEPPM 2023 Executed Agreement (2)
Quotation #0225973941 - TPP INSIGHT
Town of Pembroke Park new camers in at parks ATELICOM
Town of Pembroke Park Quote 18448 Preserve Rev2 EMPIRE
PEPPM Addendum 49 States.docx (1)
Town of Pembroke Park Quote 18449 Behan Rev2 EMPIRE
TownOfPembrokeParkParksAndRecreationsDeptCameraWiring RE TRENCHING
TPP ENS to 300M EDI SOA COMCAST

	Status:
Roy Brown, Finance & Budget Director	Approved - Apr 10 2023

Town Attorney, Town Attorney	Pending
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA: ATS RENTAL SOLUTIONS CO
Business Name: RUSSELL THOMAS ELECTRIC CONTRACTING INC

Owner Name: RUSSELL W ROBINSON
Business Location: 5655 DAWSON ST HOLLYWOOD
Business Phone: 954-894-2900

Receipt #: 181-2782
Business Type: ELECTRICAL/ALARMS/CONTRACTOR (ELECTRICAL CONTR)

Business Opened: 04/24/1987
State/County/Cert/Reg: EC0001317
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		10		

For Vending Business Only

Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	3.00	0.00	0.00	0.00	0.00	30.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

RUSSELL THOMAS ELECTRIC CONTRACTIN
5655 DAWSON ST
HOLLYWOOD, FL 33023-1905

Receipt #02B-21-00002740
Paid 07/01/2022 30.00

2022 - 2023

CITY OF HOLLYWOOD
TREASURY SERVICES DIVISION
LOCAL BUSINESS TAX

RUSSELL-THOMAS ELECTRICAL CONT
5655 DAWSON ST
HOLLYWOOD, FL 33023

Please contact us with any changes or corrections to your information.

CUSTOMER SERVICE: Should you have any questions regarding Local Business Tax or need to update / correct any information related to your Business Tax Account, please contact us by phone at 954-921-3225, by email at businesstax@hollywoodfl.org or in person at City Hall, Room 103, 2600 Hollywood Blvd. Please send all written correspondence to: City of Hollywood, Treasury Services Division, Attn: Business Tax, Room 103, PO Box 229045, Hollywood, FL 33022-9045.

PURSUANT TO STATE LAW, LOCAL BUSINESS TAX IS LEVIED FOR THE PRIVILEGE OF DOING BUSINESS WITHIN A CITY'S LIMITS, AND IS NON-REGULATORY IN NATURE. ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT BY THE CITY OF HOLLYWOOD DOES NOT MEAN THAT THE CITY HAS DETERMINED THAT THE EXISTING OR PROPOSED USE OF A LOCATION IS LAWFUL. ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT DOES NOT LEGALIZE OR CONDONE THE NATURE OF THE BUSINESS BEING CONDUCTED IF CONTRARY TO ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION.

THIS IS NOT A BILL. DO NOT PAY.

BELOW IS YOUR LOCAL BUSINESS TAX RECEIPT. PLEASE DETACH AND POST THIS LOCAL BUSINESS TAX RECEIPT IN A CONSPICUOUS PLACE AT YOUR PLACE OF BUSINESS.

CITY OF Hollywood FLORIDA

2022/2023 LOCAL BUSINESS TAX RECEIPT

Business Name: **RUSSELL-THOMAS ELECTRICAL CONT**
DBA:
Business Location: **5655 DAWSON ST**
Business Category: **SERVICE/LICENSED BUSINESS**
Classification: **Contractor/Electrical**
Tax Basis: **5 - 25 WORKERS**

Account Registration #: **B9009010-2023**
Expiration Date: **9/30/2023**
Tax Rate: **$316.00**

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ROBINSON, RUSSELL W

RUSSELL-THOMAS ELECTRICAL CONTRACTING INC/DBA RWR
5655 DAWSON STREET
HOLLYWOOD FL 33023

LICENSE NUMBER: EC0001317

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

PEPPM 2023 Product Line Bid

AWARDED VENDOR AGREEMENT ("Agreement")

BETWEEN

Central Susquehanna Intermediate Unit, Milton, Pennsylvania ("Agency")

AND

Verkada, Inc.

(Bidder's legal name referred to throughout this Agreement as "Awarded Vendor")

For Product Line:

Verkada	Cloud-based video surveillance systems
Manufacturer/Publisher Name	Product Line Description (as per PEPPM Product Line Bid List)

This Agreement is made and entered into as of the date this Agreement is fully executed by the Awarded Vendor and Agency (the "Effective Date").

Whereas, Agency issued a Request for Bids for PEPPM 2023 Product Line Bid ("RFB"), which RFB is incorporated into this Agreement by reference and made a part hereof;

Whereas, Awarded Vendor submitted a Bid in response to the Agency's RFB for the above referenced Product Line;

Whereas, the Agency notified Awarded Vendor that it was the lowest responsive and responsible bidder for the above-referenced Product Line; and

Whereas, Awarded Vendor executes this Awarded Vendor Agreement to memorialize its acceptance of the terms and conditions of the Contract (as hereinafter defined).

Now, therefore in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is expressly acknowledged by both parties, and intending to be legally bound hereby, the parties mutually agree as follows:

1. Awarded Vendor agrees to furnish products and services for the above-referenced Product Line in accordance with the Contract.
2. Awarded Vendor's legal address is
   405 E 4th Ave.
   San Mateo, CA 94401

Agency's address is
90 Lawton Lane
Milton, PA 17847

3. The Contract shall commence on January 1, 2023 and end on December 31, 2025. Agency and Awarded Vendor may extend the term of the Contract as set forth in the PEPPM Terms and Conditions.

4. Awarded Vendor agrees to extend its bid prices according to all terms and conditions of the Contract Documents to all LEAs in Pennsylvania that are authorized to purchase the products included in the Awarded Vendor's bid.

5. To the extent that the Awarded Vendor agreed to extend its bid prices to LEAs in states other than Pennsylvania, and/or to other Eligible Entities in Pennsylvania or other states, then Awarded Vendor agrees to extend its bid prices according to all terms and conditions of the Contract Documents to all such other LEAs and Eligible Entities that are authorized to purchase the products included in the Awarded Vendor's bid as set forth in Awarded Vendor's bid.

6. Awarded Vendor agrees to remit the Transaction Fee to the eCommerce Consultant in accordance with the terms and conditions set forth in the Contract.

7. Unless the context otherwise requires, capitalized terms used but not otherwise defined in this Agreement shall have the respective meanings specified in the RFB or other Contract Documents.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused their hands and seals to be affixed.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow]

CSIU use only:	**CENTRAL SUSQUEHANNA INTERMEDIATE UNIT**
Amy Pfleegor	By John Kurelja
Witness	CSIU Executive Director
Print Names Above:	
Signature	Signature
Date: 11/17/2022	Date: 11/17/2022

[signatures continued on following page]

Vendor Name (if corporation)	Verkada, Inc.
Corporate Secretary (or designee)	By Caleb Augustin Corporate President (or designee)
Designee Title (If not Corporate Secretary)	Director, Channel Sales Designee Title (If not Corporate President)
Print Names Above:	
Signature	DocuSigned by: Caleb Augustin DEDA27FB4D8B497... Signature
(CORPORATE SEAL)	
Date:	Date: 9/13/2022

Vendor Name (if unincorporated)	
Witness	By Owner (or designee)
Title	Designee Title (If not Owner)
Print Names Above:	
Signature	Signature
Date:	Date:

INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

SOLD-TO PARTY 11115292

TOWN OF PEMBROKE PARK
PUBLIC SAFETY
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

SHIP-TO

TOWN OF PEMBROKE PARK
PUBLIC SAFETY
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

Quotation

Quotation Number : 0225973941
Document Date : 16-FEB-2023
PO Number :
PO release: :
Sales Rep : Ricardo Pryor
Email : RICARDO.PRYOR@INSIGHT.COM
Telephone : +14804096992

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery: : FOB ORIGIN
Currency : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with OMNIA Partners Public Sector (formerly U.S. Communities).
Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

Material	Material Description	Quantity	Unit Price	Extended Price
USW-24-POE	Ubiquiti UniFi Switch USW-24-POE - Switch - managed - 24 x 10/100/1000 (16 PoE+) + 2 x Gigabit SFP - desktop, rack-mountable - PoE++ (95 W) OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	2	428.36	856.72
BR1500G	APC Back-UPS Pro 1500 - UPS - AC 120 V - 865 Watt - 1500 VA - output connectors: 10 OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	3	315.15	945.45

Product Subtotal	1,802.17
TAX	0.00
Total	1,802.17

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ricardo Pryor
+14804096992
RICARDO.PRYOR@INSIGHT.COM
Fax 4807607266

OMNIA Partners (formerly U.S. Communities) IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the OMNIA Partners Technology Products, Services & Solutions Contract.

This competitively solicited contract is available to participating agencies of OMNIA Partners. OMNIA Partners assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
https://www.insight.com/terms-and-policies

Invoice

Atelecom, Inc.

Quote
Date: 3-7-2023

7378 West Atlantic Blvd., #352
Margate, Florida 33063 – 3942
Voice: (954) 495-4409 Fax: (954) 495-4427

FOR: ❑ Sales ❑ Repairs ❑Service ☒ Install ❑ Other: ________________

BILL TO:		**WORK SITE:**	
Attention/Name:	Mark Pakula	**Attention/Name:**	
Company Name:	Town of Pembroke Park	**Company Name:**	
Street Address:	3150 SW 52nd Ave	**Street Address:**	
City, ST Zip Code:	Hollywood, FL 33023	**City, ST Zip Code:**	
Phone #:	(954) 966-4600	**Phone #:**	
Fax #:		**Fax #:**	

DESCRIPTION	**QTY.**		**AMOUNT**
Behan Park			-
cat 6 Plenum cable runs	2		
including poles to mount cameras	2		
The Preserve Park			
Installing camera with exsiting cable on ligth polls	4		
cat 6 Plenum cable	3		
customer will provide bucket truck			
			-
12 - Month Warranty - Parts & Labor			-
			-
Additional Information: any Additional cable runs =			-
			-
		SUBTOTAL	$ **2,660.00**
		SALES TAX	7.00%
		TOTAL	$ **2,660.00**

PAYMENT TYPE:	❑ Sales ❑ Credit Card ❑ Net 30 ❑ Check ❑ Cash ❑ Other Specify:____________________

By signing below, the undersigned Customer acknowledges and agrees that the above services, repairs or purchases to be satisfactory. If Customer is a corporation, partnership or other entity, the undersigned hereby personally guarantees the payment of this invoice. Customer agrees that if Customer refuses to pay and/or has a returned check, Customer agrees to pay any fees required to collect payment. Atelecom, Inc. reports all delinquent accounts to the credit bureau. Customer understand and agrees, that if Customer's account becomes delinquent or if Customer refuses to pay, Atelecom will remove any equipment, cable and jacks that were either sold to or installed for said Customer. All checks are to be made payable to: ***Atelecom, Inc.*** *Customer will be charged a minimum of $25.00 for any check returned.*

I AGREE TO ALL THE TERMS AS STATED ABOVE.

Customer's Signature: ______________________________ Date: ______________

Technician's Name: ______________________________ Date: ______________

THANK YOU FOR YOUR BUSINESS!

Empire Computing and Consulting Inc
120 N Frederick Ave
Daytona Beach, FL 32114
386-253-6506 Fax: 386-253-6508

Quote #:	**18448**
Quote Date:	2/16/2023
Page:	1
Customer #:	845

Quoted To:
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Valid Through: 3/18/2023

Phone: 954-966-4600	Cust PO:	Terms:
Reference: ToPP PPPreserve	Ship Via: Ground	Salesperson: GLORIAB

Stock Code	Description	Quantity	Price	Extended
CH52-1TBE-HW	CH52 Outdoor Multi-sensor dome Camera, 1TB, 30 Days Max	1.00	2,699.25	2,699.25
ACC-POE-60W	Verkada 60w POE++ Power Injector	1.00	125.99	125.99
ACC-MNT-2	Arm Mount	1.00	71.20	71.20
ACC-MNT-8	Pendant Cap Mount	1.00	55.20	55.20
LIC-CH52-5Y	5-Year CH52 Multisensor Camera License	1.00	2,159.20	2,159.20
CB61-30TE-HW	B61-TE Outdoor Bullet Camera, 30 Days	1.00	1,519.20	1,519.20
LIC-5Y	5 Year Camera License	1.00	639.20	639.20
CD62-30E-HW	CD62-E Outdoor Dome Camera, 512GB, 30 Days Max	1.00	1,359.20	1,359.20
ACC-MNT-2	Arm Mount	1.00	71.20	71.20
ACC-MNT-8	Pendant Cap Mount	1.00	55.20	55.20
LIC-5Y	5 Year Camera License	1.00	639.20	639.20

PEPPM Contract 2023 Verkada (attached)

SubTotal:	9,394.04
Tax:	0.00
Shipping:	0.00
Total:	9,394.04

PEPPM Cooperative Purchasing (PEPPM) Addendum to the Reseller Partner Agreement

This PEPPM Cooperative Purchasing (PEPPM) Addendum ("**PEPPM Addendum**") to the Reseller Partner Agreement previously executed between the parties ("**Agreement**") is effective as of the date last signed below and supplements the terms of the Agreement. Capitalized terms used but not defined herein shall have the meaning as set forth in the Agreement and/or the PEPPM Terms and Conditions (as set forth below).

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

1. **PEPPM & Verkada Agreement**. Pursuant to the PEPPM 2023 Product Line Bid Awarded Vendor Agreement between Central Susquehanna Intermediate Unit, Milton, Pennsylvania and Verkada (533902-155) ("**PEPPM Verkada Agreement**"), for the period starting January 1, 2023 until December 31, 2025, Verkada, Inc became an awarded vendor for its product line and executed the Awarded Vendor Agreement.
2. **PEPPM Terms and Conditions**. Pursuant to the PEPPM Verkada Agreement, all sales of Verkada products to an Eligible Entity (as defined in the PEPPM Terms and Conditions), including by Partner are subject to the PEPPM Terms and Conditions (referred to in this PEPPM Addendum as "Exhibit A")
3. **Partner Obligations**.
   a. To sell to Eligible Entities under this PEPPM Addendum, Partner (also referred to as "**Authorized Reseller**" as defined in the PEPPM Terms and Conditions) must sign the PEPPM Program Reseller Account Profile Form (see Exhibit B) and agree to PEPPM Terms and Conditions attached in this PEPPM Addendum (see Exhibit A). By signing this PEPPM Addendum, below, Partner agrees to complete and sign the Profile Form and be bound by the PEPPM Terms and Conditions.

   b. Orders between Partner and an Eligible Entity will name the Eligible Entity, Partner, Verkada and list "As per PEPPM 533902-155"on all quotes and purchase orders.

   c. Partner will maintain all records with respect to Orders under this Addendum including all: quotes; invoices; pricing information; and payments.

   d. Subsequent to Partner closing a transaction with an Eligible Entity, Partner will deliver to Verkada a copy of Partner's purchase order (or other similar ordering document) and all supporting Records within 10 days of Verkada's written request (email sufficient).

   e. The PEPPM Agreement requires a 1.75% Transaction Fee, to the Agency for all purchases by Eligible Entities made through the PEPPM Verkada Agreement. The Transaction Fee shall be 1.75 percent of "Net Sales," which means gross sales of Products and ancillary services less returns and canceled orders within thirty (30) days, shipping, and other taxes (excluding taxes based on net income). This applies to all orders, regardless of the method used to submit the order, the quantity of Products or ancillary services, or the dollar amount of the order. As between the parties, Partner will cover the Transaction Fees. Partner will be responsible for remitting any such Transaction fees to PEPPM on a calendar quarterly basis for sales to Eligible Entities by Partner.

   f. Partner will not charge any Eligible Entity, as a separate line item or otherwise, a fee to cover a PEPPM Transaction Fee.

g. Partner shall comply with any laws, whether local, state, federal or otherwise, applicable to it in its provision of the products or ancillary services to be provided under the Contract, including Prevailing Wage Rates as outlined in Section VIII.17 PEPPM Terms and Conditions. It shall be the Partners's responsibility to determine the applicability and requirements of any such laws and abide by them.

4. **Pricing & Payments**.

   a. *PEPPM Pricing*. All pricing for Partner Opportunities and subsequent Orders under this PEPPM Addendum are determined by Verkada's standard price list set forth in the Partner Portal but will also be subject to the PEPPM minimum discount of 12% and Ancillary Service Rate available at https://www.peppm.org/contracts/item-search/?selected_facets=supplier_offer_id:783457.

   b. *Payment Terms*. Unless authorized by an Eligible Entity in writing, all payment terms for PEPPM Addendum Orders will be Net 30.

   c. *Termination & Pro-Rata Refund.* Notwithstanding the procurement standards of the Uniform Guidance or EDGAR, including the right of an Eligible Entity using federal funds in excess of $10,000 for purchase to terminate its agreement with Verkada for any reason, in such event Partner agrees that it will not be entitled to a refund of fees previously paid to Verkada that are allocated to the remaining license term at the time of such termination.

5. **Shipping**. Shipping charges for all Orders under this PEPPM Addendum will be billed to Partner in accordance with Section 5.1 of the Agreement. Pursuant to the PEPPM Terms and Conditions such charges may not be billed to the Eligible Entity.

6. **Other Terms Unaffected**. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

Partner: ______________________	**Verkada Inc.**
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

PEPPM COOPERATIVE PURCHASING

CENTRAL SUSQUEHANNA INTERMEDIATE UNIT

Request for Bids

PEPPM 2023 Product Line Bid – Pennsylvania

Electronic Bid # 533902

Bid Due Date: Tuesday, September 20, 2022, 3:00 p.m. Eastern Time

PEPPM, a national cooperative purchasing program administered by the Central Susquehanna Intermediate Unit, seeks sealed, competitive bids for technology products, including equipment, software, services, supplies, and other items.

I Introduction and Overview

I.1 Bid Title

PEPPM 2023 Product Line Bid – Pennsylvania

I.2 Electronic Bid Number

The applicable electronic bid form is numbered 533902.

I.3 Organization of Terms and Conditions

I.4 Bid Scope

This is a Request for Bids (RFB) for lines of branded technology products and services. Such branded lines of technology products and services are referred to herein, each as a "Product" and collectively, as "Products." Products include, but are not limited to, computers, tablets, networking and telecommunications equipment, cloud services, printers, peripherals, cameras, software, televisions, storage products, student management systems, audio-visual equipment, furniture, copiers, multifunction copy/print devices, and other electronics, services, items, goods, equipment, and supplies, whether tangible or intangible, for which bids are requested.

I.5 Bidding Agency

Central Susquehanna Intermediate Unit (CSIU), #16
90 Lawton Lane
Milton, Pennsylvania
17847 Phone: (570) 523-1155
Fax: (570) 522-0577

I.6 The Cooperative

PEPPM has a proven record of serving school districts and other public agencies across all the United States with cooperative purchasing Contracts competitively bid under the high standards expected for public-sector procurement. The PEPPM cooperative purchasing program helps schools and other public agencies drive down the cost of acquisition and derive the best value for their technology investments.

I.7 Bid Due Date

All bids must be received electronically by 3:00 p.m. Eastern Time, Tuesday, September 20, 2022 (the "Bid Due Date").

The Agency may extend the Bid Due Date and time at any time in advance of the Bid Due Date by issuing an addendum to this Request for Bids.

I.8 Bid Opening

Bids will be opened and publicly read at 3:00 p.m. Eastern Time, Tuesday, September 20, 2022 (the "Bid Opening Date"), at CSIU offices, 90 Lawton Lane, Milton, Pennsylvania, 17847; however, in the event of an emergency, or, in the Agency's discretion, in the interest of public health and safety, and as permitted by applicable law, the Agency may instead broadcast the opening of bids via teleconference or video conference.

I.9 Prebid Meetings

A prebid meeting will be held for this RFB on Wednesday, August 10, 2022, at 10:30 a.m. Eastern Time by way of a Zoom online conference. Register at www.PEPPM.org/bids to get login credentials.

I.10 Other Important Dates

- Requests for Equivalents Due Date August 12, 2022

- Response for Equivalents Amendment August 22, 2022
- Consideration of Exceptions Due Date August 12, 2022
- Response to Exceptions Amendment August 22, 2022
- Submission of Questions Due Date September 13, 2022
- Tentative Board Award Date October 19, 2022

- Tentative Agency Contract Signing October 20, 2022
- Contract Start Date January 1, 2023

I.11 Advertising and Legal Notice of the Request for Bids

The Agency's minimum legal advertising requirements are met with legal notices in two newspapers of general circulation in the area where the Agency is located, such as, the Harrisburg *Patriot News*, the Sunbury *Daily Item*, and the Milton *Standard Journal*. To encourage wider Bidder participation, the Agency also advertises this RFB in other national and regional newspapers across the United States. The Agency's E-rate notification requirements are also met by posting the E-rate FCC Form 470 including this RFB and any addenda that may be issued.

I.12 Contract Term

The initial term of the awarded Contracts shall begin on January 1, 2023, and continue until December 31, 2025, unless terminated, canceled, or extended.

II Bid Document Definitions and Interpretations [Return to Top]

II.1 Captions

The captions appearing at the beginning of each Section or subsection of the Contract Documents are for reference and convenience only and shall be disregarded whenever an interpretation of the Contract Documents is required.

II.2 Capitalized Terms

Unless the context otherwise requires, capitalized terms used but not otherwise defined in the Contract Documents shall have the respective meanings specified in these Terms and Conditions.

II.3 Use of Pronouns

For the Contract Documents, one gender shall include any other gender, and the singular shall include the plural, and all rights granted and received shall be joint and several, as the case may be.

II.4 Provisions Required by Law

Each provision of law and any clause required by any federal, state, or local law to be in the Contract or Purchase Order will be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party the Contract or Purchase Order will immediately be physically amended to make such insertion or correction.

II.5 Christian Doctrine

Any clause required by rule or regulation not included in this Request for Bids, the Contract or Purchase Order will be read as if in this Request for Bids, the Contract, or Purchase Order, as applicable, whether or not physically included.

II.6 Non-Exclusive Contract

Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the Agency and Eligible Entities. Agency and Eligible Entities reserve the right to obtain equal or similar Products from another source.

II.7 Definition of "Agency"

"Agency" shall mean the Central Susquehanna Intermediate Unit (CSIU).

II.8 Definition of "Agreement"

"Agreement" shall mean the Awarded Vendor Agreement between Agency and the Awarded Vendor.

II.9 Definition of "Authorized Reseller"

The term "Authorized Reseller" shall mean a firm, company, individual, business, partnership, or joint venture, such as dealers, distributors, value-added resellers, etc. that have been designated by the Awarded Vendor to help fulfill the Contract for one or more specific PEPPM awards held by the Awarded Vendor. Authorized Reseller responsibilities may include, but are not limited to, marketing activities, providing ancillary services, sales, receipt of orders, fulfillment of orders, invoicing, receipt of payment and paying PEPPM Transaction Fees as determined by the Awarded Vendor.

II.10 Definition of "Awarded Vendor"

"Awarded Vendor" is the Bidder declared by the Agency to be the lowest, responsive, responsible Bidder to whom the Agency's Board of Directors has awarded a Contract.

II.11 Definition of "Bidder"

"Bidder" is any firm, company, individual, business, partnership, joint venture, or other entity which has completed and submitted a response to this Request for Bids.

II.12 Definition of "Clarification"

"Clarification" means communication with a Bidder for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Bidder's bid. It is achieved by explanation or substantiation, either in response to an inquiry by the Agency or as initiated by the Bidder. Clarification does not allow the Bidder to revise or modify its bid, except if correction of the minor irregularity, informality, or apparent clerical mistakes results in a revision.

II.13 Definitions of "Contract Documents," "Contract," and "Purchase Order"

<u>Contract Documents Between Agency and Awarded Vendor</u>. As between the Agency and Awarded Vendor, the "Contract Documents" consist of this Request for Bids, its Terms and Conditions, any applicable state-specific terms and conditions, all information incorporated into the electronic bid form by Agency or Bidder, the Bidder's responses to Questions, the Bidder's PEPPM Bid Quote Sheet, the Bidder's pricing spreadsheet, the

Bidder's PEPPM State Selection Form, the Bidder's Ancillary Services Form, the Agreement, all other attachments and exhibits to the Request for Bids, all addenda to the Request for Bids issued before the Bid Opening Date, and all subsequent written amendments to the Agreement (*e.g.,* adding state-specific terms and conditions). The Contract Documents form the "Contract" between Agency and the Awarded Vendor during the Contract term and any authorized extensions.

Contract Documents Between Awarded Vendor and Eligible Entity. As between an Eligible Entity and an Awarded Vendor, the "Contract Documents" shall include, in addition to the Contract Documents listed above between Agency and Awarded Vendor, the Purchase Order or any PEPPM Mini-Bid Contract issued by the Eligible Entity (including any order-level terms specific to options selected by the Eligible Entity, but excluding any pre-printed terms and conditions on such Purchase Order in conflict with the Contract Documents), the Awarded Vendor's performance, payment and maintenance bonds (if applicable), lease financing documents (if applicable), maintenance service agreement (if applicable), end-user license agreements (if applicable), third party service order forms (if applicable), service level agreements (if applicable), the Prevailing Wage rate determination (if applicable), and any state-specific terms and conditions that are part of the Contract Documents, and all subsequent written amendments to the Purchase Order or PEPPM Mini-Bid Contract, and shall form the "Contract" between the LEA and Awarded Vendor, which Contract is referred to in these Terms and Conditions as the "Purchase Order." "Purchase Order" may also include a mutually agreeable Statement of Work executed between the Eligible Entity and an Awarded Vendor.

II.14 Definition of "Cooperative Procurement Code"

The term "Cooperative Procurement Code" shall have the meaning outlined in Section III.2 of these Terms and Conditions.

II.15 Definition of "Effective Date"

The "Effective Date" of a Purchase Order is the date on which the Awarded Vendor receives a Purchase Order executed by the Eligible Entity and has all approvals required by the Eligible Entity. For the avoidance of doubt, the Effective Date of a Purchase Order for purchases under the E-rate Program is the date on which the Awarded Vendor receives a PEPPM Mini-Bid Contract executed by the Eligible Entity and has all approvals required by the Eligible Entity.

II.16 Definition of "Eligible Entity"

"Eligible Entity" means an LEA or other Eligible Organizations that qualify to be buyers. Several Sections provide a detailed description of "Eligible Entities" starting here. Notwithstanding the foregoing, "Eligible Entity" means any "public procurement unit" or "external procurement activity" as those terms are defined in the Cooperative Procurement Code.

II.17 Definition of "eCommerce Consultant"

The "eCommerce Consultant" is a private purchasing services company engaged by Agency to help facilitate the bid process and provide a multitude of services including bid document development, consulting, eCommerce, marketing, order management, and accounting services. The eCommerce Consultant may change during the Contract.

II.18 Definition of “eCommerce Merchant Agreement”

The term "eCommerce Merchant Agreement" is the document attached to the electronic bid form governing the eCommerce Consultant's services and software integral to the PEPPM program.

II.19 Definition of “Epylon”

“Epylon” shall mean Epylon Corporation, the current eCommerce Consultant with an address of 630 San Ramon Valley Boulevard, Suite 210, Danville, California, 94526.

II.20 Definition of “LEA”

The term “Local Educational Agency” or “LEA” is defined elsewhere in the Terms and Conditions.

II.21 Definition of “Non-Responsive”

Any bid that does not reasonably and substantially conform to the mandatory or essential terms, conditions or specified requirements for this solicitation shall be considered non-responsive. Bids determined to be non-responsive will not be considered for an award.

II.22 Definition of “PEPPM”

PEPPM (pronounced *PEP-um*) is a national cooperative purchasing program specializing in technologyrelated Products administered by the Agency.

II.23 Definition of “Product” or “Products”

The terms “Product” and “Products,” means any items, goods, supplies, equipment, or ancillary services thereto.

II.24 Definition of “Responsible Bidder”

A responsible Bidder is a vendor that has submitted a responsive bid and one that possesses the capability and qualifications to perform the Contract requirements fully, plus the financial strength, integrity, and reliability to assure good-faith performance. Agency must determine a Bidder to be responsible before awarding a Contract to Bidder.

II.25 Definition of “Responsive Bid”

A responsive bid is a bid, which reasonably and substantially conforms to the mandatory or essential terms, conditions, and specified requirements for this solicitation. Bids must be responsive to receive award consideration.

II.26 Definition of “Punchout”

The term “Punchout” is a website technology term for the functionality that allows one website to pass credentials to another site, enabling a user to access uniquely scoped or protected content and interactive functions.

II.27 Definition of “Transaction Fee”

"Transaction Fee" is that fee paid, in USD, by an Awarded Vendor to the Agency on the net dollar amount of invoiced Products and ancillary services sold under a PEPPM Contract. “Transaction Fee” is more fully defined elsewhere in the Terms and Conditions.

II.28 Definition of “Sales Reconciliation Report”

"Sales Reconciliation Report" is that report submitted twice yearly by Awarded Vendors and Awarded Resellers to the Agency on the official PEPPM template provided.

III Legal Authority and Eligible Buying Agencies [Return to Top]

III.1 Agency History

The Agency is a political subdivision of the Commonwealth of Pennsylvania created as an educational services agency. The Agency is an intermediate unit established by and existing under Article IX-A of the Pennsylvania Public School Code of 1949, as amended, 24 P.S. §§ 9-901-A et. seq. Its principal place of business is in the Borough of Milton, Northumberland County, Pennsylvania, and has a mailing address of 90 Lawton Lane, Milton, PA 17847. The Pennsylvania Legislature created intermediate units under Act 102 of 1970, Section 901-A of the Pennsylvania Public School Code of 1949, to provide services to public school districts. There are 29 intermediate units, each serving an assigned number of local school districts. Intermediate units began operation on July 1, 1971.

Intermediate units are governed by boards of directors whose membership comes from representatives from their local school districts' boards of directors. Act 102 provides that intermediate unit services include curriculum development and instructional improvement, research and planning, instructional materials, continuing professional education, pupil personnel, management services, and state and federal agency liaison, and contracting for specialized services, and consolidating and letting combined bids for bulk purchases. However, intermediate units are not restricted from providing additional services requested by their local school districts.

Intermediate Units provide quality education services and save taxpayers money by delivering cooperative services that cost each local school district less than had they been produced independently. Intermediate units, unlike public school districts, are not empowered to levy taxes. Revenue comes from a variety of sources; state general operating and capital subsidies, state and federal grants, and fees for services provided to other local education agencies, local governments, and individuals.

III.2 Authority for Bidding and Contracting

The PEPPM cooperative purchasing program was originally established in 1982. It is a national cooperative purchasing program administered by the Agency.

The Agency primarily solicits bids for Pennsylvania LEAs under Pennsylvania statutes and the authority of the Agency's agreement with the Pennsylvania Department of Education and electronic Letters of Agency provided by each Eligible Entity before release of this RFB.

The PEPPM cooperative purchasing program is operated by Agency under Chapter 19, Intergovernmental Relations, of the Pennsylvania Commonwealth Procurement Code, 62 Pa. C.S. §§ 1901 et. seq., as the same may be amended from time to time (the "Cooperative Procurement Code") and other laws of the Commonwealth of Pennsylvania. The program is operated for those local school districts assigned to the Agency, and other organizations eligible to participate under applicable law, whether such organizations reside inside or outside of the Commonwealth of Pennsylvania.

Organizations eligible to participate under the Cooperative Procurement Code include state purchasing agencies, agencies of the United States, political subdivisions, public authorities, tax-exempt nonprofit educational institutions or organizations, tax-exempt nonprofit public health institutions or organizations, tax-exempt nonprofit fire companies, tax-exempt nonprofit rescue companies, taxexempt nonprofit ambulance companies, and to the extent provided by law, any other entity, including a council of governments or an area government, that expends public funds for the procurement of supplies, services, and construction.

The Agency intends that the Contracts awarded under this Request for Bids be made available for use by LEAs and other Eligible Organizations in all 50 U.S. states, Washington D.C., and Puerto Rico, to the fullest extent permitted by law, as the same may be amended from time to time.

III.3 Local Educational Agencies (LEAs)

"Local Educational Agencies (LEAs)" means the following tax-exempt, nonprofit institutions and organizations (each an "LEA" and collectively "LEAs"):

- Public school districts
- Area Vocational Technical Schools (AVTS units)
- Intermediate units
- BOCES
- State-approved private schools
- Public libraries
- Nonpublic schools
- State-approved charter schools
- Community colleges
- Other organizations defined as "LEAs" under applicable law.

At a minimum, an Awarded Vendor must serve LEAs in Pennsylvania. At its option as designated on its State Selection Form, an Awarded Vendor may choose to serve LEAs in other states.

III.4 Other Eligible Organizations

"Eligible Organizations" means the following institutions and organizations whether residing inside or outside of the Commonwealth of Pennsylvania, *subject to the Awarded Vendor's approval*:

- Tax-exempt, nonprofit colleges, and universities, other than community colleges which fall within the definition of LEAs
- Other tax-exempt, nonprofit educational institutions or organizations which do not fall within the definition of LEAs
- County governments, local municipalities, county/municipal/public authorities, and special districts

- State agencies
- Other political subdivisions
- Other tax-exempt, nonprofit public health institutions or organizations
- Other tax-exempt, nonprofit fire companies, rescue companies, or ambulance companies
- Other entities, including a council of governments or an area government, which expends public funds for the procurement of supplies, services, or construction
- Other organizations, institutions or entities permitted under applicable law to avail themselves of Agency Contracts

III.5 Eligible Entities

The LEAs and other Eligible Organizations are sometimes collectively referred to in this Request for

Bids as, each an "Eligible Entity" and collectively the "Eligible Entities." Unless approved by the Awarded Vendor, Eligible Entities do not include U.S. federal governmental entities.

III.6 Extending Contract Awards to Other States

Although this Request for Bids is tailored for all LEAs in Pennsylvania, the Agency intends to allow for "piggybacking" on Agency Contracts by Eligible Entities residing inside or outside of the Commonwealth of Pennsylvania that wish to participate.

In addition to Pennsylvania LEAs, the Agency will make its Contracts available to other Eligible Entities residing inside or outside of the Commonwealth of Pennsylvania if they meet the following conditions:

- The Agency Contract meets the Eligible Entity's bidding requirements and is judged to be a good value
- The Awarded Vendor will extend its PEPPM bid prices and Contract terms to the Eligible Entity
- The order is processed according to PEPPM ordering procedures

III.7 Extending Contract Award to LEAs in States Other Than Pennsylvania

Bidders must define their intention whether to sell to LEAs in states in addition to Pennsylvania, and whether to sell to other Eligible Organizations in Pennsylvania and other states by following PEPPM's bid submission instructions and submission of a State Selection Form. Awarded Vendors may amend their intentions from time to time during the term of their Contract by mutual agreement with the Agency.

III.8 Intergovernmental Agreement

By purchasing Products under a PEPPM Contract or entering into a Purchase Order with an Awarded Vendor under a PEPPM Contract, the Eligible Entity attests, affirms, acknowledges and agrees that:

- It is an organization eligible to participate in the PEPPM Contract under the Cooperative Procurement Code

- It is bound by the Terms and Conditions of the PEPPM Contract applicable to the Eligible Entity including, without limitation, these Terms and Conditions, state-specific terms and conditions, and applicable law
- Under no circumstances shall any other Eligible Entity or the Agency be responsible for payments because of said Eligible Entity's purchases, it being the intent that any such purchases shall constitute the separate agreement of Eligible Entity with the particular Awarded Vendor
- Agency may disclose non-specific aggregate Eligible Entity information (such as the geographic spread of participants and number and types of participants) to third parties

The Agency and Eligible Entity intend that Eligible Entity's purchase of Products under a PEPPM Contract or entry into a Purchase Order with an Awarded Vendor, bound by these Terms and Conditions, constitutes the necessary intergovernmental agreement between the Eligible Entity and Agency to satisfy the Cooperative Procurement Code requirements and any requirements for an interlocal agreement under the applicable procurement code of the Eligible Entity's state. No additional agreement is required. If, however, the Eligible Entity requests that the Agency execute a separate interlocal agreement, Agency will do so, provided such interlocal agreement is in form and substance acceptable to Agency.

III.9 Compliance with Laws and Specific Terms and Conditions

Awarded Vendor shall comply with any laws, whether local, state, federal or otherwise, applicable to it in its provision of the Products or ancillary services to be provided under the Contract. It shall be the Awarded Vendor's responsibility to determine the applicability and requirements of any such laws and abide by them.

Eligible Entities in states outside of Pennsylvania may have further requirements or conditions listed with this bid that clarifies the ability of LEAs or other Eligible Entities to piggyback other state or cooperative procurement contracts like PEPPM's. State-specific terms and conditions may be listed in an addendum to this Request for Bids and pertain only to the individual states listed. The inclusion or absence of any state-specific terms and conditions should not be construed as tacit approval by the state for purchases through the PEPPM cooperative purchasing program. Adherence to the statespecific terms and conditions listed only applies if a Bidder has agreed to extend its PEPPM Contract to LEAs (and other Eligible Entities, if applicable) in that specific state. Only Contracts held by Awarded Vendors willing to adhere to these additional state-specific terms and conditions will be listed as available in that state.

Other state-specific terms and conditions may be determined after the bid is awarded and added to the Contract via an amendment to the Awarded Vendor Agreement agreed upon by the Awarded Vendor and Agency, or added to an LEA's or other Eligible Entity's Purchase Order via an amendment agreed upon by the Awarded Vendor and LEA. The Awarded Vendor's agreement to either of the foregoing amendments shall not be unreasonably withheld, conditioned, or delayed.

III.10 eCommerce Merchant Agreement

Awarded Vendors and Authorized Resellers will be bound to the eCommerce Merchant Agreement, which is attached to the electronic bid form. If the eCommerce Consultant is changed during the Contract, Awarded Vendors and Authorized Resellers must execute a new eCommerce Merchant Agreement with the new eCommerce Consultant in accordance with the process set forth elsewhere in these Terms and Conditions.

III.11 Agency's Interest in a Contract Resulting from This RFB

NOTWITHSTANDING ITS OWN CONSUMPTION, TO THE EXTENT AGENCY ISSUES THIS REQUEST FOR BIDS AND ANY RESULTING CONTRACTS FOR THE USE OF ELIGIBLE ENTITIES, AGENCY'S INTERESTS AND LIABILITY FOR SAID USE OF THE CONTRACTS BY ELIGIBLE ENTITIES SHALL BE LIMITED TO THE COMPETITIVE BIDDING PROCESS PERFORMED RELATING TO SAID CONTRACT AND SHALL NOT EXTEND TO THE PRODUCTS, ANCILLARY SERVICES, OR WARRANTIES OF THE AWARDED VENDOR OR THE INTENDED OR UNINTENDED EFFECTS OF THE PRODUCTS AND ANCILLARY SERVICES PROCURED FROM IT.

IN NO EVENT SHALL AGENCY BE LIABLE TO ANY AWARDED VENDOR OR ELIGIBLE ENTITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, RELIANCE, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. ANY LIABILITY OF AGENCY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, AND IN NO EVENT SHALL THE AGENCY BE LIABLE FOR DAMAGES IN EXCESS OF THE TRANSACTION FEE IT RECEIVES ON THE APPLICABLE TRANSACTION. ELIGIBLE ENTITIES AND AWARDED VENDORS ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE PEPPM PROGRAM AND RESULTING AGREEMENTS AND THE AGENCY WOULD NOT PROVIDE THE PEPPM PROGRAM OR ENTER INTO THE AGREEMENTS ABSENT SUCH LIMITATIONS.

III.12 New Laws; Change to Existing Laws

If a new law, rule, or regulation comes into effect; or there is a change in any existing law, rule or regulation; or there is a change in the interpretation of any applicable law, rule or regulation by any court of law or regulatory body; and such event makes performance by Agency or an Eligible Entity under the Contract or a Purchase Order illegal, impracticable or impossible, the Agency or such Eligible Entity may at its option suspend performance under, or terminate, the Contract or such Purchase Order without further obligation to the Awarded Vendor or Authorized Reseller other than to pay any amounts owed through the date of suspension or termination for Products ordered and received, if any.

IV PEPPM Fees [Return to Top]

IV.1 PEPPM Bid Evaluation Fee

The Agency requires a non-refundable payment in the amount of $100 USD from each Bidder for each Product Line it bids to partially cover the cost of receiving and evaluating bids.

IV.2 PEPPM Bid Award Fee

Following the award of bids by the Agency's Board of Directors, the Agency will charge a successful Bidder who becomes an Awarded Vendor $300 USD as a bid award fee for each Product Line category awarded.

IV.3 Payment of Bid Evaluation and Bid Award Fees

Bid evaluation and bid award fees will be collected online by credit card or by electronic debiting of a checking account. A Bidder may use a credit card, corporate debit card, or checking account information for an Automated Clearinghouse (ACH) transfer of funds, with payment being made in United State Dollars. No paper checks or cryptocurrency will be accepted. Bid evaluation fees will be collected at the time of bid opening. The Agency will collect bid award fees after board approval of Contract awards. The Bidders must provide payment information at the time of bid submission, or else their bids may be deemed non-responsive.

IV.4 Transaction Fees

Awarded Vendors shall be required to pay a Transaction Fee, in USD, to the Agency for all purchases by Eligible Entities made through the awarded Contracts. The Transaction Fee shall be 1.75 percent of "Net Sales," which means gross sales of Products and ancillary services less returns and canceled orders within thirty (30) days, shipping, and other taxes (excluding taxes based on net income). This applies to all orders, regardless of the method used to submit the order, the quantity of Products or ancillary services, or the dollar amount of the order.

The eCommerce Consultant will collect the Transaction Fee on behalf of Agency.

The Transaction Fee described here is the same as the agreed-upon eCommerce Consultant Marketing Fee contemplated by Section 7 of the Epylon eCommerce Merchant Agreement. The Agency

Transaction Fee replaces and supersedes any requirement for higher fees in the eCommerce Merchant Agreement.

Authorized Resellers will be responsible for paying the Transaction Fee for Authorized Resellers' transactions unless the Awarded Vendor notifies the eCommerce Consultant of its intent to pay the Transaction Fee on behalf of their Authorized Resellers. Awarded Vendors shall remain responsible for paying the Transaction Fee on behalf of its Authorized Resellers if the Authorized Reseller fails to remit the Transaction Fee. By way of clarification, the immediately preceding sentence does not apply to an Awarded Vendor's Authorized Reseller where such Authorized Reseller is itself an Awarded Vendor for a different Product Line, and is selling to the Eligible Entity in its capacity as an Awarded Vendor for such different Product Line.

Transaction Fees publicly disclosed here will not be charged to or paid by the Eligible Entities themselves but are an Awarded Vendor's cost of doing business. Awarded Vendor or its Authorized Resellers shall not include any additional itemized amount corresponding to the Transaction Fees in the bid responses, awarded Contract prices, or any other quote including E-rate mini-bids to Eligible Entities.

Failure to pay Transaction Fees within thirty (30) days of an order may result in suspension or termination of the Awarded Vendor's Contract whether sales were processed directly by the Awarded Vendor or its Authorized Resellers. The Awarded Vendor shall reimburse the Agency for any costs and expenses (including, without limitation, attorney's fees) arising out of any claims or actions taken on behalf of the Agency to collect any unpaid Transaction Fees.

IV.5 Fees Related to CMAS Conversions

Any vendor using this Contract to obtain a separate California Multiple Awards Schedule (CMAS) contract from the State of California is responsible for paying both the CMAS fee and the 1.75 percent Transaction Fee described in this section for all orders submitted through the CMAS program. Any vendor using this Contract to obtain a separate CMAS contract must provide a quarterly report to PEPPM detailing the dollar amount of its sales under the CMAS contract. Based on the report, the CMAS contractor will be billed the PEPPM Transaction Fee. Public records from CMAS may be used to verify amounts listed in the contractor's report.

IV.6 Fees Related to Subscriptions, Ongoing Contracts, Services, and Maintenance

In many instances, an Eligible Entity issuing Purchase Order under a PEPPM Contract may consent to a related ongoing service, a maintenance plan, data storage, subscription, renewal, change order, voice plan, upgrade, or similar conveyance. In practice these purchases may be covered by a blanket Purchase Order and billed in installments. Sometimes they are covered by agreements that cross fiscal years.

These ongoing serial procurements, change orders, and subscriptions are subject to bid protection when the Eligible Agency establishes an original nexus to the PEPPM Contract. As such, these purchases are also subject to the Transaction Fee described in Section IV.4.

IV.7 Cost of Bid Preparation

The Agency will not reimburse Bidders for the cost of developing, presenting, or responding to this Request for Bids.

V Bidder Qualifications [Return to Top]

V.1 Declaration of Non-Collusion

Assuring that prices are arrived at independently and without collusion is so crucial that this RFB requires the Bidder to affirmatively and truthfully answer "Yes" to the non-collusion question in the Question Section. Otherwise, the bid may not be submitted to Agency.

By submitting a bid, the person named on the electronic bid form declares that he or she has authority to offer the prices bid and agrees that:

- The price(s) and amount of the bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, Bidder, or potential Bidder
- Neither the prices nor the amount of the bid, and neither the approximate prices nor the approximate amount of the bid have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of a complementary bid
- The bid of Bidder is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid
- Neither Bidder nor its affiliates, subsidiaries, officers, directors, or employees are under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion regarding bidding on any public contract except as set forth in a separate attachment to your bid; and
- The representations above are material and important. They will be relied on by the Agency in awarding the Contract(s) for which this bid is submitted. Any misstatement is and shall be

  treated as fraudulent concealment from the Agency of the true facts relating to the submission of bids for this Contract

V.2 Suspension or Debarment

By submitting a bid, the Bidder certifies for itself and all its Authorized Resellers that, within the past five years, they have not been under suspension, debarment or otherwise lawfully precluded from participating in any public-sector procurement activity.

At any time after Bidder's submission and during the term of any Contracts or Purchase Orders, Agency and Eligible Entities may inquire whether any Bidder, Awarded Vendor or Authorized Reseller has been suspended or debarred or is otherwise lawfully precluded from participating in any public-sector procurement activity.

V.3 Overdue Tax Liabilities and Other Delinquent Obligations

The Bidder certifies by submission of its bid that it does not know of any overdue tax liabilities of Bidder or its intended Authorized Resellers or other delinquent obligations owed to Agency, including, but not limited to, unpaid Transaction Fees or other fees from previous contracts.

V.4 Notice of Any Changes

An Awarded Vendor must inform the Agency if it changes its address or become delinquent in taxes. Also, the Awarded Vendor must tell the Agency if another government agency suspends one of its Contracts or if another government agency debars it. All notices must be in writing and received by the Agency within fifteen (15) days of the change, delinquency, suspension, or debarment.

V.5 Americans With Disabilities Act

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 CFR § 35.101 et seq., the Awarded Vendor agrees that it shall not cause any individual with a disability to be excluded from participation in the Contract or Purchase Order or from activities provided for under the Contract or Purchase Order on the basis of the disability. As a condition of accepting any Contract or Purchase Order, the Awarded Vendor agrees to comply with the "General Prohibitions Against Discrimination," 28 CFR § 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities relevant to the Contract or Purchase Order.

V.6 Covenant Against Contingent Fees

The Awarded Vendor warrants that, no person or selling agency has been employed or retained to solicit or secure the Contract or Purchase Order upon an agreement or understanding for a

commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide Authorized Resellers maintained by the Awarded Vendor for the purpose of securing business. For breach or violation of this warranty, the Agency or Eligible Entity, as applicable, shall have the right to terminate the Contract or Purchase Order without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the amount of such commission, percentage, brokerage, or contingent fee.

V.7 Sole Source of Responsibility

Agency desires a "Sole Source of Responsibility" vendor, meaning the Awarded Vendor will take sole responsibility for the sale and delivery of the broadest scope of Products across the largest possible geographic area, and to the largest possible cross-section of Eligible Entities.

Having status as the "Sole Source of Responsibility," an Awarded Vendor may establish relationships with Authorized Resellers to execute its contractual duties. The Awarded Vendor assumes all responsibility for the Products and ancillary services provided by its Authorized Reseller, the actions of its Authorized Reseller, and Transaction Fees of any Authorized Reseller. By way of clarification, the immediately preceding sentence does not apply to an Awarded Vendor's Authorized Reseller where such Authorized Reseller is itself an Awarded Vendor for a different Product Line, and is selling to the Eligible Entity as an Awarded Vendor for such different Product Line.

V.8 Authorization for Resellers

Vendors who are awarded a Contract for a specific Product Line may establish Authorized Resellers to offer and sell Products to Eligible Entities. Awarded Vendors must ensure that their Authorized Resellers sell any contracted Product and any ancillary services at or below bid pricing. They must also ensure that their resellers obey all Terms and Conditions of the Contract and corresponding Purchase Order and pay all Transaction Fees unless the Awarded Vendor has agreed to pay the Transaction Fees on the Authorized Reseller's behalf.

If an Authorized Reseller does not pay its Transaction Fees, the Awarded Vendor becomes responsible for the payment of the Transaction Fees. The Awarded Vendor is responsible for maintaining the Ordering Instructions, which include the list of Authorized Resellers. Additional Authorized Resellers may be added after bid award subject to prior approval of the Agency.

Agency reserves the right to reject an Awarded Vendor's proposed Authorized Reseller based on such Authorized Reseller's unsatisfactory performance or behavior under past PEPPM contracts, including, without limitation, unsatisfactory performance, or behavior of an Authorized Reseller in connection with the PEPPM Mini-Bid process under past PEPPM contracts. Agency further reserves the right to require an Awarded Vendor to remove an Authorized Reseller from the Contract in its entirety, or from participating in the PEPPM Mini-Bid process, due to such Authorized Reseller's unsatisfactory performance or behavior under the PEPPM Contract, including, without limitation, unsatisfactory performance, or behavior of an Authorized Reseller in connection with any applicable PEPPM Mini-Bid process.

V.9 Bidder Profiling

By answering the questions in the Question Section, Bidders must give satisfactory evidence they:

- Maintain permanent places of business
- Have a legal source of supply to furnish the Products offered
- Will provide customer sales support and service to all LEAs and applicable Eligible Organizations
- Have relationships with LEAs for verification of customer satisfaction
- Can demonstrate an active sales network
- Will serve all selected LEAs and applicable Eligible Organizations

V.10 Historically Underutilized Businesses (HUBs)

To identify businesses owned by minorities, women or disabled veterans, the Agency requests any minority-owned, women-owned, or disabled-veteran-owned business to identify their status as such so that it can be made known to interested Eligible Entities. A HUB may identify itself in its answer to a HUB question in the Question Section.

V.11 Insurance

The Awarded Vendor must purchase and maintain insurance for the protection of claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Awarded Vendor's employees for claims of damages due to injury or destruction of tangible property, including loss of use resulting therefrom, and from claims arising out of the performance of the Contract or Purchase Order or caused by negligent acts for which the Awarded Vendor is legally liable. The Awarded Vendor must maintain throughout the term of the Contract and throughout the term of any outstanding Purchase Orders with an Eligible Entity at least $1,000,000 per occurrence commercial general liability insurance (basic and umbrella coverage) covering the services and work contemplated by the Contract and Purchase Order.

The Awarded Vendor must purchase and maintain throughout the term of the Contract and throughout the term of any outstanding Purchase Orders with an Eligible Entity automobile and truck liability coverage with a minimum combined single limit liability of $300,000.

If requested by the Agency or an Eligible Entity, the Awarded Vendor must provide a certificate of insurance evidencing all required coverage with a provision that notice of cancellation shall be provided in accordance with policy provisions. All required insurance must be written on an occurrence basis and maintained with a carrier authorized to conduct business in the Commonwealth of Pennsylvania or the state in which the Eligible Entity resides, having a minimum “excellent” rating of A.M. Best A-. The Agency and Eligible Entity shall be included as additional insureds as respects insurable liabilities assumed by Awarded Vendor under this Agreement on the Commercial General Liability policy of insurance required to be carried by Awarded Vendor under the Contract or Purchase Order.

The Awarded Vendor is required throughout the term of the Contract and through the term of any outstanding Purchase Orders to comply with the Pennsylvania Workers' Compensation Act, and any such worker compensation acts from other states in which the Eligible Entity resides, and any supplements or amendments thereto, which may have been or may hereafter be passed.

V.12 Definitions Related to Vendor Integrity

For purposes of the Sections numbered Sections V.12 through V.23 only, the following definitions shall apply:

- “Confidential information” means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Agency or Eligible Entity
- “Consent” means written permission signed by a duly authorized officer or employee of the Agency or Eligible Entity, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Agency or Eligible Entity shall be deemed to have consented by virtue of execution of the Contract or Purchase Order, as applicable
- “Vendor” means Awarded Vendor or Authorized Reseller who may be an individual or entity that has entered into the Contract or a Purchase Order with an Eligible Entity,

including directors, officers, partners, managers, key employees and owners of more than a five percent interest

- “Financial interest” means: a) ownership of more than a five percent interest in any business; or b) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management

- “Gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind

V.13 Highest Standards of Integrity

The vendor shall maintain the highest standards of integrity in the performance of the Contract and Purchase Order and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Agency or any Eligible Entity.

V.14 Confidential Information

The vendor shall not disclose to others any confidential information gained by virtue of the Contract or Purchase Order.

V.15 Pecuniary Benefit

The vendor shall not, in connection with the Contract or any other agreement with the Agency or the Purchase Order or any other agreement with any Eligible Entity directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Agency or any Eligible Entity.

V.16 Giving Gratuities

The vendor shall not, in connection with the Contract, Purchase Order or any other agreement with the

Agency or Eligible Entity, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Agency or Eligible Entity.

V.17 Accepting Gratuities

Except with the consent of the Agency or Eligible Entity, neither the vendor nor anyone in privity with the vendor shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract or a Purchase Order except as provided therein.

V.18 Supplemental Financial Interests

Except with the consent of the Agency or Eligible Entity, the vendor shall not have a financial interest in any other vendor, designated partner, or supplier providing services, labor, or material on a project under a Contract or Purchase Order.

V.19 Notification of Violations

The vendor, upon being informed that any violation of these provisions (i.e., Sections V.12 through V.23) has occurred or may occur, shall immediately notify the Agency or Eligible Entity in writing.

V.20 Certification of Non-Violation

The vendor, by execution of the Agreement and Purchase Order and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that it has not violated any of these provisions (i.e., Sections V.12 through V.23).

V.21 Cooperation with Authorities

The vendor, upon the inquiry or request of the appropriate state official of any participating state or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form relevant to the vendor's integrity or responsibility, as those terms are defined by relevant statutes, or regulations. Such information may include, but shall not be limited to, the vendor's business or financial records, documents or files of any type or form which must be disclosed pursuant to applicable law and refers to or concerns the Contract or Purchase Order. Such information shall be retained by the vendor for a period of three years beyond the termination of the Contract or Purchase Order unless a longer period is otherwise provided by law. For example, E-rate rules require E-rate applicants and service providers to maintain all E-rate related documents including but not limited to procurement, billing, and communications, for a period of ten years from the last date to receive service in a particular funding year.

V.22 Rights and Remedies in the Event of Violation

For violation of any of the above provisions (i.e., Sections V.12 through V.23), the Agency or Eligible Entity may terminate the Contract, Purchase Order and any other agreement with the vendor, claim damages equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another vendor to complete performance hereunder, and debar and suspend the vendor from doing business with the Agency or Eligible Entity; provided that before any termination action under this Section, vendor shall be provided with written notice of the violation and thirty (30) days to cure the violation. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Agency or Eligible Entity may have under law, statute, regulation, or otherwise.

V.23 Right of Vendor Employee Rejection

LEAs that are school districts, nonpublic schools, charter schools, or public technology schools reserve the right to reject any person they deem unfit to be permitted on school grounds and in proximity to students. Upon written notice from the Eligible Entity or Agency, the Awarded Vendor shall have such persons performing services pursuant to the Purchase Order removed from the site immediately. The Eligible Entity's right to declare such person unfit shall not be limited to the required exclusion of such persons from federal and state laws legislated as child protective services.

V.24 Separation of Employer Responsibilities

It is understood that the Awarded Vendor, in performing services and providing Products pursuant to the Contract or any Purchase Order, is acting as an independent contractor and is not an agent, servant, partner, nor employee of Agency or Eligible Entity. The Awarded Vendor has control over the services and Products it delivers under the Contract and any Purchase Order and shall be solely responsible for its own federal, state and local income taxes, salary, social security payments, and any other payments incurred by the Awarded Vendor in the performance of the Contract and any Purchase Order, and adhere to all necessary legal requirements governing employment. None of the benefits provided by Agency or Eligible Entities to their own employees, including but not limited to retirement benefits, workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance, are available from them to the Awarded Vendor and/or any of the Awarded Vendor's agents, servants, and employees. The Awarded Vendor has no authority under the Contract or any Purchase Order to assume or create any such obligation or responsibility, expressed or implied, on the behalf or in the name of Agency or Eligible Entities, or to bind Agency or Eligible Entities.

V.25 Nondiscrimination and Sexual Harassment

During the term of the Contract and any Purchase Order, the Awarded Vendor agrees as follows:

- In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any Purchase Order or any subcontract, the Awarded Vendor, designated partner or any person acting on behalf of the Awarded Vendor or designated partner shall not by reason of gender, race, creed, or color discriminate against any citizen of the state within which the award is made who is qualified and available to perform the work to which the employment relates.
- Neither the Awarded Vendor nor any designated partner nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract or any Purchase Order on account of gender, race, creed, or color.
- The Awarded Vendor and any designated partners shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- The Awarded Vendor shall not discriminate by reason of gender, race, creed, or color against any designated partner or supplier qualified to perform the work to which the Contract relates.
- If the Agency or Eligible Entity have reason to suspect that the Awarded Vendor violated the Nondiscrimination/Sexual Harassment Clause, the Agency or Eligible Entity may request, and the Awarded Vendor shall promptly provide, applicable information to prove compliance. If the Awarded Vendor or any designated partner does not possess documents or records reflecting the information requested, it shall furnish such information on reporting forms supplied by the Agency, Eligible Entity, or appropriate departments of state government.

- The Awarded Vendor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract that specifically is undertaken to support the Contract or any Purchase Order so that such provisions will be binding upon each designated partner.
- The Agency or Eligible Entity may cancel or terminate the Contract or Purchase Order and all money due or to become due under the Purchase Order may be forfeited for violating the Terms and Conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Agency may proceed with debarment or suspension of that Awarded Vendor from the PEPPM program.

V.26 References and Past Performance

A Bidder must be responsible and capable of executing all duties to be covered under the Contract.

To evaluate a Bidder's qualifications to perform under the Contract, Agency will require the submission of three signed reference forms. Also, the Agency will consider performance of Bidder on previously awarded PEPPM contracts and Bidder's past conformance to bid terms and conditions, including submission of pricing updates, submission of Ordering Instructions, customer service and payment of fees.

VI Product Specifications [Return to Top]

VI.1 Product Lines Sought

This RFB seeks formula pricing for technology and technology-related Products provided by reliable national manufacturers and service providers in specific brand-name categories. Each brand of Product Line named–and its corresponding description–are the specifications for the desired Products manufactured or offered under that named brand.

Each requested Product Line category is listed on a table within the electronic bid form. For convenience, the specified Product Lines are also listed within a bid announcement on the website at www.PEPPM.org/bids.

VI.2 New Products Provisions

Products offered by a Bidder and those sold by an Awarded Vendor or Authorized Reseller must be new and may not be refurbished.

Any serialized Products and licenses must feature new and unique serial numbers, unaltered from the manufacturing source.

Agency accepts that some manufacturers may use some recycled, incidental components meeting like-new standards.

Awarded Vendors must ensure that all Products sold contain the components parts and features meeting commercial standards for their awarded Product Lines. All components inside a Product must be manufacturer approved, unless otherwise noted, and subject to the full manufacturer's warranty.

Also, an Awarded Vendor must make sure that any Products offered or sold in response to this RFB are the same models indicated by their external label and source of manufacture.

VI.3 Necessary Supplies

Bidders are encouraged to include bid pricing for all related or necessary supplies required to use the Products within a Product Line category. A Bidder may use variable discounts or markups to address pricing variances among supplies, equipment, and services.

VI.4 Sale of Demonstration Products

Products that have never been sold or leased, but have been used for demonstration purposes may be sold under the Contract under three conditions:

- The price of the Product is further discounted below the PEPPM bid price
- The Eligible Entity has full knowledge of length of time the Product was in service · A warranty policy is described

VI.5 Installation and Service

Any Products needing to be installed or any ancillary services rendered shall be provided in accordance with the manufacturer's instructions and in accordance with the schedule mutually agreed upon between Awarded Vendor and the Agency or Eligible Entity.

VI.6 New Technology and Product Additions

An Awarded Vendor may request to add newly invented Products, newly marketed Products, and other new Products for sale under its contracted Product Line category under the following conditions:

- The new Products fit within the Product Line's brand specifications
- A clear pricing formula was originally bid and applies to the new Products
- Substitute or replacement Products are equal to or superior to the original offerings
- No request is made to subvert competitive procurement procedures

The Agency may reject any requests for additions or replacement in its sole discretion–with or without cause.

VI.7 Replacement Parts

Through their supply sources, Awarded Vendors must be able to provide or sell replacement, component parts for Products during any warranty period and two years thereafter. Replacement parts may be the same or a functional equivalent. They may be provided by the manufacturer, a manufacturer's designated representative, or a maintenance service provider designated by an Eligible Entity, so long as such maintenance service provider is authorized by the Awarded Vendor.

An Awarded Vendor and Eligible Entity may enter into a maintenance service agreement with respect to the provision of repair parts.

VI.8 Proof of Supply

A Bidder must offer proof they have access to a legal and legitimate supply of goods for every category of Product Lines they are bidding. Awarded Vendors must not change this supply chain without notice and approval of the Agency.

Agency accepts that a manufacturer who is bidding has access to its own Products. Manufacturers may answer that it is its own supply source on the appropriate question on the electronic bid form.

All other Bidders–such as resellers, distributors, dealers, aggregators, and wholesalers–must submit a letter of authorization from a manufacturer. A separate letter is required for each Product Line being bid. A model letter for this purpose is included as an attachment on the electronic bid form. The components of the model letter include the following components and attributes:

- Dated within the bidding period
- Addressed specifically to PEPPM or the Agency
- Written on manufacturer's letterhead
- States that Bidder is authorized to sell the manufacturer's Products
- Describes the relationship between the manufacturer and the Bidder
- Indicates which states the Bidder is authorized to sell in
- Is signed by a management employee who represents they have the authority to sign the letter on behalf of the manufacturer
- The signatory identifies the contact information of a supervisor if the letter needs to be verified

VI.9 Alternative Evidence of Supply

If a manufacturer refuses to provide a proof-of-supply letter to a Bidder, that Bidder may attach alternative evidence of access to a legal supply of goods in their bidding categories. A generic letter from a wholesale distributer is not sufficient evidence. Acceptable alternative evidence can be a letter from a wholesale distributor that has the same information for each specific Product Line that would have come from manufacturers if available.

The Agency reserves the right to withdraw an award if a third party shows contractual or legal proof that an Awarded Vendor is prohibited from selling to Eligible Entities.

VI.10 Liens

All Products offered and sold shall be free from all liens.

VI.11 Licenses

Awarded Vendor (and its Authorized Resellers) shall maintain all federal, state, and local licenses, certifications, bonds, and permits applicable and required for operations in Pennsylvania and in all other states in which Awarded Vendor does business under the Contract.

VI.12 Standard Warranty

The Awarded Vendor shall pass through to the Eligible Entity the manufacturer's warranty for each Product sold.

The Awarded Vendor warrants that, to its knowledge, all Products furnished under the authority of the Contract shall at the time of delivery be free and clear of any defects in material and workmanship and shall conform to the published specifications of the manufacturer of the Products.

Awarded Vendors selling laptops, personal computers, desktops, and servers must provide a standard manufacturer's warranty of at least one year. If the standard manufacturer's warranty is longer than one year, the longer warranty period will apply.

For each Product Line being bid, a Bidder must attach a manufacturer's warranty statement on the bid form or provide links to the applicable warranty, so that Eligible Entities will understand their warranty rights for the Products offered. The statement must also clarify any discreet responsibilities of the Awarded Vendor versus the manufacturer.

Awarded Vendors selling computers must maintain certifications that the manufacturers have about compatibility and compliance with up-to-date operating systems, and federal safety and communications guidelines.

VI.13 Onsite Warranty Service

Bidders offering personal computers and servers must have the capability, either directly or through the manufacturer or a manufacturer's representative, to perform onsite warranty service (warranty is defined as the standard provided by the manufacturer for the period of time indicated in the Contract). Awarded Vendors must perform warranty services at the Eligible Entity's site of the equipment needing such service when requested by the Eligible Entity. Eligible Entities are responsible for payment of onsite warranty services which do not fall within the scope of the manufacturer's standard warranty. Manufacturer's "depot service only" Products or "customer replaceable parts" are excluded from this requirement.

VI.14 Direct Relationships with Providers for Services Other Than Onsite Warranty Services

For Bidders offering personal computers, offsite warranty service locations may be a branch or satellite office of the Bidder or manufacturer service and support facilities, or facilities of some other third party whose relationship the Bidder will maintain to provide the services required within the scope of Contract. The Contract may be terminated for default if, at any point during the term of the Contract, the Awarded Vendor fails to maintain these relationships. These relationships may, but are not required to, infer ownership and/or franchise relationships. They only require that an ongoing affirmative business relationship exists. Agency reserves the right to inquire into the extent of these business relationships maintained, and listed herein, by the Bidder up to the extent that confidentiality is not compromised. The Awarded Vendor is ultimately responsible for the satisfactory and timely completion of all service requirements and activities and is under a duty to monitor all service performances of the service providers.

VI.15 Ancillary Services Related to Products

As part of their bids, Bidders may offer pricing for ancillary services advantageous or necessary for the planning, use, deployment, and maintenance of the Products they sell.

The provision of ancillary services is not a requirement for a bid to be responsive, except where a Bidder is required to provide such services at no additional cost under a contractual arrangement with its supplier or manufacturer.

However, the Agency will evaluate bids for the presence either a) an ancillary service spreadsheet form alongside each Product Line being bid of b) a statement the Bidder is not offering ancillary services. If awarded, any ancillary services offered will be part of the Contract and presumed bid-protected as allowed by law.

Such ancillary services may include, but are not limited to analysis and design, asset tagging, consulting, equipment configuration, heat mapping, cloud-based configuration, engineering, hard drive removal and retention, help desk support, image loading, installation, maintenance, training, and travel.

If offering ancillary services, a Bidder must submit a PEPPM Ancillary Services Form, quoting a

discounted bid price compared to the vendor's standard rate card fees. Agency will use this form to evaluate and determine the bid price of any ancillary services offered. Stating prices "will be negotiated" is not acceptable; such offers will not be considered for inclusion in an award.

Bidders must submit a separate spreadsheet form for each respective Product Line being bid with an offer of ancillary services.

Bidders are cautioned to not lower per-unit Product purchase prices and offer above-market ancillary service prices. Agency staff will review the availability and reasonableness of ancillary services and prices in when evaluating bids.

For Awarded Vendors that offer ancillary services provided indirectly through an Authorized Reseller or designated service provider, the pricing for the services provided by the designated service provider must be at or below the prices provided by the Awarded Vendor as part of their bid.

Pricing that is based on "per-hour" rates or similar units does not determine final cost to the Eligible Entity–just the rate. If an Awarded Vendor has offered ancillary services in conjunction with the bidawarded Contract Products it provides to the Eligible Entity, the

Awarded Vendor and the Eligible Entity shall mutually agree upon the scope of the ancillary services to be provided at the PEPPM-discounted price.

In several jurisdictions Eligible Entities are required to pay Prevailing Wage for certain ancillary services. Bidders may include two sets, or side by side schedules, of ancillary service pricing with their bids–one for projects not subject to the payment of prevailing wages, and one for projects subject to the payment of prevailing wages.

VI.16 E-rate Program Mini-Bid Process and Compliance

Awarded Vendors for Product Lines eligible for discounts under the federal E-rate Program will comply with all requirements of the Universal Service Program of the Telecommunications Act of 1996, commonly referred to as the E-rate Program, as the same may be amended from time to time. These requirements include, but are not limited to, submitting the annual FCC Form 473 to USAC, providing E-rate SPIN numbers for the Awarded Vendor and all Authorized Resellers to Agency for publication, adhering to the E-rate 10-year document retention requirement, and offering the “Lowest Corresponding Price” as defined in federal rules and regulations.

Further, because the E-rate Program defines the PEPPM Product Line Contracts as a ‘multi-award contract,’ LEAs must conduct a mini-bid procurement (a “PEPPM Mini-Bid”) prior to signing a contract (the “PEPPM Mini-Bid Contract”) and requesting E-rate discounts. The PEPPM Mini-Bid process consists of the following steps:

- LEA will draft a Product mini-bid list itemizing the Products and approximate quantities being sought to purchase.
- The Product mini-bid list may specify a particular manufacturer, but all Awarded Vendors or their Authorized Resellers that can provide equivalent Products under another PEPPM Product Line Contract may submit proposals for consideration. Equivalent is defined as a Product that is identical in functionality and quality, and which is compatible with any existing Product that may be specified in the mini-bid.
- LEA will email the mini-bid Product list to each Awarded Vendor that sells the same type or component of Products as those listed in the Product mini-bid list. Awarded Vendors or their Authorized Resellers may submit proposals to the LEA in the manner and in the format prescribed in the mini-bid cover email. The LEA will conduct a min-bid evaluation of all qualified proposals submitted, with the price of E-rate eligible Products being the most heavily weighted evaluation factor. Price is not required to be the sole evaluation factor.
- LEA will sign a PEPPM Mini-Bid Contract with the Awarded Vendor or its Authorized Reseller specifying the Products, quantities, and prices. The PEPPM Mini-Bid Contract will be in addition to any subsequent Purchase Orders submitted by the Eligible Entity for actual purchases to be made under the PEPPM Mini-Bid Contract after all contingencies (including, without limitation, E-rate funding approval) set forth in the PEPPM Mini-Bid Contract are satisfied. Quantities may be adjusted to meet the current needs of the LEA.
- PEPPM Mini-Bid Contracts are typically signed Awarded Vendor/Authorized Reseller proposals, but may be a contract, signed notice of bid acceptance, or other document

memorializing the LEA's acceptance of the proposal. Acceptance may be contingent on the LEA's receipt of E-rate funding approval.

- Vendors awarded PEPPM Mini-Bid Contracts must extend such Contracts beyond the expiration of the PEPPM Product Line Contract for LEAs to use their E-rate funding.
- Upon request, vendors must provide the LEA, E-rate Program administrator or the Federal Communications Commission with additional documentation needed to complete the application or invoice review, or in the event of an audit.
- Vendor must agree to provide discounted billing to the LEA and invoice the E-rate administrator for the discounted portion of the service, upon request.

VI.17 Returned Goods Policy

Bidders must have a policy regarding how they handle the return of goods from Eligible Entities. A document describing the policy must be attached alongside the name of each Product Line being bid.

VI.18 Equivalent Product Lines

E-rate rules require that when specific manufacturers are identified in a procurement, Bidders must be able to submit bids for equivalent products and services. Agency has established the following procedures to ensure that all E-rate eligible equivalent products and services will be included in the procurement in addition to the specific manufacturers Product Lines named in this Request for Bids:

Potential Bidders may request additional E-rate eligible equivalent branded Product Lines to be added to this RFB.

Requests to add an equivalent Product Line or groups of products or services must be submitted in writing to Agency by the Equivalents Due Date and must include at a minimum:

- The name of the branded Product Line that is proposed to be added, along with a complete description of the Product Line to be added, performance and test data, and other information necessary for an evaluation.
- A detailed comparison of the significant qualities of the proposed new Product Line with those named in the Request for Bids. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
- A representative list of E-rate eligible LEAs that have purchased the proposed Product Line Products. If no such LEAs exist because the proposed Product Line is so new, an explanation of such must be provided in lieu of the LEA list.

A proposed equivalent Product Line will not be considered unless all of the outlined requirements have been met and determined satisfactory by the Agency. Failure of the potential Bidder to supply the requested information may result in non-approval of any proposed new Product Line.

If the Agency approves the addition of an equivalent Product Line, the notice of approval and addition will be set forth in an addendum. The bid response deadline may be extended to meet any federal or state competitive bidding requirements.

Bidders shall not rely upon approvals in any other manner. Any addenda will be posted on the electronic bid form, at www.PEPPM.org/bids and uploaded with the E-rate Form 470 posting. It is the Bidder's responsibility to check the websites to see if additional branded Product Lines have been added. Agency shall not be required to consider any request to add a branded Product Line received by Agency after the Equivalents Due Date.

This Section does not apply to Products which are not E-rate eligible, and the Agency is under no obligation to review requests to add new Product Lines which are not E-rate eligible.

VI.19 Hazardous Materials

Awarded Vendors and their Authorized Resellers are required to comply with Act 159 of October 4, 1984, the law known as the Worker and Community Right-to-Know Act, and any regulations pursuant to 4 Pa. Code § 301.1 et. Seq. and any similar act in other states where they sell Products under the PEPPM program. The Act focuses on labeling of hazardous materials and chemicals, labeling, and material safety data sheets.

VI.20 Export Restrictions and Statement of Assurance

PEPPM Contracts involve Products, software, and technical data that are governed by the provisions of the U.S. Export Administration Regulations ("EAR") and all other applicable U.S. export control laws and regulations.

Each Awarded Vendor and Eligible Entity shall comply with all U.S. export laws and all other applicable

U.S. export control laws and regulations, as amended from time to time, including, but not limited to,

§ 736 (General Prohibitions), § 742 (Control Policy), § 744 (End-user and End-use Based), § 746 (Embargoes and Other Special Controls), and § 774 (Commerce Control List) of the EAR, as they pertain to export or re-export. Each Eligible Entity certifies that, unless authorized by U.S. laws and regulations (either by specific regulation or written authorization from the U.S. Government), it shall not export or re-export the Products, software, technical data purchased under an Agency Contract from the Awarded Vendor, or the direct Product thereof in violation of applicable U.S. export control laws and regulations.

Each Eligible Entity acknowledges that:

- It is unlawful to export or re-export (without written U.S. Government authorization) Awarded Vendor's Products, technology, or software if they know that they will be used:
    - In the design, development, production, or use of missiles in or by a country listed in Country

Group D:4 ○ In the design, development, production, stockpiling, or use of chemical or biological weapons in or by a country listed in Country Group D:3

- ○ In the design, development, production, stockpiling, or use of nuclear weapons in or by a country listed in Country Group D:2 (Supplement No. 1 to EAR § 740); and

- Export or re-export of Awarded Vendor's technology, software, source codes, or direct Products thereof to a country or national thereof listed in Country Group D:1 or E:2 may be prohibited, unless authorized by U.S. regulations (§ 740 of the EAR) or written authorization from the U.S. Government.

The provisions of this Section shall survive the term and termination of the Contract and Purchase Order.

VI.21 Products Not Intended for Critical Application

The Products sold under PEPPM Contracts are not designed for any "Critical Applications." "Critical Applications" means life support systems, medical applications, human implantation, commercial aviation, nuclear facilities, or systems or any other applications where Product failure could lead to injury to persons or loss of life or catastrophic property damage.

Awarded Vendors disclaim any and all liability arising out of the use of the Products in any Critical

Applications. If Eligible Entity uses the Products in a Critical Application, such Eligible Entity, and not Awarded Vendor, assumes full responsibility for such use.

VII Ordering Procedures and Requirements [Return to Top]

VII.1 An Overview of the Ordering Process

To put the following Contract provisions into context, Agency provides this simplified overview of the normal PEPPM ordering process (unless Agency has granted exceptions or unless conducting a PEPPM Mini-Bid process which has additional procedures):

- Awarded Vendors submit their Contract pricing to PEPPM on an approved template
- PEPPM converts pricing into a hosted electronic catalog on PEPPM.org
- Some Awarded Vendors may be approved to manage their pricing by way of Punchout technology
- Eligible Entities shop on PEPPM or Epylon websites, create shopping lists, talk with Awarded Vendors, or get quotations from Awarded Vendors
- Eligible Entities address their Purchase Orders to Awarded Vendors, itemizing desired Products and Contract pricing
- Eligible Entities forward their Purchase Orders to the PEPPM Clearinghouse for review, archiving, and electronic transmission to appropriate vendors
- Awarded Vendors fulfill orders as directed on the Purchase Order
- Awarded Vendors invoice Eligible Entities at Contract pricing or below

- Eligible Entities pay Awarded Vendors directly

VII.2 Display of Contract Pricing

Awarded Vendors must provide Contract pricing, along with descriptions, keywords, and other relevant data on an approved PEPPM template. The information will be loaded into PEPPM's electronic catalog on PEPPM.org, Epylon.com, and affiliated websites. In displaying contracted line items, PEPPM will:

- Make actual prices blind to non-registered users
- Display relevant pricing to users with relevant buyer profiles
- Make line items searchable by keyword, Stock Keeping Unit (SKU), Product Line, or category

VII.3 Punchout and Direct Receipt of Orders

An Awarded Vendor may ask Agency for its Contract pricing to be displayed by standard Punchout technology and/or to receive orders directly. Before approval, Awarded Vendors must agree in writing to comply with all PEPPM protocols, including accurate sales reporting. Approvals are at Agency's sole discretion.

VII.4 Instruments for Orders

The standard method for ordering is for Eligible Entities to issue a Purchase Order to the Awarded Vendor or Authorized Reseller. Eligible Entities shall precisely address their Purchase Orders to the proper vendors, following posted Ordering Instructions. Some Eligible Entities may use alternative purchase instruments, such as formal contracts or procurement cards, as may be allowed by these Terms and Conditions.

VII.5 Submission of Purchase Orders

Unless instructed differently, Eligible Entities must send their Purchase Orders to the PEPPM Clearinghouse, which will review and archive orders, and then transmit Purchase Orders to the company designated on the Purchase Order. An Eligible Entity may scan all relevant documents and transmit the Purchase Order by email to Orders@peppm.org, or it may send the Purchase Order and all its attachments by fax to (800) 636-3779.

Posted Ordering Instructions will inform Eligible Entities of any alternative order process in cases where Awarded Vendors have been given written permission from Agency to receive orders directly.

VII.6 Electronic Transmissions

Except where companies are authorized to receive orders directly, all Purchase Orders shall be transmitted electronically to vendors through the eCommerce software maintained by the eCommerce Consultant. Eligible Entities will either enter their orders directly into this system or the PEPPM Clearinghouse will enter orders on behalf of the Eligible Entities.

Vendors, upon receipt of a Purchase Order in their eCommerce inbox, shall promptly and properly transmit an acknowledgment and order status by using tools provided on the site.

To the maximum extent permitted by law, the parties agree to accept an electronic Purchase Order submission and acceptance, executed by an authorized user of the eCommerce system, as representing any necessary "electronic signature" required by law.

VII.7 Authority of the Purchase Order

Receipt of a Purchase Order constitutes authority to the Awarded Vendor or Authorized Reseller to sell and make delivery of the ordered Products, according to these Terms and Conditions and directions listed on the Purchase Order.

VII.8 Awarded Vendor Is an Independent Contractor

In performing its obligations under a Purchase Order, the Awarded Vendor will act as an independent contractor and not as an employee or agent of the Agency or any Eligible Entity.

VII.9 Term of the Purchase Order

The term of the Purchase Order shall start on the date that the Awarded Vendor receives a Purchase Order executed by the Eligible Entity. This is the "Effective Date."

Subject to any other provisions stipulated in the document, the Purchase Order shall end on the later of:

- Complete delivery and acceptance of the awarded Products
- The expiration of any specified warranty and maintenance period
- Payment by the Eligible Entity for the Product(s) received
- The expiration date identified on the Purchase Order

The Awarded Vendor shall not start the performance under the Purchase Order before the Effective Date and the Eligible Entity shall not be liable to pay the Awarded Vendor for any service or work performed or expenses incurred before the Effective Date. No Eligible Entity employee has the authority to orally direct the shipment of any Product(s) or the commencement of any work under the Purchase Order before the Effective Date.

VII.10 Orders Near a Contract Expiration Date

The fulfillment of a Purchase Order may extend beyond the PEPPM Contract's expiration date if the Eligible Entity issues a Purchase Order or E-rate Mini-Bid Contract before the Contract's expiration.

The expiration date of the Contract term is to be considered the final date to enter into a valid Purchase Order under the Contract.

As such, all Purchase Orders received by the Awarded Vendor up to and including the expiration date of the Contract term are acceptable and must be shipped under the delivery time specified in the Contract. If normal delivery time cannot be met, Awarded Vendor must notify Eligible Entity, which has the option to accept or reject the extended delivery time.

VII.11 Invoice Requirements

Unless otherwise agreed between Eligible Entity and Awarded Vendor:

- The Awarded Vendor shall send (which may include via email) an itemized invoice to the "Bill To" address on the Purchase Order promptly after the Product(s) are delivered. For hardware "delivery" shall be the date the hardware arrives on Eligible Entity's premises. For software, "delivery" shall be the date the software features are enabled and ready for Eligible Entity to use.
- In the case where Products are being installed or implemented by the Awarded Vendor, the installation or implementation services invoice shall be presented after the Products are installed, have successfully completed diagnostic routines, and are available for Eligible Entity's use. The foregoing does not preclude the Eligible Entity and the Awarded Vendor from agreeing to a different invoicing schedule depending on the scope and length of such installation or implementation services (for example, implementing a project in phases, with each phase having distinct milestones and payment obligations).
- Time and material services will be invoiced monthly in arrears.
- Maintenance, management type services and cloud services will be invoiced monthly in advance unless otherwise agreed.

Invoices should include only amounts due under the Purchase Order. The Purchase Order number shall be prominently noted on all invoices, and the amounts invoiced must be at or below the bid Contract prices.

VII.12 Payments

Eligible Entities will directly pay Awarded Vendors upon receipt of invoice and confirmation that Products have been delivered.

All invoices are to be sent directly to the Eligible Entity, which will normally pay invoices within thirty (30) days of receipt or in compliance with their board policy on bill payment. The Agency will encourage Eligible Entities to arrange for prompt payment where possible and for payments of partial shipments.

Payment shall not be deemed as acceptance of the Products furnished by the Awarded Vendor. Where the Awarded Vendor is responsible for installation of the Products, acceptance of delivered Products is deemed to occur when the equipment is installed, has successfully completed diagnostic routines and is available for Eligible Entity's use.

The Awarded Vendor agrees that the Eligible Entity may deduct any state tax liability not required by law or other unauthorized obligation of the Awarded Vendor or its subsidiaries to the Eligible Entity from any payments due the Awarded Vendor under any Purchase Order with the Eligible Entity, subject to the Eligible Entity promptly providing any tax exemption certificate or other documentation to support the deduction.

At the discretion of the Awarded Vendor, the Eligible Entity may use a valid purchasing card to pay for the Products at the time of purchase. Any fees related to this payment are the responsibility of the Awarded Vendor. In no case will the Awarded Vendor increase Contract or invoiced prices to offset purchasing card fees incurred by the Awarded Vendor.

VII.13 Tax Exemptions

No charge will be allowed for federal, state, or local taxes from which the Eligible Entity is exempt. Prices shall be net and shall not include any such tax. Exemption certificates, if required, will be furnished on forms provided by the Eligible Entity. LEAs are exempt from all sales and excise taxes imposed by the Internal Revenue Service and have registered with or been recognized by the Internal Revenue Service to make tax-exempt purchases.

VII.14 Delivery

All Products ordered shall be delivered FOB Destination, with the Awarded Vendor selecting the shipping company. All Products should be delivered within the time period specified on the Purchase Order.

In situations where delivery cannot be made within the time period specified on the Purchase Order, Eligible Entity should be notified in writing or by telephone of the delay and of an estimated delivery date.

Delivery must be made to the place designated on each respective Purchase Order. Direct delivery to buildings must be placed at a point in the building as directed at the place of delivery. The Awarded Vendor will be required to furnish proof of delivery upon request from any Eligible Entity. All materials and supplies must be securely packed in uniform containers, adequately marked as to contents, Purchase Order number, and delivered without damage or breakage to such units as specified.

Any system configurations ordered shall be delivered as a complete system, unless otherwise agreed by the ordering Entity. When required by the ordering Entity, it will be the responsibility of the Awarded Vendor to stage the equipment delivery so that all components are delivered as a single unit simultaneously.

Awarded Vendors receiving Purchase Orders with delivery requirements that cannot be met have the right to refuse the order. The Awarded Vendor must return the Purchase Order with an explanation of why it was refused within five (5) business days of receiving the Purchase Order from the Eligible Entity.

Awarded Vendor's PEPPM prices include the cost of normal delivery. If non-standard rigging charges apply to equipment purchases (or leases), a quote will be provided to the Eligible Entity within five (5) business days of receiving the Purchase Order from the Eligible Entity, or as soon as possible thereafter upon Awarded Vendor learning the order involves a non-standard delivery.

The Eligible Entity has five (5) business days after receipt of the quote for non-standard rigging charges to cancel the Purchase Order. Eligible Entity shall not be responsible for non-standard rigging charges not made known to the Eligible Entity before delivery of the equipment and Awarded Vendor shall bear the cost.

VII.15 Inspection and Rejection

No Products received by the Eligible Entity shall be deemed accepted until the Eligible Entity has had a reasonable opportunity to inspect the Products. The Awarded Vendor and the Eligible Entity agree that a reasonable timeframe to inspect the Products shall not exceed thirty (30) calendar days from date of delivery. Products not rejected during such 30-day period shall be deemed accepted. If a defect or nonconforming item is discovered during the foregoing inspection period, the Eligible Entity will promptly notify the Awarded Vendor of the defect or nonconformance. It shall then become the duty of the Awarded Vendor to arrange for the rejected Products to be removed from the premises or returned without expense to the Eligible Entity within fifteen (15) days after notification, or such longer time period mutually agreed upon by Awarded Vendor and Eligible Entity. Rejected Products left longer than fifteen (15) days or such mutually agreed upon time period will be regarded as abandoned, and the Eligible Entity shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale, which represents the Eligible Entity's costs and expenses in regard to the storage and sale of the Products. Upon notice of rejection, the Awarded Vendor shall promptly replace all such rejected Products with others conforming to the specifications and which are not defective. If the Awarded Vendor fails, neglects or refuses to do so, the Eligible Entity shall then have the right to procure a corresponding quantity of such equivalent Products, and deduct from any monies due or that may thereafter become due to the Awarded Vendor, the difference between the price stated in the Purchase Order and the actual price the Eligible Entity paid to the alternative vendor.

Notwithstanding the foregoing, where the Awarded Vendor is responsible for installation of the Products, acceptance of delivered Products is deemed to occur when the Products are installed, have successfully completed diagnostic routines and are available for Eligible Entity's use, provided that the deemed acceptance in the foregoing paragraph will control if Eligible Entity requests that such installation not take place during the 30 day period following delivery of the applicable Products. Notwithstanding acceptance, for Products covered by a maintenance service agreement, the Awarded Vendor shall either keep the Products in good working order or Awarded Vendor will replace the Products with a like-new or refurbished equivalent or better model conforming to the specifications and which is not defective.

VII.16 Shipping Errors

Awarded Vendor agrees that its shipping errors will be covered at its own expense. Eligible Entities are financially responsible for shipping errors originating from its Purchase Orders or written instructions. No oral shipping instructions should be accepted by either party.

VII.17 Title and Risk of Loss

Title to ordered merchandise that is leased shall remain with Awarded Vendors or lessor. Title to ordered merchandise that is purchased transfers to an Eligible Entity at the time of shipment. Notwithstanding such transfer of title, Awarded Vendors agree to bear the risk of loss, injury, or destruction of the Products ordered before receipt of the Products by the Eligible Entity. Such loss, injury, or destruction shall not release the Awarded Vendor from any contractual obligations.

VIII Pricing Specifications [Return to Top]

VIII.1 Pricing Methodology

This RFB requires responsive bid pricing to be offered by way of pricing formulas. These formulas form the foundation of a bid. The pricing formulas must be calculated against a price basis to show final effective prices. The final effective prices, correctly calculated, will form the data for evaluation and comparison to competing bids.

VIII.2 Pricing Formulas

A Bidder may opt to use one of two discount formulas:

- Percent discounts off of a published and identifiable price list or a commercially available catalog
- Markup percentages over the documentable wholesale cost of Products (this option is not available to Bidders who are manufacturers)

VIII.3 Identification of the Price Basis

The price basis is the foundation for discount formulas. Bidders must identify their price basis on the Quote Sheet Tab of the official PEPPM Pricing Template.

If bidding by the Discount-from-List method, the Bidder must describe the published list or commercially available catalog–along with its last published date–from which discounts will be calculated. Some examples of an acceptable price basis include Manufacturer's Suggested Retail Price (MSRP), retail web catalogs, paper catalogs, and manufacturer's national education pricing.

Likewise, if bidding by the Markup-over-Cost method, a non-manufacturer Bidder must describe the type documentation that will substantiate the basis for markups. Some examples include wholesaler catalogs or websites, gold-level pricing schedules from manufacturers, paid invoices, pricing contracts, and manufacturer pricing formulas.

VIII.4 Variable Percentage Formulas

Bidders may offer varying formula percentages within a single Product Line category. However, the Bidder must correlate a specific formula percentage alongside a well-described category of Products within the Product Line category.

As a theoretical example, a single Bidder may bid 10 percent off list for inkjet printers, 15 percent off list for laser printers, 30 percent off list for ink and toner cartridges, and 22 percent off list for extended maintenance agreements.

The Quote Sheet Tab of the PEPPM Pricing Template has space for 30 subcategories of percentage formulas. If that space is insufficient, a Bidder may add an additional spreadsheet to the bid form or combine descriptions on one line where percentages are equal.

VIII.5 Effective Bid Pricing for Evaluation

Bidders must apply their pricing formula to actual Products within a respective Product Line category, creating final effective bid prices that evaluators will use to determine the lowest bid.

For Products within a Product Line category, a Bidder must either enter or cut and paste information for each Product into an approved PEPPM template to include:

- True Manufacturer SKU
- Manufacturer Name
- Product Name
- Product Description
- Unit of Measure
- Basis Price for the Product
- Percentage Discount or Markup

The spreadsheet will automatically calculate the final effective bid price from cells containing the price basis and the percentage formula.

Therefore, if bidding by Discount-from-List, a Bidder would enter a negative percentage (*e.g.,* -.10.5%) because the formula is subtracting from a list price.

Alternatively, if bidding Markup-over-Cost, a Bidder would enter a positive percentage figure (*e.g.,* 10.5%) because the formula is adding to a cost basis.

If the Bidder's discount or markup is zero, the value "0.0%" would be entered in the appropriate discount or markup column.

VIII.6 PEPPM Pricing Template

The official PEPPM Pricing Template is the Microsoft Excel workbook that Bidders must use to submit their pricing formulas and calculate effective bid pricing. The template contains two working spreadsheets, the Quote Sheet Tab, and the Bid Response Tab.

The template can be downloaded from the electronic bid form. It is located under the instructions in the Section titled "Requested Product Lines." Bidders may download this form as often as necessary, using one workbook for every Product Line to be bid. The spreadsheets must not be modified, copied, or unlocked. Otherwise, Bidders run the risk that their spreadsheets will not load correctly when they submit their bids.

VIII.7 Importance of Final Effective Price

It is the Bidder's responsibility to look at the final, calculated, effective prices on the Bid Response Tab spreadsheet to see that they are calculated correctly. These are the official bid prices. If they are not correct, then either the price basis or the percent entered is incorrect because the spreadsheet automatically calculates the accurate effective prices based on Bidder's entries.

VIII.8 Extent of Product Offered

Products and prices listed will be used to establish both the extent of a manufacturer's line available from a particular Bidder and the effective bid price per item. Bidders should enter a full range of Products to best represent the scope of Products available under any Product Line category.

Bid pricing formulas and base pricing cannot be changed after bids are opened. However, the Agency reserves the right to request more sample SKUs so evaluators can apply a Bidder's bid formulas and base prices across a broader range of Products.

VIII.9 Importance of Correct Manufacturer SKUs

When adding Product information to the Bid Response Tab on the PEPPM Pricing Template, Bidders must enter the correct and accurate manufacturer SKU for each Product.

Using software, the first phase of the evaluation process identifies a manufacturer SKU number, after stripping away hyphens, spaces, and leading zeros, to compare pricing between competing companies.

Any Bidder-created identifiers that change a manufacturer's SKU must be removed before submission. Bidders must make their best efforts to match their "Manufacturer SKUs" to the manufacturer's published SKUs including or excluding identifier characters for such things as government or education pricing, country of use, color, or other manufacturer Product identifiers. Bidder should note that these requirements are for their PEPPM Bid-Price Submission Templates submitted at the time of the bid.

Irregularities in listing the manufacturer's SKU numbers in a Bidder's bid proposal may result in a bid being deemed non-responsive.

VIII.10 New Product Pricing

The Bidder's quoted pricing formulas will also apply to any new Products created, invented, introduced, and made available through PEPPM during the Contract period. New Products and associated supplies to be added must be priced according to the original bid discount or markup pricing structure.

If a new Product or Product group does not fit into one of its formula categories, an Awarded Vendor may appeal to Agency in writing for consideration to include the new Products on Contract. The written request must include an explanation of the circumstances that prevent the new Products from logically falling into an existing category of formula pricing.

The Agency reserves the right to reject any requests for additional Products to be added to an Awarded Vendor's Contract Product list and corresponding price structure. No consideration will be given for requests that circumvent competitive bidding requirements.

VIII.11 Pricing for Bundles

Awarded Vendors may provide for bundles that include third-party Products related to the branded Products under Contract. Examples are cases or monitors purchased to accompany a laptop computer.

However, all Products in the bundle must be ordered from and invoiced by the Bidder under a single Purchase Order in which the third-party Products are ordered on a one-for-one basis with the bidawarded Products.

Third-party Products cannot be offered individually and purchased separately with PEPPM bid protection.

Price for the third-party Product must be consistent with the same formula pricing structure corresponding to the contracted Product. For example, if a computer is sold at a 5 percent discount from a vendor's catalog, then the third-party case must be sold at least 5 percent off the catalog price.

Bid-awarded Products bundled with third-party Products must represent a greater value than the thirdparty Products themselves. For example, a bid-awarded network interface card cannot be bundled with a third-party computer to create a complete computer bundle. Software Bidders may not bundle hardware with a software offering without permission from the Agency.

VIII.12 Errors on the Bid Response Tab

If a Bidder makes a material error by expressing percentage formulas on the Bid Response Tab not described on the Quote Sheet, its bid may be non-responsive. Likewise, a bid may be non-responsive if a Bidder neglects to list Products on the Bid Response Tab for which a percentage formula is described on the Quote Sheet.

VIII.13 Allowances for Freight

Awarded Vendors should never identify standard freight charges separately when submitting Contract prices to PEPPM for publication. If bidding Markup-over-Cost, Bidders must ensure the allowance for freight is built into either the cost of the Product or the markup percent. Likewise, Bidders offering a Discount-from-List must ensure the allowance for delivery is to be built into the list price of the Product or the discount percent.

VIII.14 Minimum Order for Free Shipping

The minimum order qualifying for FOB Destination delivered price via Awarded Vendor's standard shipping method shall be $500 to the same shipping address. Orders for less than $500 to the same address may be accepted by the Awarded Vendor to ship prepaid with actual shipping charges added to invoice as a separate item.

Shipping prices added must be actual documented costs of shipping. Awarded Vendor may charge for expedited, other special shipping circumstances or methods, if requested by the Eligible Entity. Shipping from or to the continental United States to or from Hawaii, Alaska, or overseas U.S. territories may also be considered as special shipping. Eligible Entity must be notified on quotes if and when a shipping charge will be applied to their cost of purchase.

An Awarded Vendor may appeal in writing to Agency for relief from the free-shipping threshold when the requirement disadvantages a buyer or forces an Awarded Vendor to sell at a loss. Any exceptions shall be at Agency's sole discretion. If granted, notice shall be provided in an Awarded Vendor's Ordering Instructions to Buyers.

VIII.15 Large-Volume Purchase and Voluntary Price Reductions

An Awarded Vendor, upon request from an Eligible Entity, may offer a voluntary price reduction or a

quotation for a large-volume discount from the listed PEPPM bid price. Such price decreases are discretionary by the Awarded Vendor who is under no obligation to give the same or similar discount to another Eligible Entity unless required under federal E-rate Lowest Corresponding Price (LCP) rules.

When offering any such additional discounts, the Awarded Vendor will provide a written quotation to the requesting agency, indicating that the discounted price is an "As per PEPPM" bid-price quote. The Eligible Entity shall include the quotation as an attachment to its Purchase Order.

Agency reserves the right to research, conduct, and execute electronic reverse auctions or requests for quotes or proposals for aggregated numbers of specific Products under the Contract with interested or selected Agency Awarded Vendors in conformance with applicable laws.

Bidders are urged to stipulate any additional, predetermined discounts according to Bidder– designated criteria on its Pricing Templates so that Eligible Entities can quickly see if any additional discounts are available as a standard practice.

VIII.16 Request to Cancel or Rebid a Product Line or Adjust MSRP

Should an Awarded Vendor's bid percentage-off-MSRP be subsequently lowered by the manufacturer resulting in the Awarded Vendor's financial loss, an Awarded Vendor may request that the Agency cancel or rebid the Product Line or adjust the percentage-off-MSRP. This decision to cancel, rebid or adjust shall be made at the Agency's sole discretion. Should the Agency decide to adjust the percentage-offMSRP, then the Agency will work with the Awarded Vendor to equitably adjust the percentage-off-MSRP by balancing the competing interests of the Awarded Vendors and the Eligible Entities.

The following procedure shall apply when an Awarded Vendor requests that the Agency cancel, rebid, or make an adjustment pursuant to this paragraph.

- Along with the Awarded Vendor's written request to cancel, rebid or adjust, the Awarded Vendor shall provide all documentation needed for the Agency to make a decision

- Within seven (7) days of receipt of the written request and supporting documentation, the Agency shall provide a written determination indicating whether the Awarded Vendor's request was accepted or rejected, or whether additional information is needed to make a determination

VIII.17 Prevailing Wage Rates

To the extent applicable to a Pennsylvania Eligible Entity, for Purchase Orders which include ancillary services constituting construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, exceeding $25,000, in accordance with the Pennsylvania Prevailing Wage Act, approved August 15, 1961, Act No. 442, P.L. 987, as amended by Act 342 of 1963, P.L. 653, 43 P.S. 165-1 et seq., and the regulations issued pursuant thereto, the Prevailing Wage Rates as determined by the Secretary of the Department of Labor and Industry, Prevailing Wage Division of the State of Pennsylvania, for the locality of the work and for each classification of workers needed to perform the Contract shall apply, and workers shall be paid not less than these Prevailing Wage Rates. The provisions of the Act, regulations, and the Pennsylvania Prevailing Minimum Wage Rates, as determined by the Secretary of Labor and Industry, are made part of all said Purchase Orders. Further information on implementation of the Act, definition of maintenance work and Prevailing Wage Rates may be requested from the Pennsylvania Department of Labor and Industry–(800) 932-0665 or (717) 787-4763). To the extent applicable to an Eligible Entity from another state, such state's Prevailing Wage rate act, regulations and minimum wage rates are made a part of the Purchase Order. When applicable, use Davis-Bacon wage rates for federally assisted projects.

IX Bid Procedures and Directions [Return to Top]

IX.1 Help on Submitting a Responsive Bid

To assist Bidders in submitting responsive bids, PEPPM provides directions, access to help files, a bid checklist, and contacts for technical support in filling out the electronic bid form.

Bidders must examine the entire bid package, then seek clarification of any item or requirement that may not be clear. They must check all their responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after the due date and time.

The following Sections provide an overview of bid procedures, requirements, and directions leading to a responsive bid.

IX.2 Registration

Vendors interested in bidding must obtain a supplier account at www.Epylon.com if they do not already have one. The entire bidding process will be conducted electronically using Epylon's eBid software. Epylon imposes no fee to register or use its eBid software.

IX.3 Delivery of the PEPPM Bid Form

Bid forms will be sent automatically to all those vendors who have accounts and have indicated an interest in receiving technology bids on the Epylon system. Newly registered vendors will find the bid form shortly after their account application has been approved. If vendors reviewing their inbox do not see the PEPPM bid form, there are three possible reasons:

- Another employee under the company's account has accepted the bid form on behalf of the company. Only one bid form may be active for any given company, but any employee can forward the bid form to another company representative. Contact Epylon Customer Service to see if another company employee has opened the bid form
- The company has not categorized itself as a technology-related supplier. Contact Epylon Customer Service to be added as a "technology supplier." Then the bid form will be promptly forwarded to the company's inbox
- The company has divided its employees into geographic territories, and the bid has been directed to employees designated for Pennsylvania

For assistance in finding the bid form, Bidders should contact Customer Service at (888) 211-7438 or at Service@Epylon.com.

IX.4 Prebid Meetings

Prebid meetings, if any, will be held at times and locations described here. Bidders interested in participating must register at www.PEPPM.org/bids to reserve a spot. The session will provide a highlevel view of contracting policies for Bidders and an overview of procedures for filling out the bid forms.

IX.5 Bidders' Questions

Bidders who have bid questions about the bid or its Terms and Conditions may submit them to BidQuestions@PEPPM.org no later than 4:00 p.m. Eastern Time on the Questions Due Date. Bidders are advised to look on PEPPM.org for frequently asked questions.

Bidders who have questions or trouble using the bidding software may contact Epylon Customer Service any time at (888) 211-7438 or Service@Epylon.com. Be advised, that Customer Service operators work on Pacific time and wait times grow longer as the bid deadline approaches. Customer service will not answer policy questions about the bid or its Terms and Conditions.

It is the Bidder's responsibility to check the FAQs list on www.PEPPM.org/bids and External Notes on the electronic bid form before submitting their bid to learn of any clarifications or interpretations related to the bid requirements or procedures that may be addressed.

IX.6 Exceptions to Terms and Conditions

Any proposed exception from the requirements indicated in this Request for Bids or from the Terms and Conditions must be stated in writing and submitted by email by the Exceptions Due Date to BidQuestions@PEPPM.org.

Any exceptions accepted by the Agency will be incorporated into a bid addendum to be published in the electronic bid documents within ten (10) days of the Exceptions Due Date. To ensure a fair and equal bidding process, any addendum will apply to all Bidders and all bids or a specified Product Line and Bidders bidding on the specified Product Line.

No material exceptions will be accepted with final electronic bid submissions received on the Bid Due Date. Any exceptions submitted by Bidder with final electronic bid submission may disqualify the bid from consideration at the sole discretion of the Agency.

Following the award of a Contract to an Awarded Vendor, Agency reserves the right to amend the Terms and Conditions of this Request for Bids with the mutual consent of the Awarded Vendor solely to make non-material changes, correct errors, or craft minor adjustments that would not have had any material effect on any potential bid prior to awards or the results of the bid evaluation process.

IX.7 An Overview of the Bid Form

Completing a bid requires opening an electronic bid form starting from an inbox on the Epylon eCommerce system. Users may work on their bids at any time and save their work as they progress. There are four major components to the bid:

- *Answers to Questions*: If a question is tagged as required, a response must be provided, or the user will get an error message when saving their work. Some questions accept answers with file attachments.
- *Choosing Product Lines to Be Bid:* Bidders may bid upon one, several, or all Product Lines specified by checking a box alongside a Product Line name and description. For every Product Line checked, the Bidder must attach several files alongside that particular Product Line description.
- *Payment Information:* Bidders may choose to pay Bid Evaluation Fees and prospective Bid Award Fees by credit card or by checking account information.
- *Completion of the Pricing Template:* The template is a spreadsheet with three tabs. Bid discount formulas must be entered on the Quote Sheet Tab. Data for calculating bid formulas into effective prices are entered on the Bid Response Tab. More information on filling out the form is located in the Pricing Specification Section.

IX.8 Required Attachments

Some questions prompt Bidders to upload file attachments to the bid form. Attachments must be attached to one of three places on the electronic bid form.

1. Attachments that go alongside the name of each Product Line being bid are:

- Returned Goods Policy
- Statement of Warranties
- Proof-of-Supply Letter
- Ancillary Services Form
- State Selection Form

- Signed Awarded Vendor Agreement
- PEPPM Pricing Template

2. Attachments that go alongside a required question are:

- Reference Forms (containing at least three references)
- Detailed marketing plan
- Any optional files to expand upon an answer to a question
- Leasing information (optional)

3. Attachments that can be uploaded to the Additional Response Information section are:

· Any optional files to provide the Agency more information

IX.9 Marketing Plan

Agency requests that all Awarded Vendors develop a marketing program to promote knowledge of their awarded Contracts by way of activities and media such as printed materials, web-based information, e-mails, advertising, social media, telemarketing, webinars, trade shows, and other commercial avenues of communication. This plan must be described or attached to the bid form in response to a question in the Question Section.

IX.10 Danger of Procrastination

It is in the best interests of Bidders to submit their bids far enough before the Bid Due Date to avoid any hindrances out of the control of the Bidder, eCommerce Consultant or Agency. Such impediments could include, extremely heavy Internet traffic, phone line disruption, busy circuits, unexpected computer outages or weather-related obstacles. Agency assumes no responsibility for impediments out of its control and encourages Bidders to submit early to avoid any possibility their bids may be late.

IX.11 Submission

When Bidders complete their bids, clicking on the Continue button at the bottom of the page enables the Bidders to make one last review of their work before submission. When satisfied, Bidders must click the Submit button to send the bid electronically to the Agency. Once successfully transmitted, the bid will display as "Sent" in the user's inbox.

IX.12 Electronic Signature

In submitting a bid, the person named as the Bidder's representative on the electronic bid form declares that using his/her Username and Password constitute his/her Electronic Signature and that he/she is solely liable for full control and access to the password. Neither the Agency nor eCommerce Consultant has access to the user's password. By submitting the electronic bid form, he/she declares that he/she has the authority to submit the bid to the Agency and to bind his/her company to the Contract, including, without limitation to all Terms and Conditions, final pricing, statements, and all other commitments submitted to Agency.

IX.13 Status of Submitted Bids

After Bidder clicks the Submit button all answers and submissions are locked, encrypted, sealed, and sent to the Agency inbox. The Agency cannot open them until the Bid Opening Date. However, Bidders can access their own submissions to print out a complete and accurate record of their responses precisely as seen by the Agency when the bids can legally be opened.

IX.14 Withdrawal

A bid must be complete and final before a Bidder clicking the Submit button and sending it to the Agency. If a Bidder wishes to withdraw a bid, a Bidder can open their submitted electronic form, scroll to the bottom of the page, and click the Retract Response Button before the Bid Opening Date.

After the bid has been opened, it may not be withdrawn, and the Bidder must supply the awarded Products and ancillary services, if applicable, at the bid price and in accordance with the Terms and Conditions.

IX.15 Receipt and Opening of Bids

Electronically sealed bids must be received by the Bid Due Date. Bids will be electronically unsealed and publicly read at the Bid Opening Date and time. Opening and public reading will consist of PEPPM staff clicking to open the submitted bids in front of any interested members of the public and staff in a public setting.

The Agency reserves the right to reject any or all bids not prepared in accordance with these or the following instructions or to waive any such informalities.

IX.16 Late Bids

The Agency will not consider late bids.

IX.17 Length of Time the Bidder's Offer Is Good For

After the public opening, bids will be evaluated. The Agency will conduct this process as quickly as possible so that award recommendations can be formulated. Bidder's bid, including responses to the RFB, bid formulas discount formulas, and pricing shall be valid and irrevocable for ninety (90) days after the Bid Due Date.

IX.18 Protests

Protests shall be filed with the Agency and shall be resolved following applicable law. A protest must be in writing and must be filed with the Agency. A protest of solicitation must be received at the Agency before the Bid Opening Date. A protest of a proposed award or of an actual award must be filed within ten (10) days after the protester knows or should have known the basis of the objection, and in any event within fifteen (15) days after the board awards the Contract at a public meeting.

A protest must include:

- The name, address, and telephone number of the protester
- The original signature of the protester or its representative

- Identification of the solicitation
- A detailed statement of the legal and factual grounds of protest, including copies of any relevant documents; and the form of relief requested

IX.19 Use of Submitted Documents

Everything submitted by a Bidder as part of a bid may be part of a public record. Bidders should not attach files or information to their bids that contain trade secrets or non-disclosable information. If documents, files, or information submitted are copyrighted, Bidders, by submitting, give the Agency and Eligible Entities a license to reproduce the material as part of bid documentation with the copyright notice as initially provided. Agency shall have the right to reproduce and publish any bid submission information, documents, and files. To the extent allowed by law, it is Agency's policy not to release Bidder's financial information, customer names, or references that, if public, would give an advantage to a competitor or be disadvantageous to a Bidder's business.

IX.20 State Selection Form

Awarded Vendors are obliged to serve all LEAs in Pennsylvania. Although the Agency is bidding primarily on behalf of LEAs, it is the Agency's intent to extend, where feasible, the bid protections and price discounts to LEAs in states other than Pennsylvania, and to Eligible Organizations in Pennsylvania and other states to the extent permitted by law, and with the Awarded Vendor's approval.

Alongside each Product Line listed on the electronic bid form, a Bidder must attach a State Selection

Form, indicating–in addition to Pennsylvania LEAs–which, if any, of the following Eligible Entities, by state, that it will sell to:

- LEAs
- Universities and other higher education agencies
- Local government, municipalities, and other non-education Eligible Entities

X Bid Evaluation and Award Process [Return to Top]

X.1 Qualification for Evaluation

Following Pennsylvania state law and accepted standards for competitive, sealed bidding, the Agency will make awards, in each Product Line category, to the lowest, responsive, responsible Bidder.

X.2 Creation of Contracts

Evaluated bids recommended for award do not become formal Contracts until the Agency's Board of Directors makes the awards and an authorized representative signs the Contracts.

X.3 Bid Evaluation Process

Bids received on time will be evaluated. A high-level overview of the evaluation process is as follows:

- Bids will be evaluated to determine if the Bidder is responsive and that all required attachments and documents are present
- Bidder's responses to questions will be examined to ensure the Bidder is responsible and capable of providing Products to LEAs and other Eligible Organizations under Agency's Terms and Conditions
- Pricing will be compared to competing bids for the same Product Line to rank pricing from lowest to highest
- A low-price Bidder will be identified
- Lowest, responsive bids from responsible Bidders will be recommended for an award

X.4 Rejection of Bids

The Agency reserves the right to accept or reject any bids, or any part thereof or items therein and to waive informalities and/or technicalities, as it deems best to protect its interests. Without limiting the foregoing, the Agency may reject:

- Late bids
- Bids that are non-responsive
- Bids from Bidders deemed not responsible
- Bids in which quoted prices are higher than street prices or are unreasonable compared to other contracts

X.5 Ambiguities

If a bid is responsive but contains ambiguities the Agency may engage in "Clarification." Bidders should submit any requested supplementary information promptly. Failure to respond is grounds for rejection of the bid as non-responsive.

X.6 Evaluation of Responsiveness

Submissions by Bidders must pass a test for responsiveness before the Bidders will be evaluated for responsibility and before the bids will move on to be evaluated for price. The following factors will be evaluated for responsiveness:

Factors related to a vendor's bid as whole:

- ❑ The bid was received on time
- ❑ Banking information for the processing of bids and award fees was present, and funds were properly processed
- ❑ Bid Terms and Conditions were accepted
- ❑ Reference forms for the Bidder were attached from at least three agencies

- ❑ A marketing plan was described in the Question Section of the electronic bid form

Factors related to any Product Line category being bid:

- ❑ Products offered were for the Products specified
- ❑ A signed Awarded Vendor Agreement was attached for each Product Line being bid
- ❑ A returned goods policy for each Product Line was attached
- ❑ A statement of warranties for each Product Line was attached, and if no explicit manufacturer warranty is offered, the attachment informed about the absence of any warranty offering
- ❑ A dated, proof-of-supply document was attached for each Product Line or the Bidder gave evidence it was the manufacturer of the Product Line being bid
- ❑ A State Selection Form was attached alongside any Product Line being bid
- ❑ Quote sheets for each Product Line indicated pricing formulas and a price basis
- ❑ All pricing formulas were represented and correctly applied on the Bid Response Tab of the pricing template
- ❑ Manufacturer SKU numbers were present, accurate, and representative of the Product Line being bid so effective prices could be compared to those of competing Bidders
- ❑ The Bidder attached an Ancillary Services Form spreadsheet to each Product Line being bid or stated in an answer to questions that it was not providing any ancillary services

X.7 Evaluation of Responsibility

Bidders must pass a test for responsibility before its bids will move on to be evaluated for price. The following factors will be evaluated for Bidder responsibility:

- ❑ Provided evidence of a permanent place of business
- ❑ Is not insolvent or involved in bankruptcy
- ❑ Has no known overdue tax liabilities
- ❑ Owes no overdue PEPPM Transaction Fees
- ❑ Certifies it has not colluded in submitting its bid or developing pricing
- ❑ Is not under suspension or debarment or is otherwise lawfully precluded from participating in any public-sector procurement activity

- ❑ Maintains sales representatives or a sales network of resellers, as described on the bid form
- ❑ Has provided positive references from buying agencies or has past PEPPM experience
- ❑ Has given evidence of previous sales in the public sector
- ❑ Deploys system of customer support and service to all chosen Eligible Entities as described on the bid form
- ❑ Complied with any previous or existing PEPPM contracts

X.8 Evaluation of Pricing

Effective pricing of common SKUs from competing, responsive and responsible Bidders will be compared to identify the low-cost Bidder. Awards will be made to the lowest, responsive, responsible Bidder. In the event of tie bids, the winning Bidder will be decided by the flip of a coin or another method of chance selected by Agency.

X.9 Non-Material Deviations

In evaluating bids, the Agency may waive Bidders' minor errors or non-material deviations where no competitive advantage is obtained and the information submitted by a Bidder can lead to a fair award decision among competing bids.

XI Uniform Guidance Requirements [Return to Top]

XI.1 Federal Rules May Apply to Purchases with Grant Funds

When an Eligible Entity seeks to procure goods and services through an Agency Contract using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR § 200 (sometimes referred to as the "Uniform Guidance," "UG" or new "EDGAR"), and Elementary and Secondary School Emergency Relief Fund (sometimes referred to as "ESSER I" or "ESSER II" funds). All Awarded Vendors must agree to comply with certain requirements which may apply to specific purchases using federal grant funds. Eligible Entity must advise Awarded Vendor if an order will utilize funds under a federal grant or contract, in which case Sections XI.1 through XI.18 shall apply.

XI.2 Awarded Vendor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils), as authorized by 41 U.S.C. § 1908, must address administrative, contractual, or legal remedies where contractors violate or breach Contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Awarded Vendor default are included in the

Contract Documents. Any Contract award will be subject to such Contract Documents. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

XI.3 Termination for Cause or Convenience

For any purchase or contract more than $10,000 made using federal funds, the Awarded Vendor agrees that the following term and condition shall apply:

The Eligible Entity may terminate or cancel any Purchase Order under the Contract at any time, without cause, by providing seven (7) business days advance written notice to the Awarded Vendor. If this Agreement is terminated for convenience in accordance with this paragraph, the Eligible Entity shall only be required to pay Awarded Vendor for goods or services delivered to the Eligible Entity before the termination and not otherwise returned in accordance with Awarded Vendor's return policy. If the Eligible Entity has paid the Awarded Vendor for goods or services not yet provided as of the date of termination, the Awarded Vendor shall immediately refund such payment(s).

The Eligible Entity may terminate or cancel any Purchase Order under the Contract with cause pursuant to Section XIII.6.

XI.4 Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all Eligible Entity purchases or Contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR § 60-1.4(b) is hereby incorporated by reference. The Awarded Vendor agrees that such provision applies to any Eligible Entity purchase or Contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and the Awarded Vendor agrees that it shall comply with such provision.

XI.5 Davis-Bacon Act

When required by federal program legislation, the Awarded Vendor agrees that, for all Eligible Entity prime construction Contracts/purchases more than $2,000, the Awarded Vendor shall comply with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Awarded Vendor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, the Awarded Vendor shall pay wages not less than once a week.

Current Prevailing Wage determinations issued by the Department of Labor are available at http://www.wdol.gov.

The Awarded Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Awarded Vendor is conditioned upon the Awarded Vendor's acceptance of the wage determination. The Awarded Vendor further agrees that it shall also comply with the Copeland "AntiKickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

XI.6 Contract Work Hours and Safety Standards Act

Where applicable, for all Eligible Entity Contracts or purchases more than $100,000 that involve the employment of mechanics or laborers, the Awarded Vendor agrees to comply with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, the Awarded Vendor must compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or Contracts for transportation or transmission of intelligence.

XI.7 Rights to Inventions Made Under a Contract or Agreement

If the Eligible Entity's federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. The Awarded Vendor agrees to comply with the above requirements when applicable, but expressly retains as much of the entire right, title, and interest throughout the world to each subject invention as allowed by applicable law.

XI.8 Clean Air Act and Federal Water Pollution Contract Act

Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. § 12511387), as amended–Contracts and sub-grants of amounts more than

$150,000 must contain a provision that requires the non-federal award to comply with all standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, the Awarded Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

XI.9 Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)–A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235),

"Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, and parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Awarded Vendor certifies that the Awarded Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Awarded Vendor further agrees to immediately notify the Eligible Entity with pending purchases or seeking to purchase from the Awarded Vendor if the Awarded Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

XI.10 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)–Bidders who bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. As applicable, Bidders agree to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

XI.11 Procurement of Recovered Materials

For Eligible Entity's purchases utilizing federal funds, the Awarded Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as the district may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the

EPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XI.12 Profit as a Separate Element of Price

For purchases using federal funds more than $250,000, the Eligible Entity may be required to negotiate profit as a separate element of the price. See, 2 CFR § 200.324(b). When the Eligible Entity makes a reasonable determination that such information is required by law, the Awarded Vendor agrees to provide information and negotiate with the Eligible Entity regarding profit as a separate element of the price for a particular purchase. However, the Awarded Vendor agrees that the total price, including profit, charged by the Awarded Vendor to the Eligible Entity shall not exceed the awarded pricing.

XI.13 Bonding Requirements

Pursuant to 2 CFR § 326, the Agency requires applicable bid security, performance, and payment bonds on construction projects. As such, for construction or facility improvement Contracts or subcontracts exceeding the simplified acquisition threshold currently set at $250,000, the federal awarding agency or pass-through entity may accept the bonding policy and requirements of the Eligible Entity, provided that the federal awarding agency or pass-through entity has made a determination that the federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- A bid guarantee from each Bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Bidder will, upon acceptance of the bid, execute such contractual documents as required within the time specified.
- A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XI.14 Not-To-Exceed Price

If requested by the Eligible Entity, on any Contract based on time and materials, the Awarded Vendor shall set a ceiling price that the Awarded Vendor exceeds at its own risk pursuant to 2 CFR § 200.318(j).

XI.15 Contracting with Historically Under-Utilized Businesses

The Awarded Vendor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation
  lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in the foregoing bulleted items of this Section.

XI.16 Equivalent Products

Comparable (Alternate) Products: Where the specification states a named Product followed by "or equal," an alternate or comparable Product may be bid; however, the burden is on the Bidder to provide evidence that a proposed alternate meets or exceeds the Agency specified named Product and its attributes and that it provides an equal or better warranty. If comparable Product(s) are proposed in the bid, the Bidder must provide a detailed comparison for each to include a list of all the significant qualities of the Product named in the Specification and those of the proposed alternate Product(s). Significant qualities include attributes such as performance, weight, size, durability, visual effect and specific features and requirements indicated. The Agency reserves the right to reject proposed alternate Products if it does not consider them equal to or better than the named Product in the specification. Note: Where a Product equivalent is being offered for an E-rate Product, Section VI.18 shall control.

Substitutions for Cause: An Awarded Vendor may only propose substitutions pursuant to a Purchase Order submitted by a purchasing Eligible Entity in the event of unavailability of Product, regulatory changes, or unavailability of required warranty terms. The Awarded Vendor must notify both the Agency and the purchasing Eligible Entity of all substitutions for cause with full documentation at least thirty (30) working days before the commencement of work. All documentation must demonstrate that the proposed substitution is equal to or better than the specified Product on all physical and in-service attributes and warranty provisions and can be implemented by subcontractors as necessary without disruption to the project. The purchasing Eligible Entity must approve all substitutions. The Eligible Entity reserves the right to reject proposed alternate Products if it does not consider them equal to or better than the named Product in the specification.

Substitutions for Convenience: Bidders may not propose substitutions for convenience.

XI.17 Preference for American Made Materials

Awarded Vendor should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, Products, or materials produced in the United States, when possible in connection with any services provided to the Eligible Entity.

XI.18 General Compliance and Cooperation with Eligible Entity

In addition to the foregoing specific requirements, the Awarded Vendor agrees, in accepting any Purchase Order or Contract from the Eligible Entity, it shall make a good-faith effort to work with the Eligible Entity to provide such information and to satisfy such requirements as may apply to the Eligible Entity's purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements and Contract cost and price analyses required under the Uniform Grant Guidance.

For example, the Eligible Entity must perform a cost or price analysis in connection with every procurement action more than $250,000, including Contract modifications. Such a cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price without looking at the individual cost elements. Thus, the Awarded Vendor agrees to make a good-faith effort to work with the Eligible Entity to complete such a cost or price analysis to comply with law.

XII Post-Award Requirements [Return to Top]

XII.1 Audit Requirements

Agency reserves the right to ask Awarded Vendors or Authorized Resellers for proof of correct bid-price posting, quoting, and invoicing. From time to time, Agency will conduct spot checks or hire a third-party accounting firm to statistically sample records to verify the integrity of PEPPM posted pricing and invoiced sales. Therefore, Awarded Vendors are required to:

- Maintain standard business records for at least three years following any sale or payment
- Store underlying cost-data for pricing if they have bid under a Markup-over-Cost method
- Keep a record of an underlying price-list basis if they have bid under a Discount-from-List method
- Cooperate with PEPPM staff or auditors for any request for records to sample or verify any of their posted pricing or invoiced sales

XII.2 Minimum Sales

While Agency does not guarantee any minimum sales, Awarded Vendors are expected to achieve at least $5,000 sales per quarter for each awarded Product Line. When an Awarded Vendor fails to meet a quarterly threshold, Agency may contact the company to obtain a progress report of sales in its pipeline, identify obstacles to sales, or suggest enhanced marketing to PEPPM customers.

XII.3 Contact and Ordering Instructions

PEPPM will send newly Awarded Vendors an email with instructions on how to complete a standard template for Buyer Ordering Instructions. Awarded Vendors must fill out and return the document in Microsoft Word format for every Product Line awarded. The instructions will give Eligible Entities advice on how to fill out their Purchase Orders, whom to contact, and what resellers, if any, are authorized to sell under the Contract.

Ordering Instructions must be updated whenever an Awarded Vendor's information changes, especially when contact information changes or when resellers are added or removed.

XII.4 Price Lists

Awarded Vendors are required to submit price-list spreadsheets, as prescribed in an Agency template. Data presented should include line items for both physical Products and intangible Products. The Agency will provide specific directions in an email notice to newly Awarded Vendors.

Submitted data will be transferred by Agency to electronic catalogs on PEPPM.org and other eCommerce systems. The data will showcase bid-protected Products to Eligible Entities to foster purchases.

Vendor's spreadsheet contents must be written so buyers can easily find and identify Products under Contract. Data that includes abbreviations or lacks keyword descriptions will be disadvantaged compared to other competitor's items covered by another PEPPM Contract.

Agency and its eCommerce Consultant reserve the right to use a third-party content provider to describe or expand upon Product descriptions provided by an Awarded Vendor.

XII.5 Pricing Updates

PEPPM pricing is dynamic, in that formulas accepted from Awarded Vendors are based on discounts from a commercially available price list or a Markup-over-Cost. Therefore, prices may change frequently. Awarded Vendors are required to send PEPPM updated prices whenever their price basis changes. PEPPM will accept updated price lists as often as once per week.

Awarded Vendors must either provide PEPPM a "valid-through" date for posting or certify every five weeks by email that its prices are current.

XII.6 Semi-Annual Reconciliation Reports

Awarded Vendors and their Authorized Resellers must submit a Sales Reconciliation Report to PEPPM twice a year, once for the period January through June, and the second for the period July through December. Reports are due July 30 and January 31, respectively, or on the following business day when the due date falls on a weekend or designated holiday.

Sales Reconciliation Reports based on an official PEPPM template must detail any PEPPM-related sales not covered on monthly invoices. Awarded Vendors who have been granted permission for selfreporting are not subject to the requirement.

XII.7 Specials and Promotions

During the term of its Contract, an Awarded Vendor may offer specials and promotions that may be posted on PEPPM.org.

XII.8 Leasing Information

Awarded Vendors may allow Eligible Entities to enter into rental, lease, or lease purchase agreements, provided that such agreements comply with Agency's state statutes and State Department of Education policies, rules, and regulations, and any state-specific laws and regulations applicable to Eligible Entities in other states. Awarded Vendor agrees that leases will comply with the Uniform Commercial Code for the state in which the Eligible Entity is from.

Agency will not collect lease payments or be involved in the terms and conditions of the lease.

Awarded Vendor must indicate in its terms and conditions if the shipping costs for the return of leased or rented equipment are the responsibility of the Eligible Entity, and what that cost will be. No sale or assignment of a lease contract to a third party will be made without first informing Agency and the Eligible Entity of the sale or assignment. If an Awarded Vendor sells or assigns a lease contract to a third party, the cost of return must not be greater than the cost of return to the original Awarded Vendor.

Awarded Vendors providing lease or rental opportunities must submit a file detailing lease arrangements available to Eligible Entities. PEPPM will post the information on the PEPPM website. (Awarded Vendor shall be required to provide such information electronically such as Microsoft Word or Adobe PDF document.) If the Awarded Vendor changes their terms and conditions during the term of the Agency Contract, the new document must be filed with PEPPM for archiving and posting.

Lease or rental proposals to Eligible Entities under the Agency Contract must clearly demonstrate that the base price of the equipment and services in the lease or rental proposal was derived using the PEPPM bid-discounted-pricing or better. The Eligible Entity shall submit a copy of all leasing documents, any associated PEPPM quotes and any other Awarded Vendor required document(s) with a Purchase Order or letter of intent to lease provided on school or agency letterhead and signed.

Awarded Vendor may use a state procurement agency-approved lease agreement terms and conditions or may substitute its own leasing terms and conditions with the approval of the Eligible Entity.

Any financing arrangements (including lease purchasing arrangements) will be made directly between an Eligible Entity and the Awarded Vendor or applicable lender. Financing arrangements may be subject to additional laws, rules, and regulations, terms and conditions not described in this document and are subject to separate negotiation with each Eligible Entity interested in such an arrangement. Each Eligible Entity should seek its own legal advice before entering into a financing arrangement. All financing arrangements are between the Eligible Entity and the Awarded Vendor or the lender only, and Agency will not be involved in any way.

XII.9 Contract Promotion, Advertising, and Marketing

An Awarded Vendor shall not advertise or publish information concerning an award or Contract before an announcement being made by the Agency. However, after the Agency signs and announces new Contracts, an Awarded Vendor may make truthful and accurate marketing statements regarding its Agency awards.

Before an Awarded Vendor issues a press release about its Contracts, the Agency must give prior approval.

To Awarded Vendors for the term of its Contract, Agency extends a license to use the PEPPM logo on the vendor's website and in marketing collateral. Advance permission and review are required. However, the Agency may cause the Awarded Vendor to recall any collateral or any use of the PEPPM logo not in conformance with guidelines, untruthful, or inaccurate.

For each awarded Product Line, Awarded Vendors are required to carry out marketing plans as specified in their bid submissions. At any time, PEPPM may telephone or email an Awarded Vendor for a progress report and evidence of activities conducted under their marketing plans.

XII.10 Request for Voluntary Discounts and Promotions

Awarded Vendors are required to provide an answer, even if no, to requests from LEAs for voluntary, additional discounts or volume discounts—in particular, from any requests deriving from the Agency or eCommerce Consultant's websites. When extending an optional discount, the Awarded Vendor is not obligated to provide a similar or equal discount to another LEA, unless required by federal E-rate Lowest Corresponding Price rules.

XII.11 Punchout Functionality

By default, the Products to be sold by Awarded Vendors will be listed in a hosted marketplace at www.PEPPM.org and other affiliated websites. However, an Awarded Vendor may petition Agency, by email, for a Punchout technology solution. Under this arrangement, a vendor would host its Products on its own website and provide necessary data back to

PEPPM to ensure compliance with its Contract with the Agency. Before approval, an Awarded Vendor must demonstrate its ability to meet standards set by Agency and its eCommerce Consultant, which are available upon request. Permissions are granted at Agency's sole discretion.

XII.12 Training of the Sales Force and Authorized Resellers

Awarded Vendor is responsible to inform and train its sales force and Authorized Resellers on the use of its Agency Contracts for sales under Agency's bid-protection provisions.

XII.13 Contract Extension

Agency reserves the right to extend any bid award beyond the Contract Term, for a period of up to one year. The extension of any awarded bid will be optional upon the agreement of the Agency and the Awarded Vendor.

The Agency reserves the right to offer month-by-month extensions until a new Contract is awarded. These month-by-month extensions of the awarded Contract will be optional upon the agreement of the Agency and the Awarded Vendor.

Agency requires a Contract extension fee of $200 USD for a one-year extension per Product Line. The Contract extension fee may be prorated by Agency for any extensions less than one year.

XIII Other Terms and Conditions [Return to Top]

XIII.1 Entire Agreement

The Contract will represent the complete Agreement between the Agency and the Awarded Vendor, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections, or additions to the Contract shall be in writing in the form of an amendment signed by Agency and Awarded Vendor (and the eCommerce Consultant if the eCommerce Consultant is a necessary party).

The Purchase Order will represent the complete Agreement between the Eligible Entity and the Awarded Vendor, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections, or additions to the Purchase Order shall be in writing in the form of an amendment signed by Eligible Entity and Awarded Vendor.

XIII.2 Default Related to the Contract

The Agency or Eligible Entity may, subject to the provisions of Force Majeure, and in addition to its other rights under the Contract or Purchase Order, at law or in equity, declare the Awarded Vendor in default by written notice thereof to the Awarded Vendor, and terminate the whole or any part of the Contract (including, without limitation, for one or more states) or Purchase Order for any of the following reasons:

- Failure to deliver the awarded item(s) within the time period specified under a Purchase Order or as otherwise specified

- Improper delivery
- Failure to provide an item in conformance with the specifications referenced in the Request for Bids
- Delivery of a defective item, where such defect is not cured subject to VII.15
- Failure or refusal to remove and replace any item(s) rejected as defective or nonconforming within fifteen (15) days after notification
- Insolvency
- Assignment made for the benefit of creditors
- Failure to protect, to repair, or to make good any damage or injury to property as required by the Contract
- Breach of any provision, term, or condition of the Contract or Purchase Order, or failure to perform any obligation, requirement, covenant or condition of the Contract or Purchase Order if such breach, violation, non-compliance, or failure of performance is not cured within thirty (30) days of receipt of written notice thereof
- Failure to make progress in the performance of the Contract or Purchase Order and/or giving Agency or Eligible Entity reason to believe that Awarded Vendor will not or cannot perform to the requirements of the Contract or Purchase Order, if such failure is not cured within thirty (30) days of receipt of written notice thereof
- Failure to pay Transaction Fees when due
- Failure to follow the established procedure for Purchase Orders, invoices and receipt of funds as stipulated by the Agency and/or Eligible Entity
- Failure to maintain its baseline catalog online
- Failure to update prices
- Nonperformance in sales
- Failure to meet E-rate Program Compliance requirements including suspension or debarment
- Suspension or Debarment during the term of the Contract
- The Awarded Vendor or Authorized Reseller is debarred or suspended or otherwise lawfully precluded from participating in any public-sector procurement activity
- The Awarded Vendor, Authorized Reseller, or awarded Product Line has been identified by the U.S. Government as posing a national security threat to the integrity of communications networks or the communications supply chain

XIII.3 Default Related to the Purchase Order

The Eligible Entity may, subject to the provisions of Force Majeure, and in addition to its other rights under the Purchase Order, at law or in equity, declare the Awarded Vendor in default by written notice of it to the Awarded Vendor, and terminate the whole or any part of a Purchase Order for any of the following reasons:

- Failure to deliver the awarded item(s) within the time period specified on the Purchase Order or as otherwise specified
- Improper delivery

- Failure to provide an item in conformance with the specifications referenced in the Request for Bids
- Delivery of a defective item, where such defect is not cured subject to VII.15
- Failure or refusal to remove and replace any item(s) rejected as defective or nonconforming within fifteen (15) days after notification
- Insolvency
- Assignment made for the benefit of creditors
- Failure to protect, to repair, or to make good any damage or injury to property as required by the Contract
- Breach of any provision of the Purchase Order
- Failure to adequately perform the services set forth in the Purchase Order
- Failure to make progress in the performance of the Purchase Order and/or giving LEA reason to believe that Awarded Vendor will not or cannot perform to the requirements of the Purchase Order · Failure to observe any of the Terms and Conditions of the Contract or Purchase Order
- Failure to follow the established procedure for Purchase Orders, invoices and receipt of funds as stipulated by the Eligible Entity
- Suspension or Debarment occurring during the term of the Purchase Order
- The Awarded Vendor, Authorized Reseller, or awarded Product Line has been identified by the U.S. Government as posing a national security threat to the integrity of communications networks or the communications supply chain

If the Eligible Entity terminates the Purchase Order in whole or in part as provided above, the Eligible Entity may procure, upon such terms and in such manner as it determines, any Products similar or identical with the Products so terminated.

If the Purchase Order is terminated as provided in above, the Eligible Entity, in addition to any other rights provided in this paragraph, may require the Awarded Vendor to transfer title and deliver immediately to the Eligible Entity in the manner and to the extent directed by the Eligible Entity, any partially manufactured or delivered Products as the Awarded Vendor has specifically produced or specifically acquired for the performance of the Purchase Order as has been terminated. Except as provided below, payment for any partially manufactured or delivered Products accepted by the Eligible Entity shall be in an amount agreed upon by the Awarded Vendor and Eligible Entity. The Eligible Entity may withhold from amounts otherwise due the Awarded Vendor for any partially manufactured or delivered Products, such sum as the Eligible Entity reasonably determines to be necessary to protect the Eligible Entity against loss due to the Awarded Vendor's default.

XIII.4 Remedies

The rights and remedies of the Agency or Eligible Entity provided in these Terms and Conditions shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or under the Contract or Purchase Order.

The Agency's or Eligible Entity's failure to exercise any rights or remedies provided in these Terms and Conditions, at law, in equity, or under the Contract or Purchase Order shall not be construed to be a waiver by the Agency or Eligible Entity of its rights and remedies in regard to the event of default or any succeeding event of default.

If an Eligible Entity has an administrative dispute resolution process mandated by law, the Awarded Vendor agrees to adhere to such process.

XIII.5 Force Majeure

Neither party to the Contract or a Purchase Order will incur any liability to the other if its performance of any obligation pursuant to the Contract or Purchase Order, as applicable, is prevented or delayed by causes beyond its reasonable control and without the fault or negligence of such party. Causes beyond a party's reasonable control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Awarded Vendor shall notify the Agency regarding obligations pursuant to the Contract or the Eligible Entity regarding obligations pursuant to the Purchase Order orally within five (5) business days and in writing within ten (10) business days of the date on which the Awarded Vendor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall:

- Describe fully such cause(s) and its effect on performance
- State whether performance under the Contract or Purchase Order, as applicable, is prevented or delayed, and
- If performance is delayed, state a reasonable estimate of the duration of the delay if the nature of the Force Majeure event does not prevent Awarded Vendor from reasonably making such estimation.

The Awarded Vendor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce within ten (10) business days of Agency's or Eligible Entity's written request such supporting documentation as the Agency or Eligible Entity may reasonably request. After receipt of such notification, the Agency or Eligible Entity may elect either to cancel the Contract or Purchase Order, as applicable, or to extend the time for performance as reasonably necessary to compensate for the Awarded Vendor's delay.

In the event of a declared emergency by competent governmental authorities, the Eligible Entity by notice to the Awarded Vendor, may suspend all or a portion of the Purchase Order, and resume activities when the suspension ends, including making any delayed payments resulting from the suspension.

XIII.6 Termination of Purchase Order

In addition to the other rights of termination set forth in this RFB, the Eligible Entity has the right to terminate a Purchase Order for the following reasons. Termination shall be effective upon written notice to the Awarded Vendor.

- Termination for Cause: The Eligible Entity shall have the right to terminate a Purchase Order for Awarded Vendor default upon written notice to the Awarded Vendor unless the Awarded Vendor promptly commences a cure of its default and diligently and completely cures its default within thirty (30) days after receipt of the Eligible Entity's notice of default. Notwithstanding any termination for cause, the Awarded Vendor shall be paid for work satisfactorily completed before the Effective Date of the termination, less the Eligible Entity's damages due to the Awarded Vendor's default.

Non-Appropriation: If the Eligible Entity purchasing from the Awarded Vendor or an Authorized Reseller is a state or local agency under laws of the state applicable to such Eligible Entity (*e.g.,* Pennsylvania State System of Higher Education (PASSHE) members under Pennsylvania law), the Eligible Entity's obligation to make payments during any agency fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Eligible Entity shall have the right to terminate the Purchase Order (including any applicable lease). In such event, Eligible Entity must: (1) certify that its governing body did not appropriate funds for the applicable fiscal year; (2) certify that the canceled equipment is not being replaced by similar equipment or equipment performing similar functions during the ensuing fiscal year; and (3) return the equipment to Awarded Vendor, free from all liens and encumbrances, in good condition to a location designated by the Awarded Vendor (which location must be within the Eligible Entity's state, if so requested by Eligible Entity), whereupon Eligible Entity will be released from its obligations to make any further payments to Awarded Vendor, with Awarded Vendor retaining sums paid to date.

XIII.7 Termination of Contract

In addition to the other rights of termination expressly set forth in this RFB, the Agency shall have the right to terminate the Contract, in whole or in part, without penalty, for Agency's convenience upon thirty (30) days written notice to the Awarded Vendor, and upon receipt of said notice, the parties shall have no further obligations to each other (except for those obligations that expressly survive the termination of this Contract).

At any time, the Agency reserves the right to review the Awarded Vendor's performance of Contract responsibilities with the possibility of cancellation of the whole or any part of this Contract due to failure by the Awarded Vendor to carry out any obligation, term or condition. The Agency may, but is not obligated to, follow the following procedure:

- Step 1: Issue a warning Letter of Concern outlining the violations and length of time to correct the problems
- Step 2: Issue a letter of intent to cancel Contract, if the problems are not resolved by a given date · Step 3: Issue letter to cancel Contract

Upon receipt of the written Letter of Concern, the Awarded Vendor shall have ten (10) business days to provide a satisfactory response to Agency detailing how Awarded Vendor intends to address Agency's concerns. Failure on the part of the Awarded Vendor to address adequately all issues of concern may result in Contract cancellation.

If termination of the Awarded Vendor Contract by Agency occurs, each Purchase Order then in effect shall remain in full force and effect until the end of its scheduled term and shall be governed by the Terms and Conditions of the Contract and Purchase Order as if the Contract were still in effect. No new Purchase Orders shall be entered into after the Effective Date of the termination of the Contract.

XIII.8 Assignability and Subcontracting

The Contract and Purchase Order shall be binding upon the parties and their respective successors and assigns.

The Awarded Vendor shall not subcontract with any person or entity to perform all or substantially all of the work to be performed under the Contract or a Purchase Order, without notifying the Agency and Eligible Entity, as applicable. Using delivery/removal carriers does not constitute subcontracting. Awarded Vendor may use subcontractors regularly retained by Awarded Vendor in the ordinary course of business to perform cost, freight, and insurance, custom factory integration, warranty, break/fix, administrative and back office services, provided such subcontractors shall not have access to Eligible Entity's confidential information other than billing and contact information, and Awarded Vendor shall indemnify and hold harmless Agency and Eligible Entity from any claims, penalties, damages, and expenses of any nature (including attorneys' fees and costs) arising out of or relating to such subcontractors.

The Awarded Vendor may not assign, in whole or in part, the Contract or any Purchase Order or its rights, duties, obligations, or responsibilities thereunder without the prior written consent of the Agency and Eligible Entity, as applicable, which consent shall not be unreasonably withheld, conditioned, or delayed.

For the purposes of the Contract and Purchase Order, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of a majority ownership interest in the Awarded Vendor provided that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

Any assignment consented to by Agency or Eligible Entity shall be evidenced by a written assignment agreement executed by the Awarded Vendor and its assignee in which the assignee agrees to be legally bound by the Terms and Conditions of the Contract or Purchase Order, as applicable, and to assume the duties, obligations, and responsibilities being assigned. Unless the Agency or Eligible Entity has consented to an assignment and agreed in writing to release the assignor from liability under the Contract or Purchase Order, no assignment shall release the Awarded Vendor from liability under the Contract or Purchase Order.

A change of name by the Awarded Vendor, following which the Awarded Vendor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Awarded Vendor shall give the Agency and any Eligible Entities holding outstanding Purchase Orders written notice of any such change of name.

Notwithstanding the foregoing, the Awarded Vendor may, without the consent of the Eligible Entity, assign the Agreement to a successor entity in connection with a merger, consolidation or dissolution of all or substantially all of Awarded Vendor's assets or business, provided that Awarded Vendor's successor entity assumes in writing all of Awarded Vendor's obligations under this Agreement and agrees in writing to be bound by this Agreement, assign its rights to payment to be received pursuant to the Purchase Order, provided that the Awarded Vendor provides written notice of such assignment to the Eligible Entity together with a written acknowledgment from the assignee that any such payments are subject to the Terms and Conditions of the Purchase Order.

Further, notwithstanding the foregoing, the Awarded Vendor may, without the consent of Agency or Eligible Entity, assign leases to a third party for the purposes of securitization or factoring.

XIII.9 Intellectual Property Indemnity

Awarded Vendor shall defend, indemnify and hold harmless the Agency and Eligible Entity (collectively, "Indemnities") from and against all claims, damages, losses and expenses, including without limitation reasonable attorney's fees and legal costs, that Indemnities incur as a result of any third-party claims, demands, or actions arising out of or resulting from a claim or allegation that any Products provided by Awarded Vendor in connection with the Contract or a Purchase Order ("Covered Product") infringe upon or misappropriate any patent, copyright, trademark, trade secret or other intellectual property right of any third party enforceable in the United States (each a "Covered Claim"). Awarded Vendor shall have no obligation for Covered Claims to the extent they are caused by: (i) the combination of a Covered Product with third-party Products with which such Covered Product was not intended to be used; (ii) the unauthorized modification of a Covered Product; (iii) the use of a Covered Product for a purpose or in a manner for which such Covered Product was not designed; or (vi) the use of a Covered Product after Awarded Vendor has informed Eligible Entity of modifications or changes to the Covered Product that do not result in a material loss of functionality and that are required to avoid such Covered Claim, and has offered to promptly implement such modifications or changes free of charge, if such Covered Claim would have been avoided by implementation of such modifications or changes. To obtain the benefit of the foregoing indemnification, Indemnitees must (a) promptly notify Awarded Vendor of a Covered Claim; (b) provide Awarded Vendor with such reasonable assistance as Awarded Vendor reasonably requires from time to time, provided Awarded Vendor shall pay for all Indemnitees' out of pocket costs; and (c) give Awarded Vendor full control of the defense and settlement of the Covered Claim, provided that no settlement shall require an admission of guilt from Indemnitees or the payment of any amount not indemnified for hereunder. If a Covered Claim is made, or in Awarded Vendor's opinion is likely to occur, Awarded Vendor, at its sole discretion and expense, may perform one of the following: (a) use its reasonable endeavors to procure for Indemnitees the right to continue using the Covered Products; (b) use its reasonable endeavors to replace or modify the Covered Products so they become non-infringing, without material loss of functionality; or (c) if neither (a) or (b) are practicably available to Awarded Vendor acting reasonably, reimburse to Indemnitees all prepaid amounts, and reimburse Indemnitees for the total cost of such Covered Products depreciated on a straight-line basis over a period of five years.. This Section states the exclusive and entire liability of Awarded Vendor to Indemnitees for Covered Claims and the obligations of Awarded Vendor hereunder shall survive termination of the Contract or Purchase Order.

XIII.10 Indemnification

To the fullest extent allowed by law, the Awarded Vendor shall indemnify and hold harmless the Agency and Eligible Entity from and against all claims, damages, losses and expenses, including without limitation reasonable attorney's fees and legal costs that Agency or Eligible Entity incur as a result of any third-party claims, demands, or actions arising out of or resulting from the Awarded Vendor's actual or alleged negligence, willful misconduct, or breach of the Contract or a Purchase Order.

This includes, without limitation, claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, caused in whole or in part by acts or omissions or negligence of the Awarded Vendor, its Authorized Resellers, anyone directly employed by them, or anyone for whose actions they are held to be legally liable.

The indemnification obligations under the Contract and Purchase Order shall not be limited by amount or type of damages, compensation, or benefits payable by or for the Awarded Vendor or Authorized Reseller under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Further, nothing in these indemnification provisions are intended to waive or extinguish the immunity protections of Agency or Eligible Entity, its agents or employees as set forth in Pennsylvania's Political Subdivision Torts Claims Act or other similar state or federal laws or constitutional provisions. Awarded Vendor's indemnity obligations shall be in addition to any insurance requirements under the Contract or Purchase Order. The obligations shall survive the expiration or earlier termination of the Contract or Purchase Order.

XIII.11 Limits of Awarded Vendor Liability

The Awarded Vendor's liability to Agency under the Contract shall be limited to the greater of $3,000,000 or two times the total amount ordered by all Eligible Entities from Awarded Vendor during the 12-month period preceding the date that the dispute first arose. The Awarded Vendor's liability to any Eligible Entity under all Purchase Orders shall be limited to the greater of $500,000 or two times the total amount ordered by such Eligible Entity from Awarded Vendor during the 12-month period preceding the date that the dispute first arose.

Unless stated otherwise in this Section, this limitation will apply regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not apply, however, to damages for bodily injury (including death) or damage to real property or tangible personal property for which the Awarded Vendor is legally liable. Nor will the limitation apply to the Awarded Vendor's intellectual property indemnity — subject, however, to the disclaimer of any consequential damages and other related categories of damages as set forth elsewhere in this Section. In no event shall Awarded Vendor, Agency or any Eligible Entity be liable for any special, indirect, incidental, exemplary, reliance, consequential or punitive damages, or loss of profits or revenue, whether based on breach of Contract, tort (including negligence), Product liability or otherwise.

XIII.12 Governing Law; Jurisdiction and Venue, and Severability

The Agreement between the Agency and the Awarded Vendor and its Authorized Resellers will be governed and construed in the courts with the laws of the Commonwealth of Pennsylvania without giving effect to its conflict-of-laws' provisions. Claimants submit to the exclusive jurisdiction of the courts of the state of Pennsylvania and any United States courts located within Agency's jurisdiction for purposes of any and all litigation arising out of or relating to this Agreement or the use of the PEPPM website, more particularly, the Court of Common Pleas of Union County or the United States District Court for the Middle District of Pennsylvania. Claimants waive any objections to the forum of Pennsylvania for lack of venue, *forum non-conveniens*, or any other jurisdictional ground.

When claims, disputes, or other matters arise between an Eligible Entity and an Awarded Vendor, the Agreement or Purchase Order shall be governed, construed, and enforced in the courts and under the laws of the state, district, or territory in which the Eligible Entity is located. Again, claimants waive any objections to the forum of the respective Eligible Entity for lack of venue, *forum non-conveniens*, or any other jurisdictional ground.

Should any term of the Contract or Purchase Order be rendered unlawful by a court of competent jurisdiction or any legislative act, then the parties shall give effect to the balance of the Contract or Purchase Order to the extent possible. If such invalidity shall be caused by the length of any period of time set forth in any part of the Contract or Purchase Order, such period of time shall be considered to be reduced or increased, as necessary, to a period which would cure such invalidity.

XIII.13 Rights of Eligible Entities

The rights and remedies of the Agency and Eligible Entities provided in these Terms and Conditions shall not be exclusive and are in addition to any other rights and remedies provided by law, at equity, under the Contract and any Purchase Order.

XIII.14 Legal Notices

All notices explicitly or implicitly required by the Contract or Purchase Order shall be delivered by certified mail or other commercial carrier offering proof of delivery to the parties at the address referred to in the Awarded Vendor Agreement or Purchase Order. Unless proven to the contrary by the recipient, notice shall be considered received no more than two (2) business days after its postmark by the postal service or proof of delivery by a commercial carrier.

XIII.15 Binding Nature and Survival

The Contract and each Purchase Order shall bind and inure to the benefit of the respective parties thereto and their respective successors and assigns. It is understood and agreed, whether or not specifically provided herein, any provision of the Contract or Purchase Order, which by its nature and effect is required to be observed, kept, or performed after the expiration or termination of the Contract or Purchase Order shall survive the expiration or termination of the Contract or Purchase Order.

XIII.16 eCommerce Consultant Contract Termination

If the contract between Agency and the eCommerce Consultant is terminated by either Agency or the eCommerce Consultant, the Agency may either engage a new eCommerce Consultant to provide an eCommerce system, or the Agency may provide its own eCommerce system. The Agency will notify the Awarded Vendors and Eligible Entities of any change in the eCommerce Consultant and eCommerce system, including, without limitation, any new fax numbers, website addresses, email addresses, changes in eCommerce system software, and changes in any eCommerce processes and procedures.

The Agency will endeavor to provide Awarded Vendors and Eligible Entities with adequate notice of any change in the eCommerce Consultant and eCommerce system to ensure a smooth transition. Awarded Vendors and Eligible Entities will need to use the new eCommerce Consultant and eCommerce system to have continued access to Agency Contracts and PEPPM bid protection.

Awarded Vendors (and their Authorized Resellers) will need to execute new eCommerce Merchant Agreements and Nondisclosure Agreements (if applicable) with the new eCommerce Consultant (whether a third party or Agency), provided such agreements are reasonably acceptable to Awarded Vendor. The Awarded Vendor shall have twenty (20) workdays after receipt of the new agreements to sign and return the agreements to continue their Agency Contracts and shall cause their Authorized Resellers to do the same. If the Awarded Vendor does not sign and return the agreements within the 20-day time period, the Agency may terminate the Awarded Vendor's Agency Contract upon at least ten (10) days prior written notice. If an Authorized Reseller does not sign and return the agreements within the 20-day time period, such Authorized Reseller will no longer be an Authorized Reseller under the Agency Contract.

There will be no increase in the Transaction Fee as a result in the change in the eCommerce Consultant (whether a third party or Agency). If Agency establishes a contract with another eCommerce Consultant or develops its own ecommerce system for publishing Contract information, receiving and processing orders and collecting Transaction Fees, Agency reserves the right to collect the original Transaction Fee.

XIII.17 Copyright

This Request for Bids, its Terms and Conditions, the electronic bid form, and all attachments are copyrighted by Agency and the Epylon Corporation (©2022, CSIU & Epylon).

[END]

Exhibit B: PEPPM Program Reseller Account Profile Form

PEPPM COOPERATIVE PURCHASING

epylon

PEPPM Program
Reseller Account Profile Form

NOTE – As a reseller for a PEPPM contract, you are responsible for adhering to the PEPPM contract terms and conditions. This includes the 1.75% transaction fee unless the Awarded Vendor has agreed to pay it.
Awarded vendors are responsible for explaining the terms and conditions of the contract to their resellers.

Company Information	
Company Name	
Address1	
Address2	
City	
State/Province	
Zip Code	
Company Phone	
Company Fax	
Federal Tax ID Number	
Dun & Bradstreet # (DUNS)	
Company Website Address	
Company Description	
Awarded vendor(s) designating your company as an authorized reseller	

Contract Administrator or Main Business Contact	
This contact should understand the PEPPM Program and Epylon's role. This contact will be the recipient for quarterly sales reports and Program updates. This contact will have an Epylon account and will be able to add new users (such as a backup user) and make Account Profile Updates.	
First and Last Name	
Job Title	
Phone Number	
Fax Number	
Email Address	
Address1	
Address2	
City	
State/Province	
Zip Code	
Epylon Account Access - Purchase Orders	

This individual will have an Epylon account to receive PEPPM orders. This individual will be able to add new users (such as buyers), and make Account Profile Updates.

First and Last Name	
Job Title	
Phone Number	
Fax Number (for PO notifications)	
Email Address (for PO notifications)	
Address1	
Address2	
City	
State/Province	
Zip Code	
Invoices – Accounts Payable Contact	
This individual will receive PEPPM invoices for transaction fees based on sales processed through PEPPM contracts.	
First and Last Name	

Job Title	
Phone Number	
Fax Number	
Email Address	
Address1	
Address2	
City	
State/Province	
Zip Code	
To receive Transaction Fee invoices by email rather than by mail, circle "Yes"	Do you prefer emailed invoices? Yes No

Please note that by signing below, you are indicating that as an Authorized Reseller, you are required to adhere to all of the terms and conditions of the PEPPM contract including the 1.75% transaction fees unless the Awarded Vendor has agreed to pay them for you.

Reseller Authorized Signature ______________________

Date ______________________

Instructions: Reseller Account Profile Form

This form will be used to establish your company's PEPPM Program account. The following information describes how to use this form.

Required Fields	All fields are required.
Have you filled out a form like this before?	To be added as a reseller to another contract, an awardee may ask you to fill out this form again. Simply indicate your company name and note "see existing account" on the form.
Due Date	Submit this form to be activated.
	Send the completed form as an email attachment: Subject: PEPPM Reseller Account Profile Form Email to: service@epylon.com
Ongoing Updates	This form defines the key contact points between your company and the PEPPM Program. Please be sure this information is accurate at all times in your Epylon account!
Online Updates Step-by-Step	To review your information or to make updates, you must have an Epylon account. As indicated on the form, we establish an account for both the main contact and the Purchase Order (Epylon) User when we create your account. Those individuals can create additional user accounts. 1. Go to www.epylon.com and click **Login** 2. Enter your username and password and click **Go** 3. Click the **Account** tab a. If you do not have this tab, see the user in your company who established your

user account. You need to be a "Super Administrator" role to view and update Account information.

4. Click the **Account** option.

5. Review the company, main contact and invoicing/AP contact. Make any necessary updates and click **Update** button at the bottom of the form.

6. To add/remove users, click the **Users** option under the Accounts tab.

   a. To add a new user click **Add New User**

   b. To remove a user, click on their name and select **Inactive** for their status. Then, click the **Update** button at the bottom of that form.

Epylon eCommerce	For more information and instructions on using Epylon, please refer to the Epylon eCommerce Guide.
Help	If you have questions about this form, contact Customer Service for assistance. 8-211-7 service@epylon.com

EMPIRE
Computing & Consulting

Empire Computing and Consulting Inc
120 N Frederick Ave
Daytona Beach, FL 32114
386-253-6506 Fax: 386-253-6508

Quote #:	**18449**
Quote Date:	2/16/2023
Page:	1
Customer #:	845

Quoted To:
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Valid Through: 3/18/2023

Phone: 954-966-4600	Cust PO:	Terms:
Reference: ToPP Behan	Ship Via: Ground	Salesperson: GLORIAB

Stock Code	Description	Quantity	Price	Extended
CH52-1TBE-HW	CH52 Outdoor Multi-sensor dome Camera, 1TB, 30 Days Max	1.00	2,879.20	2,879.20
LIC-CH52-5Y	5-Year CH52 Multisensor Camera License	1.00	2,159.20	2,159.20
ACC-POE-60W	Verkada 60w POE++ Power Injector	1.00	125.99	125.99
ACC-MNT-2	Arm Mount	1.00	71.20	71.20
ACC-MNT-8	Pendant Cap Mount	1.00	55.20	55.20
ACC-MNT-9	Pole Mount, 2nd Generation	1.00	167.20	167.20
CB61-30TE-HW	B61-TE Outdoor Bullet Camera, 30 Days	1.00	1,519.20	1,519.20
ACC-MNT-9	Pole Mount, 2nd Generation	1.00	167.00	167.00
LIC-5Y	5 Year Camera License	1.00	639.20	639.20

PEPPM Contract 2023 (attached)

SubTotal:	7,783.39
Tax:	0.00
Shipping:	0.00
Total:	7,783.39

RWR
RUSSELL W. ROBINSON ELECTRIC
5655 DAWSON STREET
HOLLYWOOD, FL 33023
(954) 894-2900
FAX: (954) 894-2990
License: EC-0001317

PROPOSAL

TO: Town of Pembroke Park
3115 SW 52 Ave
Pembroke Park, Fl 33023
Attn: Mark Pakula

DATE: March 14th, 2023

We hereby propose to furnish all labor and material necessary to provide electrical installation in accordance with the following:

PROJECT: Parks and Recreation Dept. Camera Wiring

SCOPE:

1. Bore a new 1" conduit from the corner of the building to the 1st camera pole. Install low voltage hand hole at the base of the pole.
2. Bore a new 1" conduit from the 1st camera pole to the 2nd camera pole.
3. Run conduit up each pole 12ft and install a PVC junction box.
4. Run new conduit up the outside of the wall on the building. Drill through the wall and run a conduit to the west end of the building inside.
5. Install 8 - category 6 cables in new conduit and leave 4 cables at each camera pole locations.
6. Terminate cables with RJ-45 connections at each end.
7. Provide electrical riser diagram for permitting.
8. Pull electrical permit.
9. Meet electrical inspector for final inspection.
10. Exclusions:
    A. Permit fee.
    B. Signed and sealed drawings.

PRICE: $ 7,680.00

Payable upon the following terms: 50% Deposit
50% Upon Completion

Terms and Conditions: A non-refundable 50% deposit due at signing, with balance due upon completion. Order cancellations are not accepted after work has started. Buyers agree to pay for goods ordered and delivered plus attorney's fees and court cost in the event of litigation. The courts of The State of Florida and Broward County Florida will have jurisdiction over a dispute arising hereunder. Acceptance of and or payment for merchandise constitutes agreement of terms. Late payments are subject to a 1.5% per month interest charge.

Town of Pembroke Park - continued
Proposal - Parks and Recreation Dept. Camera Wiring

The above price, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above. Issuing funds or purchase order for commencement of project indicates acceptance of proposal as outlined above. Russell-Thomas Electric, Inc. will not be held responsible for any other existing conditions not covered under this proposal. All patching and painting of surfaces necessary for electrical installation to be by others.

This proposal void if not accepted in writing within 10 days after this date: March 14th, 2023

Accepted: ______________________ RWR - Russell W. Robinson Electric
By: ____________________________
Date: ___________________________ ________________________________

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

MSA ID#: FI-4736723-dkeen | SO ID#: FI-4736723-dkeen-23443585 | Account Name: Town of Pembroke Park

CUSTOMER INFORMATION (for notices)

Primary Contact:	Mark Pakula	Billing Account Name	Town of Pembroke Park	INVOICE ADDRESS	
Title:		Billing Name (3rd Party Accounts)		Address 1:	3150 SW 52nd AVE
Address 1:	3150 SW 52nd AVE	Billing Contact:	Christian Noel	Address 2:	
Address 2:		Title:		City:	Pembroke Park
City:	Pembroke Park	Phone:	9549664600	State:	FL
State:	FL	Cell:		Zip Code:	33023
Zip:	33023	Fax:		Tax Exempt:	Yes
Phone:	9547014345	Email:	Cnoel@tppfl.gov	* If Yes, please provide and attach all applicable tax exemption certificates	
Cell:					
Fax:					
Email:	mpakula@tppfl.gov				

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): **33**

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges:	$756.00
Current Trunk Services Monthly Recurring Charges:	$0.00
Total Current Monthly Recurring Charges (all Services):	**$756.00**
Change Monthly Recurring Charges:	$594.00
Change Trunk Services Monthly Recurring Charges:	$0.00
Change Monthly Recurring Charges (all Services):	**$594.00**
Total Monthly Recurring Charges:	$1,350.00
Total Trunk Services Monthly Recurring Charges:	$0.00
Total Monthly Recurring Charges (all Services):	**$1,350.00**

SUMMARY OF STANDARD INSTALLATION FEES*

Total Standard Installation Fees:	$0.00
Total Trunk Services Standard Installation Fees:	$0.00
Total Standard Installation Fees (all Services):	**$0.00**

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fee:	**$0.00**

SUMMARY OF MONTHLY EQUIPMENT FEES*

Current Services Equipment Fee Monthly Recurring Charges:	$0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges:	$0.00
Current Equipment Fee Monthly Recurring Charges (All Services):	**$0.00**
Change Services Equipment Fee Monthly Recurring Charges:	$0.00
Change Trunk Services Equipment Fee Monthly Recurring Charges:	$0.00
Change Equipment Fee Monthly Recurring Charges (All Services):	**$0.00**
Total Service Equipment Fee Monthly Recurring Charges	**$0.00**
Total Trunk Service Equipment Fee Monthly Recurring Charges	**$0.00**
Total Equipment Fee Monthly Recurring Charges (All Services)	**$0.00**

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at http://business.comcast.com/terms-conditions-ent, (the "Agreement") . Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By purchasing Comcast voice services, you are giving Comcast Business permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to services provided by such carrier(s).

COMPANY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS 911 NOTICE:
The Comcast Voice Services may have the 911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using the Voice Services, Comcast must have the correct service address and, where applicable, location details ("Registered Service Location"). Registered Service Location may include, subject to any character limitations, location details such as a floor and/or office number, in addition to street address, for each telephone number and extension used by the Customer. If the Voice Services or any Voice Services device is moved to a different location without Customer providing updated Registered Service Location information, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, emergency responders may be unable to locate the emergency on the premises and/or the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed may also increase these risks.
- Customer is solely responsible for informing Comcast of initial Registered Service Locations for each telephone number and extension and of all changes to Registered Service Locations for the Voice Services, including subsequent moves, additions or deletions of stations. Customer is also responsible for programming its PBX system to reflect these Registered Service Locations. Customer will inform Comcast of changes to any Registered Service Location for each telephone number and extension by calling Comcast at 1-855-368-0600 or by opening a trouble ticket in the Comcast Care Center Portal. The contact number or method for making such updates are subject to change from time to time.
- The Voice Services use electrical power in the Customer's premises, as well as the Customer's underlying broadband service. If there is an electrical power outage or underlying broadband service outage, 911 calling may be interrupted. Similarly, calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment failure, or another technical problem.
- If the Registered Service Location provided in conjunction with the use of Comcast Equipment is deemed to be in an area that is not supported for 911 calls, Customer will not have direct access to either basic 911 or E911. In this case, Customer 911 calls will be sent to an emergency call center. A trained agent at the emergency call center will ask for the caller's name, telephone number and location, and then will contact the local emergency authority for that area in order to send help.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE 911 LIMITATIONS OF THE VOICE SERVICES

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)	COMCAST USE ONLY (by authorized representative)		
Signature:	Signature:	Sales Rep:	Jorge Hernandez
Name:	Name:	Sales Rep E-Mail:	Jorge_Hernandez@comcast.com
Title:	Title:	Region:	Florida
Date:	Date:	Division:	Central

COMCAST
BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: Town of Pembroke Park **Date:** 1/23/2023

MSA ID#: FI-4736723-dkeen **SO ID#:** FI-4736723-dkeen-23443585

Short Description of Service:

Service Term: 33 MONTHS

PAGE 2 of 7 **Solution Charges**

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	Change	Remove	Ethernet Network Interface - 10 / 100	Port	Pembroke Park Preserve / 3115 S\	-	Interstate	1	($54.00)	$0.00
002	Change	Remove	ENS - Priority Network Bandwidth	50 Mbps	Pembroke Park Preserve / 3115 S\	-	Interstate	1	($324.00)	$0.00
003	Change	Remove	Ethernet Network Interface - 10 / 100	Port	Park 2 / 2901 SW 25th ST	-	Interstate	1	($54.00)	$0.00
004	Change	Remove	ENS - Priority Network Bandwidth	50 Mbps	Park 2 / 2901 SW 25th ST	`	Interstate	1	($324.00)	$0.00
005	Change	Add	EDI - Network Interface - Gig E	Port	Pembroke Park Preserve / 3115 S\	-	Interstate	1	$0.00	$0.00
006	Change	Add	EDI - Bandwidth	300 Mbps	Pembroke Park Preserve / 3115 S\	-	Interstate	1	$675.00	$0.00
007	Change	Add	EDI - Network Interface - Gig E	Port	Park 2 / 2901 SW 25th ST	-	Interstate	1	$0.00	$0.00
008	Change	Add	EDI - Bandwidth	300 Mbps	Park 2 / 2901 SW 25th ST	-	Interstate	1	$675.00	$0.00
009	-	-			-	-			$0.00	$0.00
010	-	-			-	-			$0.00	$0.00
011	-	-			-	-			$0.00	$0.00
012	-	-			-	-			$0.00	$0.00
013	-	-			-	-			$0.00	$0.00
014	-	-			-	-			$0.00	$0.00
015	-	-			-	-			$0.00	$0.00
016	-	-			-	-			$0.00	$0.00
017	-	-			-	-			$0.00	$0.00
018	-	-			-	-			$0.00	$0.00
019	-	-			-	-			$0.00	$0.00
020	-	-			-	-			$0.00	$0.00
021	-	-			-	-			$0.00	$0.00
022	-	-			-	-			$0.00	$0.00
023	-	-			-	-			$0.00	$0.00
024	-	-			-	-			$0.00	$0.00
025	-	-			-	-			$0.00	$0.00
026	-	-			-	-			$0.00	$0.00
027	-	-			-	-			$0.00	$0.00
028	-	-			-	-			$0.00	$0.00
029	-	-			-	-			$0.00	$0.00
030	-	-			-	-			$0.00	$0.00
031	-	-			-	-			$0.00	$0.00
032	-	-			-	-			$0.00	$0.00
033	-	-			-	-			$0.00	$0.00
034	-	-			-	-			$0.00	$0.00
035	-	-			-	-			$0.00	$0.00
036	-	-			-	-			$0.00	$0.00
037	-	-			-	-			$0.00	$0.00
038	-	-			-	-			$0.00	$0.00
039	-	-			-	-			$0.00	$0.00
040	-	-			-	-			$0.00	$0.00
041	-	-			-	-			$0.00	$0.00
042	-	-			-	-			$0.00	$0.00
043	-	-			-	-			$0.00	$0.00
044	-	-			-	-			$0.00	$0.00
045	-	-			-	-			$0.00	$0.00
046	-	-			-	-			$0.00	$0.00
047	-	-			-	-			$0.00	$0.00
048	-	-			-	-			$0.00	$0.00
049	-	-			-	-			$0.00	$0.00
050	-	-			-	-			$0.00	$0.00
							PAGE 2 SUBTOTAL:		$594.00	$0.00

* Services Location Details attached   Charges are Exclusive of Equipment Fees

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: Town of Pembroke Park **Date:** 1/23/2023
MSA ID#: FI-4736723-dkeen **SO ID#:** FI-4736723-dkeen-23443585

PAGE 3 of 7 **Solution Charges**

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
051	-	-			-	-			$0.00	$0.00
052	-	-			-	-			$0.00	$0.00
053	-	-			-	-			$0.00	$0.00
054	-	-			-	-			$0.00	$0.00
055	-	-			-	-			$0.00	$0.00
056	-	-			-	-			$0.00	$0.00
057	-	-			-	-			$0.00	$0.00
058	-	-			-	-			$0.00	$0.00
059	-	-			-	-			$0.00	$0.00
060	-	-			-	-			$0.00	$0.00
061	-	-			-	-			$0.00	$0.00
062	-	-			-	-			$0.00	$0.00
063	-	-			-	-			$0.00	$0.00
064	-	-			-	-			$0.00	$0.00
065	-	-			-	-			$0.00	$0.00
066	-	-			-	-			$0.00	$0.00
067	-	-			-	-			$0.00	$0.00
068	-	-			-	-			$0.00	$0.00
069	-	-			-	-			$0.00	$0.00
070	-	-			-	-			$0.00	$0.00
071	-	-			-	-			$0.00	$0.00
072	-	-			-	-			$0.00	$0.00
073	-	-			-	-			$0.00	$0.00
074	-	-			-	-			$0.00	$0.00
075	-	-			-	-			$0.00	$0.00
076	-	-			-	-			$0.00	$0.00
077	-	-			-	-			$0.00	$0.00
078	-	-			-	-			$0.00	$0.00
079	-	-			-	-			$0.00	$0.00
080	-	-			-	-			$0.00	$0.00
081	-	-			-	-			$0.00	$0.00
082	-	-			-	-			$0.00	$0.00
083	-	-			-	-			$0.00	$0.00
084	-	-			-	-			$0.00	$0.00
085	-	-			-	-			$0.00	$0.00
086	-	-			-	-			$0.00	$0.00
087	-	-			-	-			$0.00	$0.00
088	-	-			-	-			$0.00	$0.00
089	-	-			-	-			$0.00	$0.00
090	-	-			-	-			$0.00	$0.00
091	-	-			-	-			$0.00	$0.00
092	-	-			-	-			$0.00	$0.00
093	-	-			-	-			$0.00	$0.00
094	-	-			-	-			$0.00	$0.00
095	-	-			-	-			$0.00	$0.00
096	-	-			-	-			$0.00	$0.00
097	-	-			-	-			$0.00	$0.00
098	-	-			-	-			$0.00	$0.00
099	-	-			-	-			$0.00	$0.00
100	-	-			-	-			$0.00	$0.00
101	-	-			-	-			$0.00	$0.00
102	-	-			-	-			$0.00	$0.00
				* Services Location Details attached		Charges are Exclusive of Equipment Fees	**PAGE 3 SUBTOTAL:**		$0.00	$0.00

COMCAST
BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: Town of Pembroke Park **Date:** 1/23/2023

MSA ID#: FI-4736723-dkeen **SO ID#:** FI-4736723-dkeen-23443585

PAGE 4 of 7 **Solution Charges**

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
103	-	-			-	-			$0.00	$0.00
104	-	-			-	-			$0.00	$0.00
105	-	-			-	-			$0.00	$0.00
106	-	-			-	-			$0.00	$0.00
107	-	-			-	-			$0.00	$0.00
108	-	-			-	-			$0.00	$0.00
109	-	-			-	-			$0.00	$0.00
110	-	-			-	-			$0.00	$0.00
111	-	-			-	-			$0.00	$0.00
112	-	-			-	-			$0.00	$0.00
113	-	-			-	-			$0.00	$0.00
114	-	-			-	-			$0.00	$0.00
115	-	-			-	-			$0.00	$0.00
116	-	-			-	-			$0.00	$0.00
117	-	-			-	-			$0.00	$0.00
118	-	-			-	-			$0.00	$0.00
119	-	-			-	-			$0.00	$0.00
120	-	-			-	-			$0.00	$0.00
121	-	-			-	-			$0.00	$0.00
122	-	-			-	-			$0.00	$0.00
123	-	-			-	-			$0.00	$0.00
124	-	-			-	-			$0.00	$0.00
125	-	-			-	-			$0.00	$0.00
126	-	-			-	-			$0.00	$0.00
127	-	-			-	-			$0.00	$0.00
128	-	-			-	-			$0.00	$0.00
129	-	-			-	-			$0.00	$0.00
130	-	-			-	-			$0.00	$0.00
131	-	-			-	-			$0.00	$0.00
132	-	-			-	-			$0.00	$0.00
133	-	-			-	-			$0.00	$0.00
134	-	-			-	-			$0.00	$0.00
135	-	-			-	-			$0.00	$0.00
136	-	-			-	-			$0.00	$0.00
137	-	-			-	-			$0.00	$0.00
138	-	-			-	-			$0.00	$0.00
139	-	-			-	-			$0.00	$0.00
140	-	-			-	-			$0.00	$0.00
141	-	-			-	-			$0.00	$0.00
142	-	-			-	-			$0.00	$0.00
143	-	-			-	-			$0.00	$0.00
144	-	-			-	-			$0.00	$0.00
145	-	-			-	-			$0.00	$0.00
146	-	-			-	-			$0.00	$0.00
147	-	-			-	-			$0.00	$0.00
148	-	-			-	-			$0.00	$0.00
149	-	-			-	-			$0.00	$0.00
150	-	-			-	-			$0.00	$0.00
151	-	-	-		-	-	-		$0.00	$0.00
152	-	-	-		-	-	-		$0.00	$0.00
153	-	-	-		-	-	-		$0.00	$0.00
				* Services Location Details attached		Charges are Exclusive of Equipment Fees	**PAGE 4 SUBTOTAL:**		$0.00	$0.00

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 1/23/2023 **MSA ID#:** FI-4736723-dkeen **SO ID#:** FI-4736723-dkeen-23443585 **Account Name:** Town of Pembroke Park

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
1	Pembroke Park Preserve	3115 SW 52nd AVE		Pembroke Park	FL	33023	$0.00				
2	Park 2	2901 SW 25th ST		Pembroke Park	FL	33009	$0.00				
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COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 1/23/2023 MSA ID#: FI-4736723-dkeen SO ID#: FI-4736723-dkeen-23443585 Account Name: Town of Pembroke Park

PAGE 6 of 7

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
38											
39											
40											
41											
42											
43											
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45											
46											
47											
48											
49											
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COMCAST BUSINESS

COMCAST TRUNK SERVICES SALES ORDER FORM

SUMMARY OF TRUNK SERVICES AND PRICING

Date: 1/23/2023 MSA ID#: FI-4736723-dkeen SO ID#: FI-4736723-dkeen-23443585 Account Name: Town of Pembroke Park

Service Term: 33 MONTHS

PAGE 7 of 7

Site	Location Name/Site ID	# Full PRI	# Fractional PRI	# Additional Channels PORT 1	# Additional Channels PORT 2	# Additional Channels PORT 3	# Additional Channels PORT 4	# Additional Channels PORT 5	# Additional Channels PORT 6	# Additional Channels PORT 7	# Additional Channels PORT 8	SIP Trunk CCS	# of 1 TN Blocks	# of 20 TN Blocks	# of 100 TN Blocks	# of 200 TN Blocks	# of 500 TN Blocks	# of 1000 TN Blocks	# of RCF TNs	# of Toll Free #'s	# of Trunk Groups	# of Trunk Groups with DNIS	Monthly Call Detail Record	Existing Customer	Existing Customer MRC	Existing Customer Equip Fee MRC	Total Customer MRC	Solution Charges: Incremental Monthly Equipment Fee	Solution Charges: Incremental Monthly Recurring Charges	Solution Charges: Standard Installation Fees
1																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
10																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
13																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
14																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
15																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
16																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
17																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
18																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
19																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
20																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
21																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
22																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
23																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
24																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
25																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
26																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
27																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
28																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
29																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
30																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
31																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
32																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
33																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
34																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
35																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
36																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
37																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
																								Page 7 Total:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

RESOLUTION NO. 2023-005

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 15 OF THE TOWN CHARTER, DESIGNATING MEMBERS OF THE TOWN COMMISSION TO SERVE IN AN OVERSIGHT CAPACITY IN CHARGE OF THE TOWN'S POLICE SERVICES, FIRE SERVICES, PARKS DEPARTMENT AND PUBLIC WORKS DEPARTMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 15 of the Town Charter provides for the creation of certain departments and requires the designation of commissioners to serve in charge of such departments; and

WHEREAS, on April 12, 2023, the Town Commission adopted a resolution, pursuant to Section 9 of the Town Charter, appointing members of the commission to serve as Mayor, Vice Mayor, Clerk-Commissioner, and Acting Clerk-Commissioner; and

WHEREAS, in accordance with Section 15 of the Town Charter, the commission now seeks to provide for the oversight of the Town's police services, fire services, Parks Department and Public Works Department; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that it is in the bests interests of the citizens and residents of the Town to appoint the commissioner members referenced herein to the oversight positions in the Town, as set forth in this resolution.

NOW, THEREFORE, BE IT RESOLVED 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 is hereby made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and made a part hereof.

Section 2. That ______________________________ shall be designated to serve in charge of the police services of the Town of Pembroke Park, Florida.

Section 3. That ____________________________shall be designated to serve in charge of the fire serves of the Town of Pembroke Park Florida.

Section 4. That ____________________________ shall be designated to serve in charge of the Parks Department of the Town of Pembroke Park, Florida.

Section 5. That _________________________ shall be designated to serve in charge of the Public Works Department of the Town of Pembroke Park, Florida.

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

Section 7. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 8. This Resolution shall become effective immediately upon its passage and adoption.

THE REST OF THIS PAGE SHALL BE INTENTIONALLY LEFT BLANK.

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

RESOLUTION NO. 2023-006

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 EXECUTE THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA, ATTACHED HERETO AS EXHIBIT "A;" AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE ILA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida, deems it to be in the best interests of the public to execute the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida.

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 Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida, attached hereto as Exhibit "A," said Agreement having been submitted for consideration to the Town Commission in written form. The Town Manager may agree to additional non-substantial changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney.

Section 3. The proper Town Officials of the Town of Pembroke Park are hereby authorized and directed to execute the Agreement.

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

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

This Agreement ("Agreement") is among Broward County, a political subdivision of the State of Florida ("County"), and the municipalities in Broward County that formally approve this Agreement pursuant to its terms and return an executed signature page (each, individually, a "Municipal Party" and collectively, the "Municipal Parties") (collectively, the "Parties" and each individually a "Party").

ARTICLE 1. RECITALS AND FINDINGS OF FACT

1.1. Mission Statement. To protect the long-term public health, safety, and welfare of the residents of the Municipal Parties and County, the Parties commit to working together collaboratively through the creation of an independent legal entity known as the "Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida" (the "Authority"), the purpose of which is to develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County.

1.2. Goals of the Authority. The Authority will (a) encourage recycling, reduction, and reuse, in order to divert Authority Solid Waste (defined below) from landfills, seeking to ultimately reach zero waste, (b) support regional solutions with other counties with priority being given to the needs and goals of the Parties, (c) conduct comprehensive public education campaigns, and (d) engage in and/or support research and development into disposal, reduction, recycling, reuse, and utilization of the latest technology to create a sustainable and resilient Authority Solid Waste disposal and Recyclable Materials (defined below) processing system. In connection with these goals, the Authority should consider and evaluate all existing permitted facilities and properties within Broward County with the appropriate entitlements and land uses, seeking to ultimately reach zero waste in order to meet its goals and objectives. The Authority may offer the Parties collection and hauling services for Authority Solid Waste and Recyclable Materials; however, ultimate responsibility for providing such services shall remain with each local government in Broward County.

1.3. Reservation of Powers. The Parties, individually and collectively, find that no municipal or County powers or functions are being transferred by this Agreement or by the creation of the Authority as a separate legal entity as described in Section 163.01, Florida Statutes. Each Party retains ultimate responsibility within its jurisdiction for supervising waste and recycling as provided by applicable law. Consequently, the Parties find that the Authority serves a limited government function: to operate the System (defined below). The Parties further find that the Authority is not a mere instrumentality of County or of the Municipal Parties. Except for such matters expressly stated in this Agreement, neither County nor the Municipal Parties shall maintain operational control hindering the Authority's status as an independent and separate legal entity.

1.4. Other Critical Operations Not Addressed by this Agreement. The continuation of this Agreement is contingent on (a) a Master Plan (defined below) being ratified by the Authority, and (b) approval of an amendment to this Agreement by the Parties, both as detailed below. The purpose of the Master Plan and the contemplated amendment to this Agreement is to: (a) provide further specificity regarding the Authority's operations that the Parties have elected to address after the Effective Date (defined below), and (b) resolve other critical issues related to the Authority's creation and reflect such consensus as may exist or be formed concerning operations and related responsibilities, liabilities, or other commitments once the Parties determine the precise operations that will be undertaken, and facilities that will be owned, by the Authority.

ARTICLE 2. DEFINITIONS

2.1. **Authority Solid Waste** means garbage, rubbish, trash, refuse, or other discarded material resulting from the operation of residential, commercial, governmental, or institutional establishments in Broward County that would normally be collected, processed, and disposed of through a public or private solid waste management service. Unless excluded by the Master Plan, this term includes tropical storm debris, hurricane debris, all other storm debris, yard waste, bulk trash, white goods (including, without limitation, large household appliances, refrigerators, stoves, washing machines, drying machines, microwave ovens, and water heaters), manure, and construction and demolition debris. The term does not include the following: solid waste from industrial, agricultural, or mining operations (other than construction and demolition debris); sludges; solids or dissolved materials in domestic sewage, or other significant pollutants in water resources, including, without limitation, silt, dissolved or suspended solids in industrial wastewater effluents, or dissolved materials in irrigation return flows; any nuclear source or byproduct materials regulated under Chapter 404, Florida Statutes, or under the Federal Atomic Energy Act of 1954, as amended; Recovered Materials (defined below); Hazardous Materials (defined below); or any waste deemed unacceptable in the Master Plan.

2.2. **Broward Tonnage** means the total amount of System Waste (defined below) generated in each Municipal Party's jurisdiction and in the unincorporated areas of Broward County. When accurate data for System Waste is not available, the Governing Board (defined below) may by majority vote elect to approximate the total amount of System Waste by using population figures based on the most recent Bureau of Economic and Business Research – University of Florida report or any other reasonable source of population data it deems appropriate.

2.3. **Executive Committee** means the body described in Section 6.3, composed of members of the Governing Board and granted the powers described in Section 8.3.

2.4. **Governing Board** means the primary governing body of the Authority as described in Section 6.2 and granted the powers described in Sections 8.1 and 8.2.

2.5. **Hauler** means a person or entity engaged in the collection, transportation, or delivery of System Waste pursuant to an agreement with, or authorization granted by, any Party or the Authority.

2.6. **Hazardous Materials** means any waste, debris, substance, constituent, object, or material that: (a) is determined to be hazardous, toxic, corrosive, reactive, ignitable, explosive, radioactive, infectious, carcinogenic, teratogenic, or mutagenic (collectively, "Hazardous"), pursuant to the Broward County Charter, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapter 403, Chapter 62-730 of the Florida Administrative Code, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, et seq., the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 374, 40 C.F.R. Parts 700 through 799, 49 C.F.R. § 172.101, or any rule or regulation promulgated pursuant to the foregoing authorities; (b) is classified as "universal waste" pursuant to 40 C.F.R. Part 273; (c) is otherwise prohibited or determined to be Hazardous by applicable state or federal law; (d) is determined to be Hazardous at any time by the United States Environmental Protection Agency; (e) may cause damage to an Authority Solid Waste, Recyclable Materials, or Recovered Materials facility accepting the Hazardous Materials; or (f) otherwise poses a threat to public health or safety.

2.7. **Master Plan** means the master plan of operations document required to be adopted by the Authority for strategic and operational planning purposes, as well as describing the Authority's operations in detail and providing the comprehensive planning framework and strategic direction to manage System Waste, across Broward County, consistent with the Parties' responsibilities under applicable law.

2.8. **Recovered Materials** means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered Materials, as described in this Agreement, are not included within the definition of Authority Solid Waste.

2.9. **Recyclable Materials** means those materials that are capable of being recycled and that would otherwise be processed or disposed of as Authority Solid Waste.

2.10. **System** means the collective arrangement of infrastructure and facilities overseen, owned, operated, acquired, or contracted for by the Authority and provided for in the Master Plan to manage System Waste.

2.11. **System Waste** means Authority Solid Waste, Recovered Materials, and Recyclable Materials, collectively, generated in any of the Parties' jurisdictions and/or from outside of Broward County and identified as acceptable waste to be accepted by the Authority in the Master Plan. This term does not include Hazardous Materials or any waste deemed unacceptable in the Master Plan.

ARTICLE 3. FORMATION

3.1. By this Agreement, the Parties are coordinating a joint management program for System Waste through the Authority, created as an independent and separate legal entity pursuant to, and consistent with, Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

3.2. The Authority will have the power and duty to establish, operate, and maintain the System. This Agreement does not divest any Party of its ultimate authority or obligation to supervise the provision of services related to System Waste generated in its jurisdiction; none of the powers granted the Authority constitutes a transfer of powers or functions as addressed under Article VIII, Section 4, of the Florida Constitution.

3.3. Deadline to Adopt Initial Master Plan and Facilities Amendment. The Authority, through its Governing Board, must: (a) adopt a Master Plan pursuant to the requirements of Article 7, and (b) approve a proposed amendment to this Agreement (the "Facilities Amendment") that must subsequently be adopted by the Parties and that meets the procedural and substantive requirements of this section (the requirements under both subparts (a) and (b) are collectively "Formation Conditions"). If the Formation Conditions are not met within eighteen (18) months, plus any extension(s) of time approved pursuant to Section 3.3.1, after the Effective Date, this Agreement automatically terminates, and upon such automatic termination the Parties will only owe such duties to one another as expressly survive termination of this Agreement.

> 3.3.1. Extension. The Executive Committee may, by majority vote, extend the deadline to meet the Formation Conditions for up to an additional aggregate total of six (6) months. If the Executive Committee does not extend or has no further extension of the deadline available to it, the Governing Board may, by majority vote, extend the deadline by up to an additional twelve (12) months (i.e., beyond the six (6) month extension exercisable by the Executive Committee). In no circumstance will the deadline to meet the Formation Conditions, as extended, be more than thirty-six (36) months after the Effective Date.

> 3.3.2. Withdrawal. If and after the Governing Board approves the Facilities Amendment, the Authority shall provide written notice to each Municipal Party and to County. After receiving the Authority's notice, each Municipal Party's elected body shall have one hundred twenty (120) days to adopt a resolution approving the Facilities Amendment. A Municipal Party's failure to deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment within the one hundred twenty (120) day period will be deemed that Party's withdrawal from this Agreement. Except for provisions that survive expiration or termination of this Agreement, a Party that withdraws from this Agreement pursuant to this section will have no further rights, duties, or obligations hereunder, including, without limitation, that such Party will not have any representative on the Governing Board or the Executive Committee. Notwithstanding the foregoing, any Party that withdraws pursuant to this section will not be prevented from rejoining at a later date pursuant to Section 5.2.

3.3.3. Facilities Amendment; Required Contents. The Facilities Amendment must provide for the following:

3.3.3.1. A procedure and terms by which County may utilize facilities operated as part of the System (if any) that the Authority may own relating to the disposal of Authority Solid Waste if: (a) the Authority is no longer using the facility or has substantially reduced usage of the facility, resulting in a reduction of disposal capacity in Broward County, (b) such capacity is deemed necessary by County to fulfill its obligations under Section 403.706(1), Florida Statutes, and (c) County intends to operate such facility; and

3.3.3.2. A process to effectuate the orderly transfer of services being performed by the Authority and the transfer of assets of the Authority to a successor entity, or to County if County chooses to perform those services, if this Agreement is terminated or expires or if the Authority is dissolved (collectively "Wind Down"), including detailed processes addressing:

3.3.3.2.1. The disposition and/or transfer of reserve funds collected by the Authority associated with the assets being transferred;

3.3.3.2.2. How liabilities of the Authority, including debt obligations associated with assets being transferred, will be satisfied;

3.3.3.2.3. Whether or how County may acquire assets of the Authority that County intends to continue operating on behalf of the residents of Broward County related to Authority Solid Waste; and

3.3.3.2.4. How the costs of a capital expansion for County-owned facilities will be allocated among the Parties (which may include, among other things, County paying the full cost, the Municipal Parties paying the full cost, or some sharing of costs between County and the Municipal Parties).

3.3.4. Notwithstanding anything in this Agreement to the contrary, including, without limitation, Article 16, for the Facilities Amendment to be effective, it must be approved by the elected bodies of: (a) Municipal Parties representing at least eighty percent (80%) of the total population of the Municipal Parties; and (b) County. The Facilities Amendment must be adopted by the elected bodies of the Parties described in this section for the Formation Conditions to be met.

3.3.5. Condition on Exercise of Powers. Until the Formation Conditions are fully met, the Authority may not exercise any of the powers granted in the following sections of this Agreement:

3.3.5.1. Section 8.1.3 (Establishment of rates, fees, and other charges);

3.3.5.2. Section 8.1.4 (Recyclable Materials and Recovered Materials processing);

3.3.5.3. Section 8.1.5 (Recyclable Materials and Recovered Materials facilities and programs);

3.3.5.4. Section 8.1.7 (Collection and transportation services);

3.3.5.5. Section 8.1.8 (Authority Solid Waste disposal);

3.3.5.6. Section 8.1.12 (Issuance of bonds);

3.3.5.7. Section 11.1 (Commitment of System Waste); or

3.3.5.8. Section 11.2 (Regulatory Flow Control).

ARTICLE 4. DURATION

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

4.2. Extension Terms. This Agreement may be extended for up to two (2) consecutive ten (10) year terms (each an "Extension Term," and together with the Initial Term, the "Term") by the approval of the Parties' elected bodies as set forth below:

4.2.1. No later than five (5) years before the end of the then-current term, the Governing Board must determine, based on the projected funding needs of the Authority, the percentage of Broward Tonnage and number of Municipal Parties necessary to extend this Agreement. Notwithstanding the foregoing, no Extension Term may be exercised unless the elected bodies of Municipal Parties representing at least fifty percent (50%) of the Broward Tonnage and the elected body of County agree to exercise the Extension Term.

4.2.2. Except for the provisions of this Agreement that survive termination of this Agreement or that survive a Party's withdrawal from this Agreement, only those Parties whose elected bodies approve an Extension Term will be bound to this Agreement during such Extension Term.

4.2.3. If the Parties fail to extend this Agreement pursuant to Section 4.2.1, this Agreement will expire at the end of the then-current Term.

ARTICLE 5. MEMBERSHIP ELIGIBILITY AND OBLIGATIONS

5.1. Eligibility for Membership. County and each municipality located within Broward County are eligible to be Parties to this Agreement and thereby be members of the Authority.

5.2. Subsequent Joinder by Municipalities. After the Effective Date, any eligible municipality that is not already a Party may become a Party by agreeing to this Agreement (as may subsequently be amended), the Master Plan, and any additional terms and conditions established by the Authority, including, without limitation, payment of all amounts as may be required by the Governing Board.

5.3. Dissolution or Merger of Municipal Parties. Any Municipal Party that becomes unincorporated will lose its representative on the Governing Board. The tonnage attributed to any such former Municipal Party will be transferred to County for the purposes of calculating Broward Tonnage in relation to voting. Municipal Parties that merge will retain only a single representative on the Governing Board and the tonnage attributed to the merged Municipal Party will be the combined tonnage of the merging Municipal Parties for the purposes of calculating Broward Tonnage in relation to voting.

5.4. Ongoing Contributions of Parties Prior to Special Assessment. Until the Authority is able to fund its budget through special assessments or other methods, each Party must financially contribute towards the costs of operations of the Authority as stated in this section. Such expenses shall not exceed an aggregate yearly maximum amount of two million dollars ($2,000,000), calculated on a fiscal year basis (October 1 to September 30). If the Effective Date is on any date other than the start of a fiscal year, the Authority's budget for the first fiscal year shall not exceed a prorated amount of the maximum provided for in this section. The Authority will invoice each Party that Party's yearly funding obligation, on a quarterly or other basis as determined by the Authority, payable in advance.

5.4.1. Consultant Expenses. County will be responsible for payment to the Authority for fifty percent (50%) of the costs of professional/technical consultants retained by the Authority for the development of the Master Plan, with the remaining fifty percent (50%) of such costs paid by the Municipal Parties on a pro rata basis based on population.

5.4.2. Other Authority Expenses. Other than the division of expenses set forth in Section 5.4.1, each Party will jointly fund all other Authority expenses on a pro rata basis based on population.

5.5. System Waste Segregation Programs. After the effective date of the applicable minimum standards in any policy or program established by the Authority, the Parties must not enact or permit to continue any program for segregating new or used materials at the point of generation for reuse or recycling that fails to meet the minimum standards in the policy or program established by the Authority, unless expressly excepted by the Authority.

5.6. Cooperation. Each Party agrees to cooperate in good faith with the Authority and to deliver such further information and to take such other actions as may be reasonably requested by the Authority to carry out the intent and purposes of this Agreement, including, without limitation:

5.6.1. Providing Hauler information, including, without limitation: Hauler name and address; make, body type, and motor vehicle registration number of each vehicle used; area of collection; status as municipal vehicle operator or contract hauler; and data received pursuant to Section 11.4;

5.6.2. Adopting such regulations, executing such agreements, providing such information, and doing such work as may be required by any federal, state, or local agency as part of any application for financial assistance; and

5.6.3. Performing such other acts as may be reasonably required by the Authority in furtherance of its operation of the System.

The Authority must pay all reasonable out-of-pocket costs associated with this Section 5.6.

ARTICLE 6. GOVERNANCE

6.1. The Authority will be overseen and managed by a Governing Board, Executive Committee, and Executive Director (described below), which are hereby established and have the powers and authority as set forth herein.

6.2. Governing Board.

6.2.1. Membership. Each Party must appoint one (1) of its elected officials to serve as a member of the Governing Board, which appointee serves at the pleasure of the appointing Party. The appointment by each Party will be made according to such rules and procedures as may be adopted by the appointing Party. Should a representative on the Governing Board cease to be a duly qualified elected official of the appointing Party or have more than two (2) consecutive absences from meetings of the Governing Board that are not excused (by majority vote of the Governing Board or pursuant to adopted policy), the appointing Party must promptly appoint a replacement member that meets the foregoing requirements.

6.2.2. Meetings. The Governing Board must meet at least twice per fiscal year of the Authority, at such dates and times as determined by the Chair of the Governing Board, to conduct the business of the Authority.

6.2.3. Alternate Members. Each Party must appoint one (1) of its elected officials as an alternate member to serve on the Governing Board in the absence of that Party's primary appointed member. An alternate member may only vote when the primary member of the Governing Board for that Party is absent from the meeting. Alternate members may attend and participate during discussion in all Governing Board meetings.

6.2.4. Approvals. Subject to Sections 6.8 and 7.1, the Governing Board may take official action only if: there is a quorum; the action is supported by an affirmative vote of a majority of the representatives present that are eligible to vote; and the action is also supported by the affirmative vote of members representing a majority of the Broward

Tonnage. Alternate members of the Governing Board will count towards quorum only when they are serving as voting members.

6.3. Executive Committee.

6.3.1. Membership. An Executive Committee is to be established, composed of eleven (11) members of the Governing Board as follows:

6.3.1.1. The County's Governing Board Member.

6.3.1.2. Ten (10) Governing Board members from Municipal Parties, who will be selected as follows:

6.3.1.2.1. Large Municipalities. Five (5) members representing the largest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.2. Medium Municipalities. Three (3) members representing the middle third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.3. Small Municipalities. Two (2) members representing the smallest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.4. If the number of Municipal Parties is not evenly divisible by three (3), then: (a) if there is a single additional Municipal Party, it will be placed in the Small Municipalities group, or (b) if there are two (2) additional Municipal Parties, the larger one (1) will be placed in the Medium Municipalities group and the other one (1) will be placed in the Small Municipalities group.

6.3.1.3. Population figures to assign Municipal Parties into each of the categories for purposes of selecting members of the Executive Committee will be based on the most recent Bureau of Economic and Business Research – University of Florida report, with such assignments adjusted on January 1, 2030, and every ten (10) years thereafter, and at the conclusion of each two (2) year term if any municipality joined this Agreement during the interim.

6.3.1.4. Terms of Service on Executive Committee. Executive Committee members serve a two (2) year term. Should a member of the Executive Committee cease to be a member of the Governing Board, a successor must be selected using the same procedures as provided in Section 6.3.1, which successor will serve for the remaining term of the original appointment.

6.3.1.5. Members of the Executive Committee representing groups of Municipal Parties may be removed at any time by majority vote of the applicable portion of the Governing Board (e.g., Large Municipalities, Medium Municipalities, or Small Municipalities, as applicable) that selected them.

6.3.1.6. Any decision of the Executive Committee may be overturned by an affirmative vote of: (a) at least two-thirds (2/3) of the members of the Governing Board representing Municipal Parties; and (b) the County's representative on the Governing Board. If the initial vote of the Governing Board in favor of overturning an Executive Committee decision consists of Governing Board members representing at least ninety (90%) of the population of the Municipal Parties present at the time of the vote, but did not include the County's representative in favor of overturning such decision, then a second vote will be taken; if the second vote is a unanimous vote of the Municipal Parties' representatives to the Governing Board present that voted in the initial vote, the Executive Committee decision will be overturned regardless of the County representative's vote. Notwithstanding the foregoing, the Governing Board may not overturn any decision of the Executive Committee concerning the appointment, removal, or compensation of the Executive Director.

6.3.2. <u>Alternate Members</u>.

6.3.2.1. There must be one (1) alternate member from each of the three (3) municipal categories, selected in the same manner as the primary members. There must be one (1) alternate member from County, who shall be the County's alternate member of the Governing Board.

6.3.2.2. Alternate members may only vote when a primary member of the Executive Committee in the applicable category is absent from the meeting. Alternate members may attend and participate during discussion in all meetings.

6.3.2.3. Alternate members will count towards quorum only when they are serving as voting members.

6.3.3. <u>Meetings</u>. The Executive Committee will meet regularly at such dates and times as may be necessary to conduct the business of the Authority. Meetings may be scheduled by the Executive Committee and pursuant to such rules of procedure as may be adopted by the Executive Committee; such rules will include a process for the Executive Director to request a meeting. Minutes of each meeting of the Executive Committee shall be distributed to all Governing Board members upon approval of such minutes by the Executive Committee.

6.3.4. Approvals. Except as specifically provided in this Agreement, approval of an action or recommendation will require a quorum and a majority vote of its members present at a meeting and eligible to vote.

6.4. Technical Advisory Committee. A Technical Advisory Committee ("TAC") is established and will be composed of representatives from each Party. The role of the TAC, and any TAC subcommittee established by the TAC, is to provide technical advice, guidance, recommendations, and counsel to the Governing Board, Executive Committee, and/or Executive Director on technical matters relevant to the System, including environmental issues and educational programs, and to provide a forum for the exchange of ideas among Party representatives, the public, and the private sector. The Executive Committee shall determine appropriate staffing for the TAC.

6.4.1. Membership. Each Party may appoint a representative with technical or professional knowledge and/or experience in the solid waste industry, environmental sciences, sustainability, or another related profession, to the TAC from that Party's solid waste, environmental management, public works, utilities, or similar department or organizational division. In addition to the regular TAC representative, each Party may also designate a similarly qualified alternate representative. Alternate representatives may attend and participate in the TAC meetings or TAC subcommittee meetings but may only be counted toward a quorum or vote in the absence of the appointed representative for which they serve as alternate. TAC representatives and alternates will serve at the pleasure of their appointing Party.

6.4.2. Meetings. Regular meetings of the TAC will be held in accordance with a schedule approved by the TAC, or as directed by the Governing Board, Executive Committee, or Executive Director.

6.4.3. Approvals. Except as specifically provided in this Agreement, action by the TAC will require a quorum and approval by a majority of the representatives present at the meeting and eligible to vote.

6.5. Meeting Procedure. The following procedures apply to the Governing Board, the Executive Committee, and the TAC:

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

6.5.2. Chair and Vice-Chair. On an annual basis, the membership of each body must select from among its members a Chair and a Vice-Chair; the Vice-Chair will serve as the Chair when the Chair is not present.

6.5.3. Rules of Procedure. Each body may adopt rules of procedure to conduct its business. In the absence of any specifically adopted rules, the body will use Robert's Rules of Order; provided, however, if there is a conflict between this Agreement and Robert's Rules of Order, this Agreement governs.

6.5.4. Meetings Open to the Public. Meetings of the Governing Board, Executive Committee, and TAC shall be open to the public in accordance with Florida's Government-in-the-Sunshine Law, Section 286.011, Florida Statutes, excluding meetings that are statutorily exempt pursuant to applicable law.

6.6. Ethics and Required Abstentions.

6.6.1. Ethics Compliance. In their roles with the Authority, each member of the Governing Board and the Executive Committee will be treated as "Covered Individuals" within the meaning of Section 1-19 of the Broward County Code of Ordinances and must comply with all state and County laws and requirements pertaining to conflicts of interest, ethics, and lobbying. For purposes of the prohibition on lobbying under Section 1-19(c)(2) of the Broward County Code of Ordinances, the Executive Director and TAC will also be treated as "Covered Individuals." The Governing Board may adopt additional requirements for itself, the Executive Director, the Executive Committee, the TAC, and any employees of the Authority.

6.6.2. No member of the Governing Board or Executive Committee will participate in discussion or vote on any item that relates to an agreement or contract in which the member's respective appointing body (i.e., Municipal Party or County) is a party. This provision is limited only to agreements or contracts with four (4) or fewer Parties, applies only to meetings of the Governing Board or Executive Committee, and does not prohibit the recused member from voting on the agreement or contract when such agreement or contract comes before their Party's elected body.

6.7. Executive Director.

6.7.1. The role of Executive Director is hereby established with such specific duties and responsibilities as described in Section 8.4.

6.7.2. The Executive Director must be an employee of the Authority and while serving as Executive Director, must not be: (a) employed by any Party; (b) serving on the elected body of any Party; or (c) contracted to consult for or lobby on behalf of any Party.

6.7.3. The Executive Committee may appoint or remove the Executive Director by majority vote.

6.8. Major Decisions. Notwithstanding anything to the contrary in this Agreement, the Authority may not take any of the following actions without the approval of at least: (a) two-thirds (2/3) of the representatives of the Governing Board voting; and (b) representatives of the Governing Board voting that account for two-thirds (2/3) of the Broward Tonnage:

6.8.1. The sale, distribution, or transfer of any real property interest with a value of more than two million dollars ($2,000,000);

6.8.2. The issuance of bonds or the approval of a bank loan with a value of more than two million dollars ($2,000,000);

6.8.3. The recommendation to remove the Executive Director, subject to Executive Committee approval;

6.8.4. Approval of any and all special assessments;

6.8.5. The initiation or settlement of any legal action with an estimated value of more than two million dollars ($2,000,000); or

6.8.6. Assignment by the Authority of any of its rights or obligations under this Agreement.

6.9. Distribution of Authority Cash or Property; Surplus Authority Funds. Except as otherwise provided in this section, and notwithstanding any other section of this Agreement, the Authority is prohibited from distributing any cash or property to any Party or Parties except upon Wind Down or to reimburse the Parties for contributions made to the Authority pursuant to Section 5.4., and then, only if: (a) upon Wind Down, the Auditor (defined below) issues a written opinion that such distribution will not impact any closure, perpetual maintenance, or other obligations that may exist after expiration or earlier termination of this Agreement; and (b) such distribution is fair and equitable between the Parties. In all other circumstances, if the Authority has surplus funds or property not needed for ongoing operations of the System or for future closure, maintenance, and reserve obligations, it may only be utilized for System-related purposes, including but not limited to reserving for future System improvements or obligations, maintenance, repairs, or expansion; to provide credits against or reductions to future assessments, tipping fees, or other user fees; or to enhance recycling and materials reuse programs or education. The prohibitions in this section do not apply to contracts for fair or adequate consideration between the Authority and one or more Parties or have any impact with regard to the property known as Alpha 250.

ARTICLE 7. OBLIGATIONS OF THE AUTHORITY AND MASTER PLAN

7.1. Master Plan. The Authority must adopt a Master Plan that describes, among other things, the operations of the Authority in sufficient detail to fund and implement the System and any related facilities or programs and to allow the Authority to plan for financing, investments, and improvements related to the System.

7.1.1. Contents. A Master Plan must provide for, at a minimum, the following:

7.1.1.1. Revenues necessary to operate the Authority, including the amount of, and methodology to calculate, reserve funds needed to cover any and all applicable costs for closure, long-term care, perpetual maintenance, and potential remediation related to the System and its components;

7.1.1.2. Storage, separation, processing, recycling, recovery, reuse, and identification of the number of diversion sites and disposal sites for System Waste needed for System operations, as may be appropriate;

7.1.1.3. Diversion plans for: (a) any Hazardous Materials that have impermissibly entered the System; and (b) any System Waste for which diversion is appropriate under applicable law;

7.1.1.4. Strategies, services, and programs to address Authority Solid Waste reduction as well as Recyclable Materials and Recovered Materials processing, and appropriate public education regarding same;

7.1.1.5. Alternative and contingency facilities, consistent with this Agreement;

7.1.1.6. Whether certain disposal methods will be prohibited at Authority-owned facilities for the purposes of protecting underground sources of drinking water;

7.1.1.7. Additional goals identified by the Governing Board not inconsistent with applicable law, this Agreement, or with County's exercise of its statutorily granted powers and obligations; and

7.1.1.8. Strategies to fulfill the obligations of the Authority related to System Waste delivered to the System, consistent with the powers and limitations of this Agreement.

7.1.2. <u>Procedure to Adopt and Amend Master Plan</u>.

7.1.2.1. <u>Adoption of Master Plan and Significant Amendments</u>. A Master Plan will not be effective unless approved by: (a) members of the Governing Board representing Municipal Parties that comprise at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County's representative to the Governing Board. All proposed amendments to the Master Plan that concern any of the following (collectively, "Significant Amendments") will be subject to the same requirements for approval (set forth in the preceding sentence) as a Master Plan to be effective:

7.1.2.1.1. Addition or removal of any category of waste or material (e.g., yard waste, bulk trash, white goods, etc.) from the Authority's jurisdiction or operations;

7.1.2.1.2. Closure of any "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022), owned or operated by the Authority;

7.1.2.1.3. County's obligations under Section 403.706(1), Florida Statutes.

7.1.2.2. Adoption of Other Amendments to Master Plan. Amendments to the Master Plan that are not Significant Amendments must be adopted by the Governing Board subject to the provisions of Section 6.2.3. If at least one third (1/3) of the Governing Board members present agree that a proposed amendment to the Master Plan constitutes a Significant Amendment, it shall be treated as a Significant Amendment and may only be adopted subject to the provisions of Section 7.1.2.1.

7.1.3. Notwithstanding anything in this Agreement to the contrary, no proposed amendment to the Master Plan that directly or indirectly (a) creates any additional liability or obligation of any Party, (b) disproportionately removes a right of any Party, or (c) has a disproportionate adverse effect on any Party, will be effective without the affirmative vote of the impacted Party's (or Parties') representative(s) on the Governing Board. In the event of a conflict between the Master Plan and this Agreement, this Agreement will prevail.

7.2. Obligation to Perform. The Authority must implement the various material strategies, services, programs, and goals described in the adopted Master Plan, as may be amended.

7.3. Obligation to Direct the Flow of System Waste. The Authority is obligated to accept all System Waste committed by the Parties, pursuant to Section 11.1, and must cause such System Waste to be directed from the designated System receiving facilities and delivered to appropriate sites for processing or disposal in compliance with the Master Plan and applicable law.

7.4. Obligation to Maintain Reserves. The Authority must ensure adequate reserve funds are collected and maintained to cover applicable costs for closure, long-term care, perpetual maintenance, and potential environmental and other remediation related to the System. The amount of reserve funds and methodology to calculate same must be included in the Master Plan.

ARTICLE 8. POWERS OF THE AUTHORITY

8.1. The Authority has the following general powers, which are granted to the Governing Board unless otherwise expressly provided for in this Agreement:

8.1.1. Develop, adopt, and implement a Master Plan consistent with the powers of the Authority and consistent with the terms and conditions stated in this Agreement.

8.1.2. Develop an annual revenue and expense budget for each fiscal year sufficient for the operation of the Authority.

8.1.3. Establish such rates, fees, and other charges and revenue sources allowed by law, including, without limitation, special assessments and tipping fees, to sufficiently fund and operate the System, which rates, fees, and other charges must be applied uniformly to each Party and will be set at no higher an amount than is reasonably required to accomplish the authorized purposes of the Authority (including all appropriate reserves). Notwithstanding the foregoing, the Authority may establish different rates, fees, or other charges for Parties that join the Authority after the Effective Date and may provide reasonable credits against any such rates, fees, or other charges for Parties that have made extraordinary contributions of funds, real property, other assets, services, or in-kind contributions to the Authority.

8.1.4. Provide for the processing of Recyclable Materials and Recovered Materials generated in each Party's jurisdiction.

8.1.5. Develop, implement, operate, and manage facilities and programs concerning the processing of Recyclable Materials and Recovered Materials and make same available to each Party on uniform terms. Nothing herein will prevent any Party from developing, implementing, operating, or managing programs concerning the processing of Recyclable Materials or Recovered Materials that do not conflict with the minimum standards set by the Authority. Notwithstanding the foregoing, the Authority may establish different terms for Parties that join the Authority after the Effective Date.

8.1.6. Set minimum standards for System Waste segregation or source separation programs at the point of generation or collection.

8.1.7. Operate services for the collection and transportation of System Waste or other types of waste identified in the Master Plan for collection or transport and, if the Authority chooses to operate such services, make said optional services available to each Party.

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

8.1.9. Conduct studies and research on strategies to improve the management of System Waste.

8.1.10. Provide monitoring of projects, programs, and facilities that directly or indirectly affect the System.

8.1.11. Provide education, outreach, and public information programs to increase the percentage of Recyclable Materials and Recovered Materials that are successfully recycled, to promote the reduction and reuse of Authority Solid Waste in the Parties' jurisdictions, and to increase public understanding of, and engagement with, the Authority's work.

8.1.12. Issue bonds or other instruments related to short- or long-term borrowing, and letters of credit or debt that materially relates to the System.

8.1.13. Sue and be sued, implead, and be impleaded in all courts.

8.1.14. Consistent with the powers described in this Article 8, the requirements of Chapter 403, Florida Statutes, and other applicable law, the Authority will have the power to contract with governmental agencies, individuals, public or private corporations, municipalities, and any other person or entity.

8.1.15. In order to fulfill the purpose and intent of this Agreement, and except as expressly limited by this Agreement, exercise all other necessary and appropriate powers of an independent entity created pursuant to Chapter 163, Florida Statutes, including without limitation, to acquire, at its discretion, personal or real property or any interest therein by gifts, lease, or purchase.

8.2. The Governing Board has power and authority to take the following actions:

8.2.1. Approval of annual budgets as described in Article 9.

8.2.2. Approval and levy of special assessments as described in Article 9.

8.2.3. Approval of revenue bonds.

8.2.4. Establish the aggregate maximum debt authority of the Executive Committee.

8.2.5. Purchase, sell, or lease any assets of the Authority, in any amount, subject to applicable law.

8.2.6. Enter into agreements for services in any amount, subject to applicable law.

8.2.7. Approval of the Master Plan, the Facilities Amendment, and other amendments, as described in Article 7 and subject to the terms and conditions stated in this Agreement.

8.2.8. Appointment of legal counsel to act as the general counsel and advisor to the Authority, including counsel to the Governing Board and the Executive Committee ("Authority Counsel"). The Authority Counsel will have such duties as authorized by the Governing Board and serve at the pleasure of same. No attorney or law firm may serve as the Authority Counsel if such attorney or law firm, or any other attorney within such attorney's law firm, is also: (a) serving as lead counsel for any Party (e.g., as a "City Attorney" for any Party or as County Attorney); (b) serving on the elected body of any Party; or (c) contracted to consult for or lobby on behalf of any Party. Any agreement by which the attorney or law firm is retained must require that, if such attorney or law firm becomes ineligible to continue to serve as the Authority Counsel, the attorney or law firm (as applicable) must resign from the position as expeditiously as is permitted by the applicable rules regulating attorney conduct.

8.2.9. Approval of the annual tipping fee(s), consistent with the terms and conditions of this Agreement.

8.2.10. Approval of any fictitious name or marketing name for the Authority.

8.2.11. Approval of any Governing Board rules of procedure.

8.2.12. Approval of bylaws for the Authority, including, without limitation, the extent of the powers and authority of the Executive Committee or Executive Director to: (a) approve and execute contracts for goods, services, and real property; (b) pursue, defend, and settle legal claims or litigation; (c) enter into revolving and other debt agreements; and (d) exercise other powers of the Governing Board.

8.3. Unless provided otherwise in this Agreement, the Executive Committee has the following powers:

8.3.1. Overseeing the operation and management of the Authority.

8.3.2. Establishing surety bond requirements for the Authority's officers and employees in such amounts as it deems necessary. The premiums for the bonds will be paid by the Authority in the same manner as any other operating expense.

8.3.3. Approval of operational policies for the Authority.

8.3.4. Approval of any annual plan of operations for the Authority.

8.3.5. Develop and recommend to the Governing Board tipping fees, rates, and other charges and revenue sources to sufficiently fund the System and the operation of the Authority.

8.3.6. Develop and recommend to the Governing Board an annual budget, including hosting public workshops and other forums for public input for the annual budget.

8.3.7. Develop and recommend bylaws for the Authority to the Governing Board.

8.3.8. Enforce Flow Control Ordinances (defined below) and the flow control provisions of Hauler contracts for System Waste, as the agent for the Municipal Parties and/or for County, if provided for in such ordinances and to the extent such action is necessary to comply with the Authority's obligations under this Agreement and the service agreements.

8.3.9. Initiate the process for the issuance of revenue bonds; provided that no such revenue bonds will be issued unless approved by the Governing Board and consistent with the terms of this Agreement.

8.3.10. For special assessments, retain any consultants necessary to conduct rate and methodology studies.

8.3.11. Appointment of the Executive Director and all personnel-related decisions regarding the Executive Director, including annual reviews, compensation, and, as necessary, removal.

8.4. The Executive Director serves as the chief executive officer of the Authority, responsible for the operation of the Authority in accordance with the policies and decisions of the Governing Board and the Executive Committee, and, among such other duties as authorized by those policies and decisions, has the following specific duties and responsibilities:

8.4.1. Hire and manage a chief sustainability officer for the Authority or other such employee with similar responsibilities regardless of title.

8.4.2. Hire and manage other such employees as authorized by the Governing Board through its approval of the annual budget as being necessary for the operation of the Authority.

8.4.3. Oversee all personnel issues with employees of the Authority, including setting salaries and benefits, annual reviews, discipline, and termination.

8.4.4. Serve as registered agent for all service of process on the Authority and execute documents on the Authority's behalf as authorized by the Governing Board.

8.4.5. Provide recommendations, assistance, and support as necessary for the Governing Board's adoption of a Master Plan.

8.4.6. Provide recommendations, assistance, and support as necessary for the Executive Committee's approvals of operational policies for the Authority and the annual plan of operations for the Authority.

ARTICLE 9. REVENUE, BORROWING, AND BUDGET

9.1. Special Assessments. In accordance with the provisions of Florida law, including Chapters 163 and 197, Florida Statutes, the Parties agree and stipulate that all improved properties in the geographical areas governed by any of the Parties (for County, the unincorporated area) receive a direct, substantial benefit by the provision of System Waste disposal and processing services by the Authority. Therefore, the Authority has the power to impose, levy, and collect (directly or indirectly) special assessments as a means of: financing the construction and/or acquisition of additions, extensions, and improvements to the System and/or the payment of the principal of and interest on bonds issued pursuant to this Agreement; paying the costs of operating, maintaining, and repairing the System; and providing funds for all other payments that are required to be made by the Authority in connection with the purposes of this Agreement.

9.2. Subject to Section 6.8, the Governing Board will have the power to set rates for and approve the levy, collection, and enforcement of special assessments by resolution, as provided by and consistent with Florida law and this Agreement. Prior to any vote of the Governing Board to levy a special assessment, the Authority will conduct, or hire a consultant to conduct, an assessment study. If such a study was performed on behalf of County and/or Municipal Parties prior to the creation of the Authority, the Governing Board may, in lieu of having a new study performed, adopt the findings of such earlier study if the Governing Board determines that such findings remain valid and reliable despite the passage of time.

9.3. Revenue Bonds and Other Instruments. The Governing Board will determine the need for the issuance of any bonds or other instruments related to short- or long-term borrowing, and the need for letters of credit that it deems necessary or convenient for the operation of the Authority.

9.4. The Governing Board must establish, and may amend, a maximum amount of aggregate debt that may be approved by the Executive Committee. The Executive Committee may approve the issuance of any debt in the aggregate up to that maximum amount. Any debt that exceeds that maximum amount will not be issued unless approved by the Governing Board.

9.5. Annual Budget. The Authority, through the Governing Board, must adopt an annual budget for each fiscal year, consistent with the requirements of Florida law as well as any procedural requirements established by local authorities such as the Broward County Property Appraiser and Broward County Tax Collector.

ARTICLE 10. AUDITING

10.1. The Executive Committee must appoint an external auditor to serve as auditor to the Authority ("Auditor"). The Auditor will, among other things, complete an annual audit of the Authority's receipts and expenditures. The Auditor will report directly to the Governing Board.

10.2. The Executive Committee will appoint five (5) of its members to serve on a Standing Audit Committee. The Standing Audit Committee will be responsible for the selection process for engaging and recommending an Auditor to the Executive Committee for appointment.

ARTICLE 11. COMMITMENT OF SYSTEM WASTE

11.1. Commitment of System Waste. The Parties must cause all System Waste that is: (a) identified by the Master Plan as acceptable for delivery into the System, and (b) generated in the Parties' respective boundaries (for County, within the unincorporated area), to be collected, transported, delivered, and deposited at the designated receiving facilities of the System pursuant to the Master Plan or annual plan of operations, except for System Waste that is transported outside the State of Florida. Except with the prior express written consent of the Authority, no Party will deliver (directly or by contract) into the System any waste, debris, substance, constituent, object, or material that does not qualify as System Waste.

11.2. Regulatory Flow Control. No later than the effective date of the Facilities Amendment, each Party agrees to enact a flow control ordinance pursuant to Section 403.713, Florida Statutes, in a form provided by the Authority, directing that all System Waste generated within its respective geographic boundaries (for County, within the unincorporated area) be delivered to the System, as designated in the Master Plan, except for such waste that is to be transported outside the State of Florida ("Flow Control Ordinance"). Each Party shall maintain their respective Flow Control Ordinances in effect throughout its participation as a Party. Nothing in this section requires a Party to enact a Flow Control Ordinance that operates to terminate or breach any existing contractual agreement the Party has in place prior to becoming a Party ("Conflicting Agreements"); however, each Party must provide copies of all such Conflicting Agreements to the Authority at the time it becomes a Party and shall not renew or extend any such Conflicting Agreement. For those Parties with existing Conflicting Agreements in place on the Effective Date, the adoption of a Flow Control Ordinance under this section must specify that it becomes effective upon the expiration or earlier termination of such existing Conflicting Agreements. Notwithstanding anything else contained herein, this Agreement does not require any Party to violate the prohibitions in Sections 403.7046(2) or 403.713(2), Florida Statutes, concerning the sale and management of Recovered Materials.

11.3. Each Party agrees to include in any Hauler contracts or contract amendments executed after the Effective Date, a provision that all System Waste must be delivered to the System, except for any waste generated within that Party's then-current geographic boundaries that is shown to be destined for recycling or disposal outside the State of Florida, and each Party must strictly enforce such contract obligation. In each such contract and all contract amendments, the Authority must be expressly identified as a third-party beneficiary for the sole purpose of enforcing such provisions, if enforcement is necessary, to ensure the delivery of System Waste to the System. Prior to initiating any such enforcement action, the Authority must communicate and coordinate with the relevant Party.

11.4. System Waste Reporting Ordinance. Each Party agrees to enact and maintain in effect a System Waste reporting ordinance, in a form provided by the Authority, directing that each Hauler report on a monthly basis all of the following information to their contracting Party or Parties, with a copy to the Authority:

11.4.1. The amount of each category of System Waste collected in each Party's jurisdiction in cubic yards or tons.

11.4.2. Where each category of System Waste collected by the Hauler has been transported. Identification will be by the name and address of the receiving facility.

11.4.3. The quantity (either by volume, weight, or number and size of all trucks or containers) of System Waste that is not processable by a waste-to-energy plant or other System facility that has been collected by the Hauler and that is to be transported outside the State of Florida.

11.4.4. Where the System Waste that is not processable by a waste-to-energy plant or other System facility has been transported outside of the State of Florida. Identification will be by the name and address of the receiving facility.

The System Waste reporting ordinance provided in this section must be adopted by each Party no later than the date determined by the Executive Committee, which shall be no earlier than the date of adoption of the Master Plan.

11.5. With the prior consent of the Authority, any Party may appoint the Authority as its agent for the enforcement of obligations in any agreement, license, permit, franchise, or other arrangement related to the obligations of this article.

11.6. Each Party agrees to include the obligation to comply with the requirements of the ordinances required by Sections 11.2 and 11.4, respectively, in all applicable agreements, licenses, permits, franchises, or other arrangements with Haulers entered into on or after the Effective Date.

11.7. Title to and Interest in System Waste. The Parties relinquish to the Authority any and all title to and interest in System Waste collected within their respective boundaries, effective upon delivery of that System Waste to the System. To the maximum extent provided under applicable law, and except as otherwise provided herein, upon delivery of their System Waste to the Authority, the Parties also relinquish to the Authority all liability for the proper management and disposal of such System Waste.

11.8. Commitment Limited by Existing Agreements. Notwithstanding anything to the contrary in this Agreement, the Authority will not, and this Agreement will not, require any Party to take any action that would breach or conflict with any current agreement concerning System Waste, including, without limitation: the June 2012 agreement between County and Wheelabrator Environmental Systems Inc. (now WIN-Waste Innovations, Inc.) for solid waste disposal services and the May 2015 Global Amendment thereto; the September 2012 interlocal agreement for solid waste disposal support services, as amended; the April 2015 Settlement Agreement between Waste Management Inc. of Florida and the City of Coconut Creek; any debris clearing or temporary debris management site contract that predates the Effective Date; or any Hauler contract that predates the Effective Date. In addition, the Authority will not, and this Agreement will not, require any Party to take any action that would breach or conflict with the Interlocal Agreement between Broward County and various municipalities for Optional County Services for Keep Broward Beautiful, Household Hazardous Waste and Electronics, and Bulk Trash and Yard Waste Drop-Off Programs, or any successor agreement concerning Household Hazardous Waste.

ARTICLE 12. DEBT OBLIGATIONS

Except as expressly provided in this Agreement or applicable law, any debt obligations incurred by the Authority will be the sole obligation of the Authority and will not be an indebtedness of any Party or Parties within the meaning of any constitutional, statutory, charter, ordinance provision, or other limitation of such Party. No Party is obligated to pay or cause to be paid any amounts due under this Agreement except as expressly provided or incorporated herein, and no Party pledges its full the faith and credit for the payment of any such amounts.

ARTICLE 13. RELATIONSHIPS OF THE PARTIES

Except as set forth herein, nothing in this Agreement imposes upon any Party any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other Party, and nothing in this Agreement will be deemed to make any Party a partner, agent, or local representative of any other Party or to otherwise create any type of fiduciary responsibility or relationship of any kind whatsoever among the Parties, except as expressly stated herein. The obligations created and imposed by this Agreement are not joint; rather, such obligations are separate and several among the Parties.

ARTICLE 14. INDEMNIFICATION

14.1. <u>Indemnification Obligations</u>. The Authority will, at its sole cost and expense, indemnify, hold harmless, and defend ("Indemnification Obligations") each Party and each Party's current, past, and future officers, agents, and employees (each, an "Indemnified Party"), to the maximum extent permitted by law, from and against any and all causes of action, demands, claims, counterclaims, third-party claims, administrative actions, damages of any kind (including, without limitation, personal injury or bodily harm), destruction, losses, liabilities, costs (including, without limitation, costs of investigations, assessments, clean up, fines, violations, punitive damages, regulatory reopeners, and/or remediation), and expenditures of any kind, including, without limitation, attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, for the matters described in this section and/or in Sections 14.2 and 14.3 below (each a "Claim"). Notwithstanding the Indemnification Obligations in this article, nothing herein shall act as a waiver by a Party or the Authority of any limitation on liability, including but not limited to sovereign immunity and limitations on tort liability as provided in Section 768.28, Florida Statutes.

14.2. <u>System-Related Claims</u>. The Authority must fulfill its Indemnification Obligations to each Indemnified Party, regardless of whether the Indemnified Party allegedly or actually caused, directly or indirectly, in whole or in part, any Claim(s) arising from, relating to, or in connection with, any or all of the following:

(a) any alleged, threatened, or actual presence or release of any Hazardous Materials in, on, above, or under any site that is or was part of the System at a time when such Hazardous Materials were threatened to be released or actually present or released;

(b) any actual, proposed, or threatened use, treatment, storage, holding, existence, disposition, discharge, or other release, generation, production, manufacturing, processing, refining, control, management, containment, abatement, removal, handling, or transfer of any Hazardous Materials located in, under, on, or above any site that is or was in the System, or transportation of any Hazardous Materials to or from the System (collectively, "Covered Activity");

(c) any actual or proposed assessment, clean up, and/or remediation of any Hazardous Materials at any time located in, under, on, or above any site that is or was in the System, whether or not such assessment, clean up, and/or remediation is voluntary or pursuant to court or administrative order, including any resulting or required clean up, control, management, containment, abatement, removal, remedial, or corrective action;

(d) the imposition, recording, or filing or the threatened imposition, recording, or filing of any environmental lien encumbering any site that is or previously was part of the System at any time during the Term;

(e) any past, present, or threatened injury to, destruction of, or loss of natural resources relating to the construction, use, operation, or maintenance of the System or within the System, including claims for damages, contribution, costs to investigate and assess such injury, destruction, or loss; or

(f) any actual or threatened failure to comply with any debt obligation incurred by the Authority.

14.3. Claims for Acts or Omissions of Authority Actors. The Authority must fulfill its Indemnification Obligations to each Indemnified Party for Claims that are caused or alleged to be caused, in whole or in part, by any act or omission of the Authority, its officers, employees, agents, or contractors acting on behalf of the Authority (collectively, "Authority Actors") for any Claims, including, without limitation, those arising from, relating to, or in connection with one or more of the following by one or more Authority Actors:

(a) any actual or threatened breach of any obligation contained within or undertaken as a result of this Agreement;

(b) any failure to comply with any provision or material obligation contained within or undertaken as a result of the Master Plan;

(c) any intentional, reckless, or negligent act or omission;

(d) arranging for storage, handling, treatment, disposal, or transport of Hazardous Materials to, from, or at any facility or incineration vessel containing such or similar Hazardous Materials; or

(e) any past, present, or threatened noncompliance with or violation of: (i) any environmental laws, including, without limitation, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapters 376 and 403, Chapters 62-701 through 62-787 of the Florida Administrative Code, the Clean Water Act, 33 U.S.C. § 1321, et seq., RCRA, 42 U.S.C. § 6901, et seq., CERCLA, 42 U.S.C. § 9601, et seq., Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 799, 49 C.F.R. § 172.101; (ii) any ordinance, regulation, standard, condition, requirement, permit, license, or authorization; or (iii) any order of any governmental authority.

14.4. Defense of Claims. The Authority must, upon written notice of a Claim from an Indemnified Party, defend that Indemnified Party with counsel selected by the Authority and approved by the Indemnified Party, which approval will not be unreasonably withheld.

14.5. Right to Withhold. If considered necessary by an Indemnified Party, any amounts due the Authority from that Indemnified Party under Section 5.4, whether as provided for in this Agreement or any subsequently adopted Master Plan, may be retained by the Indemnified Party until all Claims against the Indemnified Party subject to the Indemnification Obligations have been settled or otherwise resolved by the Authority. Any withheld amounts shall not be subject to payment of interest.

14.6. Exclusions. Notwithstanding anything in this article to the contrary, nothing in this Agreement will be construed to require the Authority (or any successor thereto) to fulfill the Indemnification Obligations if prohibited by applicable law (including, without limitation, the restrictions stated in Section 768.28(19), Florida Statutes), or in connection with a Claim in which an Indemnified Party seeks to be relieved of its statutory liabilities, with exceptions for joint and several liabilities, caused by that Indemnified Party's intentional delivery (whether directly or indirectly, including by contract) of previously known Hazardous Materials into the System without the prior express written consent of the Authority. Nothing in this article limits the defenses available to the Authority (including under Section 768.28, Florida Statutes) in the defense of an Indemnified Party pursuant to the Indemnification Obligations.

14.7. Survival of Indemnification Obligations. The Authority's Indemnification Obligations survive the expiration or earlier termination of this Agreement.

ARTICLE 15. DEFAULT

If any Party or the Authority fails to perform or observe any of the material terms and conditions of this Agreement and fails to cure such failure within sixty (60) days after receipt of written notice of such default from another Party or from the Authority (or, if such failure cannot be reasonably be cured within sixty (60) days, the Party fails to promptly initiate and diligently pursue cure to completion), then in addition to any other claim at law or in equity, the Party giving the notice of default shall be entitled, but is not required, to seek specific performance of this Agreement. The Parties acknowledge that money damages may be an inadequate remedy for the failure to perform and that the Party giving notice is entitled to obtain an order requiring specific performance, injunction, or other equitable relief. Failure of any Party to exercise its rights in the event of any breach by another Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver is in writing and signed by the waiving Party, with such waiver limited to the terms specifically contained therein.

ARTICLE 16. AMENDMENTS TO THIS AGREEMENT

16.1. Except as expressly authorized in Sections 3.3, 8.1.8, and this article, this Agreement may only be amended as follows:

16.1.1. The Executive Committee is responsible for recommending proposed amendments to this Agreement to the Governing Board.

16.1.2. Upon approval of a proposed amendment to this Agreement by the Governing Board, the Executive Director shall provide notice of the proposed amendment to all Parties of the Authority by forwarding a copy to each Party for consideration by that Party's elected body.

16.1.3. Any amendment that substantively modifies any of the following provisions, or that concerns any of the following subjects, will not be effective unless approved by every Party's elected body:

16.1.3.1. Article 3 (Formation);

16.1.3.2. Article 4 (Duration);

16.1.3.3. Section 6.2.1 (Governing Board Membership);

16.1.3.4. Section 6.3.1 (Executive Committee Membership);

16.1.3.5. Section 6.8 (Major Decisions);

16.1.3.6. Section 8.1 (Powers of the Authority), except for Section 8.1.8;

16.1.3.7. Article 12 (Debt Obligations);

16.1.3.8. Article 14 (Indemnification);

16.1.3.9. Article 17 (Dispute Resolution Process; Authority Liability; Choice of Law, Venue, Jury Trial Waiver);

16.1.3.10. Wind Down (as defined in Section 3.3.3.2); or

16.1.3.11. Disposition of assets owned by the Authority.

16.1.4. Except as otherwise provided in this Agreement, all amendments are effective if approved by the elected bodies of Parties representing at least two-thirds (2/3) of the total population of the Parties plus a majority of the Parties; however, if a Party does not give notice of its elected body's rejection of the proposed amendment within ninety (90) days after that Party received notice of the amendment, that Party will be deemed to have approved the amendment.

16.1.5. Notwithstanding Section 16.1.4, no amendment that directly or indirectly: (a) creates any additional liability or obligation of any one Party (but not all Parties), (b) disproportionately removes a right of only one Party, or (c) has a disproportionate adverse effect on any Party, will be effective unless it is approved by such Party (or Parties) as evidenced by the adoption of a resolution approving the amendment by that Party's (or Parties') elected body.

16.1.6. This Agreement may not be amended to provide greater powers to the Governing Board, the Executive Committee, or the Executive Director than have been granted to the Authority.

16.2. Unless the amendment states otherwise, the amendment will take effect upon certification by the Governing Board that the necessary approvals of the Parties have been obtained.

ARTICLE 17. DISPUTE RESOLUTION PROCESS; AUTHORITY LIABILITY; CHOICE OF LAW, VENUE, JURY TRIAL WAIVER

17.1. Informal Dispute Resolution. The following procedure will apply to resolve a dispute between the Authority and any number of Parties, or between Parties, relating to matters arising out of this Agreement ("Dispute"): (i) the Authority or the Party will issue written notice of the Dispute to the Party or the Authority, as applicable, and any other applicable Parties; and (ii) the parties to the Dispute will use reasonable efforts to resolve the Dispute within sixty (60) days after the written notice, including through informal settlement meetings, discussions, mediation, or other process as may be agreed among them. The parties to the Dispute may jointly agree to extend the day deadline for informal dispute resolution.

17.2. Formal Dispute Resolution. If the Dispute is not fully resolved through the informal dispute resolution process described in Section 17.1, the parties to the Dispute will follow the conflict resolution procedures for governmental disputes as provided in Chapter 164, Florida Statutes.

17.3. Failure to Resolve through Formal Dispute Resolution. If the processes required by Sections 17.1 and 17.2 fail to resolve the Dispute, the Authority and/or applicable Parties may litigate such Dispute.

17.4. Court-Ordered Dissolution of Authority; Termination of Agreement. In addition to any remedy at law or equity that a Party may have against the Authority, if a court of competent jurisdiction enters a final judgment that (a) the Authority is incapable of performing the services for which it was created, or (b) the actions or inactions of the Authority have prevented County from performing its obligations under Section 403.706, Florida Statutes, such court may order monetary damages (against the Authority but not against any members of the Authority) or equitable relief including, without limitation, the termination of this Agreement and the dissolution of the Authority.

17.5. Authority Liability for Capital Expansion of County Solid Waste Disposal Facilities. In addition to any other damages or remedies at law or in equity, if the Authority fails to perform its obligations under Sections 7.2 or 7.3 and, as a result, County undertakes an expansion of its solid waste disposal facilities to ensure it can satisfy its statutory obligations under Section 403.706, Florida Statutes, to provide disposal capacity for Authority Solid Waste generated in each Party's jurisdiction, the Authority shall be liable and responsible for payment to County of costs incurred by County for such capital expansion through the end of the of the remaining projected useful life of the disposal facility or facilities. Neither a reduction in the amount of Authority Solid Waste disposed of because of increases in the amount of Recyclable Materials lawfully processed or recycled at an appropriate site, nor a reduction in Authority Solid Waste disposal capacity at any Authority-owned facility resulting from County's exercise of its right of first refusal, pursuant to Article 18, shall be deemed a failure by the Authority to perform its obligations under Sections 7.2 or 7.3 of this Agreement.

17.6. Choice of Law; Venue; Waiver of Jury Trial. This Agreement and all disputes between the Parties and the Authority arising out of or relating to this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The sole and exclusive venue for any litigation related to or arising out of this Agreement, or the duties and responsibilities of the Authority and the Parties, shall be in State Courts of the Seventeenth Judicial Circuit, in and for Broward County, Florida. **EACH PARTY KNOWINGLY, VOLUNTARILY, AND UNEQUIVOCALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY FOR ANY CLAIMS, WHETHER IN CONTRACT, TORT, OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

ARTICLE 18. RIGHT OF FIRST REFUSAL

18.1. Prior to entering an agreement to sell real property owned by the Authority of any value, including the associated material property, plant, or equipment (collectively referred to as "Authority Property"), the Authority must provide a copy of the offer, letter of intent, or proposed agreement ("Offer") to all Parties. The Parties will have a right of first refusal to purchase the Authority Property at the same price, and on the same terms and conditions, as the Offer, as provided below:

> 18.1.1. If the Authority Property is a "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022), County will have the right of first refusal. If County does not exercise the right of first refusal provided in this section, the Municipal

Party or Municipal Parties where the Authority Property is located will have the right of first refusal.

18.1.2. For all other Authority Property, the Municipal Party, Municipal Parties, and/or County (for Authority Property located within unincorporated Broward County) where the subject Authority Property is located will have the right of first refusal. For Authority Property located within the territorial jurisdiction of more than one local governmental entity (e.g., two Municipal Parties or a Municipal Party and unincorporated Broward County), the right of first refusal may be exercised jointly or, if one Party elects not to exercise the right, by the other applicable Party. If no Municipal Party exercises the right of first refusal provided in this section, County will have the right of first refusal.

If the applicable Party does not provide the Authority with notice of its intent to exercise its right of first refusal within sixty (60) days after the Authority provides the Parties with a copy of the Offer, the Authority may proceed with the sale of the Authority Property. If County does not provide the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.1, the relevant Municipal Party or Municipal Parties will have sixty (60) days after receipt of notice from the Authority that County has not exercised its right to provide notice of intent to exercise its right of first refusal. If no Municipal Party provides the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.2, County will have sixty (60) days after receipt of notice from the Authority that no applicable Municipal Party has exercised its right to provide notice of its intent to exercise its right of first refusal.

ARTICLE 19. MISCELLANEOUS

19.1. Assignment. Except in the event of merger between Parties or the dissolution of a Party, wherein the successor to the Party will automatically become a Party, this Agreement, or any interest herein, may not be assigned, transferred, or otherwise encumbered, under any circumstances by any Party without the prior written consent of all other Parties to this Agreement, which will not be unreasonably withheld. Subject to Section 6.8, nothing herein will be deemed to restrict or prohibit the Authority's assignment of its rights and obligations as is deemed necessary or appropriate by the Authority for the provision of services under this Agreement.

19.2. Notices. All notices, consents, and other communications required, permitted, or otherwise delivered under this Agreement must be in writing and delivered either by hand with proof of delivery or mailed by first class registered or certified mail, return receipt required, postage prepaid, with contemporaneous email, and in any case must be addressed to each Party's mayor, with copies to its chief executive officer (e.g., City/Town Manager, County Administrator, etc.) and its chief legal officer (e.g., City/Town Attorney, County Attorney, etc.), at the address of its main headquarters. Notices, consents, and other communications given by mail in accordance with this section will be deemed to have been given five (5) business days after the postmarked date; notices, consents, and other communications given by any other means will be deemed to have been given when received.

19.3. Incorporation of Agreements. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings, applicable to the matters contained therein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

19.4. Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

19.5. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, then (a) that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not), and (b) the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practicable, implement and give effect to the intentions of the Parties. If an unenforceable provision is modified, disregarded, or amended in accordance with this section, the rest of this Agreement is to remain in effect as written.

19.6. Representations and Warranties. Each Party hereby represents and warrants as to itself as follows:

19.6.1. It is duly organized and validly existing under the constitution and laws of the State of Florida, with full legal right, power, and authority to enter into and perform its obligations hereunder;

19.6.2. This Agreement has been duly authorized, executed, and delivered by it and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by Article X, Section 13 of the Florida Constitution or by bankruptcy, moratorium, reorganization or similar laws affecting the right of creditors generally);

19.6.3. Neither the execution nor delivery of this Agreement, nor the performance of such Party's obligations hereunder nor the fulfillment of the terms herein: (a) conflicts with, violates or results in a breach of the Constitution, any law or government regulation of the State of Florida, or any other local law or ordinance; or (b) conflicts with, violates, or results in any breach of any term or condition of any judgment or decree, or any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, or constitutes a default thereunder; and

19.6.4. Except for the procedures provided under Chapter 163 and Chapter 75, Florida Statutes, and such action as has already been taken, no approval, authorization, or order of, or any consent or declaration, registration or filing with, any governmental authority of the State of Florida, or any referendum or other action of voters by election, is required for the valid execution, delivery, and performance of this Agreement by it.

19.7. The applicable financial disclosure, noticing, and reporting requirements of the Authority shall be those provided by general law.

19.8. Intellectual Property. The Authority will have all right, title, and interest in and to any intellectual property created by or for the Authority. No other Party will make any claim of ownership to any such intellectual property or will have any rights to the intellectual property other than as expressly set forth in a written agreement between the Board and that other Party.

19.9. Sovereign Immunity. Except to the extent sovereign immunity is expressly waived by entering into this Agreement among the Parties, nothing herein is intended to serve as a waiver of sovereign immunity by any of the Parties nor shall anything included herein be construed as consent by any of the Parties to be sued by third parties in any matter arising out of this Agreement.

19.10. Interpretation. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any references to “must,” “shall,” or “will” are obligatory. All citations to “Florida Statutes” mean those statutes as may be amended from time to time, except for references to the term “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022). Any reference to “days” means calendar days, unless otherwise expressly stated.

19.11. Third-Party Beneficiaries. The Parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against any of them based upon this Agreement.

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

19.13. Joinder by Authority. This Agreement is contingent upon the Authority, by majority vote of the Governing Board at its first meeting, agreeing to the terms, conditions, and obligations of the Authority as provided for in this Agreement and execution of the joinder of Authority provided for herein. Other than ministerial matters of procedure of the Governing Board, including election of a Chair and Vice-Chair, and other than executing the joiner, the Authority may not exercise any power under this Agreement until and unless it has executed such joinder, and this Agreement automatically terminates should the Governing Board fail to join in this Agreement by the end of its first meeting.

19.14. No Damages for Compliance with Future Applicable Law; Litigation Court Orders impacting Authority Operations. If any Party fails to meet its responsibilities or perform its obligations under this Agreement as a result of actions it takes in compliance with applicable laws, codes, advisory circulars, rules, regulations, ordinances, or orders of any federal, state, or other governmental entity (other than orders of the Party itself) issued, enacted, adopted, or promulgated after the Effective Date ("Future Applicable Law"), that Party shall not be liable to any other Party or to the Authority for damages, provided that such Party: (a) pursues any colorable challenge to the Future Applicable Law and the challenge proves unsuccessful (in whole or in applicable part); (b) issues written notice, with contemporaneous email, to the Authority and to all Parties within fifteen (15) days after the filing of or the initiation of such litigation; and (c) consents to intervention by the Authority and any other Party in such litigation. In addition, if a Party is named as a defendant in any litigation concerning solid waste, recycling, or issues likely to impact the Authority's operations or that Party's obligations under the Agreement, that Party must provide written notice of same to the Authority and all Parties within fifteen (15) days after the litigation was filed or the issue(s) otherwise arose (in the event the issue will be considered by any court within such fifteen (15) day period, such notice shall be provided as promptly as is practical after the Party receives notice of such pending court consideration) and consent to intervention in such litigation by the Authority and any other Party.

19.15. Notwithstanding anything to the contrary contained within or alluded to in this Agreement, nothing in this Agreement shall in any way diminish or modify any right or power of County to take the following actions before the Formation Conditions have been met:

> 19.15.1. Implement any recycling program County determines will help meet recycling goals established by the state or the Authority or identified by any expert retained by County, the Solid Waste Working Group established by the "Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System" between Broward County municipalities and County with an effective date of October 1, 2019, or the Authority; or
>
> 19.15.2. Contract for solid waste disposal capacity, or options therefor, with reasonable opportunities for coordination with representatives of the Authority, on such terms and conditions County determines will benefit the public, provided that: (a) the terms of any such agreement(s) contain a provision permitting County to assign the agreement(s) to the Authority after the Formation Conditions have been met; and (b) the Authority is not bound by such agreement(s) without its consent.

In addition, nothing contained within or alluded to in this Agreement shall at any time or in any way impede County from acting as it deems prudent to enable it to offer solid waste disposal capacity to municipalities that are not a party to the Agreement.

19.16. <u>No Additional Financial Obligations</u>. Notwithstanding anything to the contrary in this Agreement, prior to the Formation Conditions being met, the Authority shall take no action that in any way obligates any Party or Broward County resident to expend any money other than the amounts funded by the Parties as expressly stated in Section 5.4.

[The remainder of this page is intentionally left blank.]

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

[SIGNATURE PAGES OF PARTIES TO FOLLOW]

JOINDER BY AUTHORITY

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

Signed: ______________________________

Print Name: __________________________

Title: ________________________________

Date: ________________________________

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 2nd day of May, 2023, and the Municipal Parties, signing by and through their authorized signers.

COUNTY

ATTEST:

____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By_____________________________
Mayor

____ day of ______________, 2023

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

By_____________________________
Matthew Haber (Date)
Assistant County Attorney

By_____________________________
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

AGENDA ITEM REPORT

To:	
Subject:	Purchase of two vehicles for CSA program previously approved on Feb 8, 2023
Meeting:	PUBLIC NOTICE WORKSHOP COMMISSION MEETING - Apr 26 2023
Department:	Police Department
Staff Contact:	David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

Commission approved CSA program on Feb 8, 2023. This request is specifically for the vehicles for the two CSA's vehicles and stripping and in and following our procurement policy.

FINANCIAL IMPACT:

$63,960.00

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

Staff recommends purchase thru the ARPA program rather then Lease

ALTERNATIVES:

N/A

ATTACHMENTS:

Q#6994195 Ford Escape Base 4dr Front-Wheel Drive

Open-End (Equity) Lease Rate Quote

Quote No: 6994195

Prepared For:	Town of Pembroke Park, Florida	**Date**	04/13/2023
	Tallentire, Marc	**AE/AM**	JG9/A0M
Unit #			
Year	2023 **Make** Ford **Model** Escape		
Series	Base 4dr Front-Wheel Drive		
Vehicle Order Type	In-Stock **Term** 60 **State** FL **Customer#** 597381		

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Est Price from Dealer Stock - CSA
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Ebony w/Cloth Front Bucket Seats
Lic. Plate Type	Yellow City
GVWR	0

$ 30,540.00		Capitalized Price of Vehicle [1]
$ 0.00	*	Sales Tax 0.0000% **State** FL
$ 450.00	*	Initial License Fee
$ 0.00		Registration Fee
$ 200.00	*	Other: (See Page 2)
$ 30,539.00	*	Capitalized Price Reduction
$ 0.00	*	Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 1.00		Total Capitalized Amount (Delivered Price)
$ 0.01		Depreciation Reserve @ 1.0000%
$ 45.81		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) [2]
, Including Management Fee of		$ 45.81
$ 45.82		**Total Monthly Rental Excluding Additional Services**

Additional Fleet Management

Master Policy Enrollment Fees

$ 0.00	Commercial Automobile Liability Enrollment		
	Liability Limit $0.00		
$ 0.00	Physical Damage Management	Comp/Coll Deductible	0 / 0
$ 95.60	Full Maintenance Program [3] Contract Miles 100,000	OverMileage Charge	$ 0.0450 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 2	# Tires 4	Loaner Vehicle Not Included
$ 95.60	**Additional Services SubTotal**		
$ 0.00	Sales Tax 7.0000%	**State** FL	
$ 141.42	**Total Monthly Rental Including Additional Services**		
$ 0.40	Reduced Book Value at 60 Months		
$ 400.00	Service Charge Due at Lease Termination		

Quote based on estimated annual mileage of 20,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Town of Pembroke Park, Florida

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

[2] Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain

separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment 39 - Estimate for CSA Unit	B	$ 7,622.60
Total Aftermarket Equipment Billed		$ 7,622.60
Total Aftermarket Equipment Capitalized		$ 0.00
Aftermarket Equipment Total		$ 0.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	$ 200.00
Courtesy Delivery Fee	B	$ 0.00
Total Other Charges Billed		$ 200.00
Total Other Charges Capitalized		$ 0.00
Other Charges Total		$ 200.00

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 6994195

VEHICLE INFORMATION:

2023 Ford Escape Base 4dr Front-Wheel Drive - US

Series ID: U0F

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$26,675	$27,500.00
Total Options	$2,310.00	$2,310.00
Destination Charge	$1,495.00	$1,495.00
Total Price	**$30,480.00**	**$31,305.00**

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White

Interior: VH-(0 I) Ebony w/Cloth Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A	NC	NC
106WB	106" Wheelbase	STD	STD
425	50-State Emissions System	STD	STD
448	Transmission: 8-Speed Automatic	Included	Included
99N	Engine: 1.5L EcoBoost	Included	Included
CSA	Est Price from Dealer Stock - CSA	$2,310.00	$2,310.00
FPASS	FordPass Connect	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDAX	3.81 Axle Ratio	Included	Included
STDGV	GVWR: TBD	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: 225/65R17 AS BSW	Included	Included
STDWL	Wheels: 17" Steel w/Sparkle Silver-Painted Covers	Included	Included
SYNC	SYNC 4	Included	Included
V	Cloth Front Bucket Seats	Included	Included
VH_02	(0 I) Ebony w/Cloth Front Bucket Seats	NC	NC
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:
- Number Of Doors 4
- Rear Cargo Door Type: liftgate
- Driver And Passenger Mirror: power remote manual folding side-view door mirrors
- Spoiler: rear lip spoiler
- Door Handles: black
- Front And Rear Bumpers: body-coloured front and rear bumpers with metal-look rub strip
- Front Bumper Insert: black front bumper insert
- Body Material: fully galvanized steel body material
- Body Side Cladding: black bodyside cladding
- Grille: black grille
- Exhaust Tip: chrome tip exhaust

Convenience Features:
- Air Conditioning manual air conditioning
- Air Filter: air filter
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver 1-touch down
- 1/4 Vent Rear Windows: power rearmost windows
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Remote Engine Start: remote engine start - smart device only (subscription required)
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
- Emergency SOS: SYNC 4 911 Assist emergency communication system
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with covered box
- Overhead Console: mini overhead console with storage
- Glove Box: glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:
- radio AM/FM stereo with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: FordPass Connect 4G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:
- Headlamp Type delay-off aero-composite LED low/high beam headlamps
- Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
- Front Wipers: variable intermittent speed-sensitive wipers wipers
- Rear Window wiper: fixed interval rear window wiper
- Rear Window Defroster: rear window defroster
- Tinted Windows: light-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front and rear reading lights

Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5

- Front Bucket Seats: front bucket seats
- Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
- Reclining Driver Seat: manual reclining driver and passenger seats
- Driver Height Adjustment: manual height-adjustable driver and passenger seats
- Driver Fore/Aft: manual driver and passenger fore/aft adjustment
- Front Centre Armrest Storage: front centre armrest
- Rear Seat Type: rear manual reclining 60-40 split-bench seat
- Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
- Rear Folding Position: rear seat fold-forward seatback
- Leather Upholstery: cloth front and rear seat upholstery
- Headliner Material: full cloth headliner
- Floor Covering: full carpet floor covering
- Dashboard Console Insert, Door Panel Insert Combination: metal-look/piano black instrument panel insert, door panel insert, console insert
- Shift Knob Trim: metal-look shift knob
- Floor Mats: carpet front and rear floor mats
- Interior Accents: metal-look interior accents
- Cargo Space Trim: carpet cargo space
- Trunk Lid: plastic trunk lid/rear cargo door
- Cargo Tie Downs: cargo tie-downs
- Cargo Light: cargo light
- Concealed Cargo Storage: concealed cargo storage

Standard Engine:

- Engine 180-hp, 1.5-liter I-3 (premium)

Standard Transmission:

- Transmission 8-speed automatic w/ OD

TOWN OF PEMBROKE PARK

Town Travel Policy

RE:	Travel Policy	POLICY:	2023.04.18
EFFECTIVE DATE #:	April 26, 2023	UPDATED:	

Attendance of Town employees, including full-time, and elected or appointed commissioners at professional meetings and training courses benefits them, the Town and, therefore, the performance of public purpose through increased awareness of technical and administrative developments through the exchange of ideas with their peers. Additionally, travel may be part of an employee's official duties.

OBJECTIVES:

To provide reasonable, systematic means by which travel for Town purposes may be approved and controlled, consistent with efficient and economical operation.

To standardize travel costs and policies for Town employees and commissioners regardless of funding source or purpose of trip.

RESPONSIBILITIES:

1. **OFFICIAL BUSINESS** – Travel on official business, whether local or overnight, must be authorized by a department head for his/her staff or the Town Manager for his/her direct staff and elected commissioners.

2. **REIMBURSEMENT**

    a. Employees/commissioners travelling on Town business, in or out of the State, will be reimbursed for trip expenses as indicated in this regulation.

    b. **Eligible expenses:** Employees/Commissioners traveling on Town business shall receive transportation and registration at actual cost and lodging and meals at per diem rates as provided in the following link to the Federal GSA website https://www.gsa.gov/travel/plan-book/per-diem-rates. In the case that an official or employee is attending a conference or meeting on Town business, the sponsor venue rate will supersede the GSA rate. To minimize travel expenses, the attendee may stay in the hotel where the conference meeting is taking place if, after review, it is deemed to be in the best interest of the Town to minimize travel expenses. meals will be allocated as a percentage of the per diem rate as follows: Breakfast – 15%, Lunch – 30%, and Dinner 55%.

If the registration cost includes a full meal, e.g., a standard breakfast, lunch or dinner, or the employee/official requests on the travel form the cost of a ticker to attend a formal banquet as part of the trip, then the respective portion of the per diem will be disallowed based on the percentage above. Other reasonable travel expenses, such as taxi fares, tolls, parking fees and registration fees will be reimbursed at actual cost.

c. **Guests:** The Town is not responsible for any of the costs of a traveler's guests. All expenses related to a traveler's guests are the responsibility of the traveler.

3. PAYMENT OF TRIP EXPENSES

a. **Advances:** The Finance Director is authorized to make advances to employees/commissioners to cover the anticipated cost of the trip. The Finance Director will make such advances only upon receipt of the approved Travel Request Form and any related direct vouchers from the Budget and Finance Department. Such advances may include the anticipated cost of subsistence and travel of any person transported in the custody of a police officer in the performance of official duties.

b. **Actual Expenses:** Within ten (10) working days after the traveler returns, the traveler shall complete a Travel Expense Report Form which itemizes actual trip expenses. Receipts for the traveler's expenses and, if applicable, for any person transported in the traveler's custody, must be included with the form. The form is to be submitted to the Budget and Finance Department for review and the signature of the Finance Director.

If the traveler received an advance greater than the actual expenses, the traveler shall return the excess funds to the Budget and Finance Department within five (5) working days of the traveler's return. If the traveler with reasonable cause expended more than estimated in the advance, the Finance Department as part of its review will prepare and issue a reimbursement check to the traveler.

The Town does not require receipts for meals purchased with advanced per diem funds. The only time the receipt is required is when the traveler pays with the Town's credit card.

4. COMPUTATION OF TRAVEL TIME

a. Continuous travel of twenty-four (24) hours or more away from the Town, based on calendar day of midnight to midnight; the traveler shall be reimbursed from the time the trip begins to the time the traveler returns to the Town, for expenses as provided in section 2(B).

b. Continuous travel of less than twenty-four (24) hours which involved overnight absence from the Town: In all cases, the travel period begins when the trip begins. The traveler shall be reimbursed for any expenses provided in Section 2(B).

c. Travel for short or day trips where the traveler is not away from the Town overnight: The traveler shall be reimbursed for any expenses as provided in section 2(B).

5. **MODE OF TRANSPORTATION –** The most economic method of transportation is recommended although consideration shall be given to the following factors:
   a. Purpose of trip
   b. Work time to be missed by the traveler.
   c. Number of persons making the trip
   d. Amount of material or equipment being transported.

The department head will determine the most economical mode of transportation. In cases where the mode of transportation chosen by the traveler is not the most economical, the traveler will be responsible for payment of the difference between the mode chosen and the most economical mode.

In all cases to minimize travel expenses for the performance of a public purpose, the lowest practical common carrier rate will be used for purposes of travel and advanced reservation discounts, where applicable, will be used for reimbursement.

6. **PRIVATE VEHICLE**

Such travel, when approved, will be reimbursed by the method and the rates established on the GSA's Federal website. The employee, whether full-time, part-time, temporary, or volunteers, must provide the Budget and Finance Director with a certificate of insurance or a policy declaration page evidencing liability insurance coverage naming the Town as an additional insured. This insurance shall cover the private vehicle being used for the period it is used for travel on Town business. The minimum limits for this coverage shall be those established by the State of Florida for bodily injury and property damage.

7. **TOWN VEHICLES USED**

Often a Town vehicle will be considered the most economic mode of transportation for trips that are within the State and do not involve overnight stays. When Town vehicles are used, the traveler will contact the Finance Department to acquire a Town-issued credit card to purchase fuel while on the trip. The traveler must furnish a current copy of his/her Florida Driver's license to Finance or Human Resources for a driver's license check and clearance, prior to using a Town vehicle for travel.

Should a Town vehicle become disabled while being utilized for business travel within or outside of the Town of Pembroke Park limits, the employee shall notify the Town so that service can be provided. A towing service for Town vehicles requiring such a service outside the corporate limits of the Town of Pembroke Park shall be provided by a private contractor procured under the direction of the Town Manager.

8. **VACATION COMBINED WITH OFFICIAL TRAVEL**

Travelers wishing to combine a vacation with a business or convention trip must have prior approval by the Department Head or the Town Manager if he/she reports directly to the Town Manager. Travelers traveling under such circumstances will be reimbursed at the roundtrip lowest practical common carrier rate to and from the Town-related trip location, regardless of the mode of transportation used or the actual trip destination(s). Actual expenses or per diem will be reimbursed for the actual conference period and travel time to and from conference location via common carrier. All other times will be charged as annual leave and expenses shall be borne by the traveler.

PROCEDURES

1. **AUTHORIZATION TO TRAVEL**

a. At least fifteen (15) days in advance of the scheduled departure date, the traveler must fill out the Travel Request Form with estimated trip costs, attach the justification stating the performance of a public purpose, any written information or agenda related to the trip, sign the form, have his/her Department Head sign the form and submit the form to the Budget and Finance Department for review and signature from the Finance Director. If the nature of the trip is such that advance notice cannot be given, this step can be shortened or eliminated by notifying the Budget and Finance Department as soon as the travel necessity is known. The Budget and Finance Department will collaborate with staff to expedite the request.

b. For travelers that directly report to the Town Manager or elected commissioners, the Travel Form must be signed by the Town Manager prior to final submission to the Budget and Finance department.

2. **TRAVEL ARRANGEMENTS**

a. Once the trip is authorized, the Budget and Finance Department will issue any advance checks requested by the traveler (i.e., airfare, hotel, per diem, etc.) upon receipt of the approved direct voucher from the Budget and Finance Department.

3. **TRAVEL EXPENSE REPORT**

a. Within ten (10) working days after the return, the traveler shall complete and sign the Travel Expense Report Form, have the Department Head countersign, and forward it to the Budget and Finance Department for review and Finance Director's signature. Receipts for lodging, registration fees, transportation and other expenses for which reimbursement is requested must be attached to the Travel Expense Report Form. **PER DIEM MEAL EXPENSES NEED NOT BE RECEIPTED.** The Budget and Finance Department may require explanation of any expenditures considered questionable and shall verify the amount of reimbursement or amount due to the Town based on the provisions of this policy. The employee shall receive a validated copy of the report forms from the Budget and Finance Department after processing.

Juan Carlos (JC) Jimenez, Town Manager Date

Agenda Request

Meeting Date:	April 26,2023
Subject:	Moving ACCESS back to an administrative function of IT
Initiated by:	☑ City Council ☐ City Attorney ☐ City Manager/Staff
Prepared by:	Name & Title: Ashira Mohammed
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	
Fiscal Impact:	none
Policy Question(s) for Council Considerations:	Moving forward the IT department will handle and manage all aspects of the access control system for the Town and Police. This would also include the badge and id card system.
Summary:	By maintaining one central location it will simplify the process.
Background:	
Discussion/Analysis:	
Options:	
Advantages:	Central location
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	

American Rescue Plan Act Drawdown

Jurisdiction ID and Name	Town of Pembroke Park
ARPA Funds Received	$ 3,380,261.00

During the July 12th, 2022 Commission Meeting the Commission approved using ARPA funds to purchase Police vehicles. During the May 11th, 2022 Commission Meeting the Commision approved using ARPA funds to pay for Police Staff salaries; not to exceed $175,000 between salaries and fringe benefits. On 02/08/2023 the Commission approved ARPA funds to be used for Body Camera Software ($25,000) and CSA Funding ($220,000 for the first year - the Town absorbs the following years.)

ELIGIBLE REIMBURSEMENTS SPREADSHEET – PRIMARY EXPENDITURES (GOVERNMENT ORGANIZATIONS)

Pay for Officers Through (08/2022)								
Type	**Salaries**	**Fringe Benefits**	**FICA**	**FRS**	**Vendor Name**	**Quantity**	**Cost**	**Total Cost**
Wade Douty	$ 6,923.28	2,305.66	529.63	1,896.89				11,655.46
Bill Gordan	$ 7,307.80	1,896.10	559.05	2,003.90				11,766.85
Marc Tallentire	$ 7,204.19	2,186.10	551.12	1,975.07				11,916.48
Wendy Morse	$ 962.04	-	73.60	249.07				1,284.71
Rashana Donovan	$ 2,500.04	-	191.25	695.76				3,387.05
						Total Pay Through 08/2022		**40,010.55**
Remainder of Year (09/30/2022) Pay for Officers								
Type	**Salaries**	**Fringe Benefits**	**FICA**	**FRS**	**Vendor Name**	**Quantity**	**Cost**	**Total Cost**
Wade Douty	5,796.00	1,670.00	443.39	1,829.80				9,739.19
Bill Gordan	5,769.00	1,670.00	441.33	1,821.27				9,701.60
Marc Tallentire	5,769.00	1,670.00	441.33	1,821.27				9,701.60
Rashana Donovan	5,769.00	1,670.00	441.33	1,821.27				9,701.60
						Total Pay 08/2022 - 09/2022		**38,844.00**
Other Operational Spending through 09/30/2022								
Hazard Pay for 6 FTEs	$ 15,000.00		1,147.50	1,786.50				17,934.00
Amnesty Program							10,920.33	10,920.33
2022 Ford Interceptor					Sam Galloway	1	39,937.50	39,937.50
2022 Ford Maverick					Garber Ford	1	21,016.00	21,016.00
2022 Ford F-150					Garber Ford	2	43,877.50	87,755.00
2022 Ford Interceptors					Garber Ford	5	44,787.50	223,937.50
2022 Ford F-150					Design Graphic (UpFit)	2	740.00	1,480.00
2022 Ford Interceptors					Design Graphic (UpFit)	5	589.00	2,945.00
						Total Paid (Operations)		**405,925.33**
Community Service Aide Program								220,000.00
Body Camera Software								25,000.00
						Voted by Commission		**245,000.00**
						ARPA Used Salaries		**78,854.54**
						ARPA Operations Funded		**405,925.33**
						Amount Remaining From ARPA		**$ 2,650,481.13**

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is entered into by and between Town of Pembroke Park, Florida, a Florida municipal corporation (hereinafter referred to as "Town"), and David A. Howard (hereinafter referred to by name or as "Police Chief" and/or "Chief of Police").

WITNESSETH:

WHEREAS, the Town desires to employ David A. Howard as the Chief of Police for the Town of Pembroke Park, Florida; and

WHEREAS, the Town, through its Town Commission, desires to provide for certain benefits and compensation for Police Chief and to establish conditions of employment applicable to Police Chief; and

WHEREAS, David A. Howard desires to accept employment as the Chief of Police for the Town of Pembroke Park under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions as set forth in this Agreement, the parties agree as follows:

Section 1. Employment

A. The Town hereby hires and appoints David A. Howard as its Chief of Police under the terms established herein.

B. The Town's employment of David A. Howard shall be effective the date that the Town of Pembroke Park Police department becomes fully operational and is answering 911 calls and will continue for a period of three (3) years. Provided that neither party gives the other two (2) months' termination notice, there shall be an unlimited number of one (1) year automatic renewals of this Agreement. In the event the Town Commission decides not to renew this Agreement, there shall be no severance pay made except for accumulated Vacation Leave (up to a maximum of 400 hours) and sick leave (up to $500.00). In the event that less than two (2) months' notice of termination is provided by either party, terminations shall occur in accordance with Sections 11 and 12 of this Agreement.

Section 2. Salary and Evaluation

A. For the performance of services pursuant to this Agreement, the Town agrees to pay the Police Chief an annual base salary of one hundred fifty- five thousand dollars ($155,000.00), payable in equal installments at the same pay schedule as other Town employees are paid.

B. After the first full year of this Agreement, should the general Town staff receive a cost-of-living increase, the Police Chief shall receive the same cost of living increase at the same time as the other staff.

C. Police Chief shall prepare and submit periodic reports to the Town Commission and Town Manager relating to police matters upon request of the Town Commission and/or Town Manager.

D. Nothing in this Section shall require the Town to increase the base salary or other benefits of the Police Chief. Furthermore, the Town's failure to conduct any of the scheduled evaluations shall not constitute noncompliance with a material provision of this Agreement.

Section 3. Duties and Obligations

A. The Police Chief agrees to perform the following duties and functions to wit:

1. *Devote his full time to the performance to his job as the Chief of Police and to perform any and all sworn duties set forth in the Police Chief 's Job Description and such other duties as may be assigned by the Town, provided they are consistent with the duties of a Police Chief and approved the Town Commission.*
2. *Supervision of the daily operation of the Police Department.*
3. *Supervision of all departmental personnel.*
4. *Submission of reports to the Town either orally or in writing when request or required in order to ensure the proper communication between the Town and the Police Department.*
5. *Supervision and control of both the Police Departments' equipment and motor vehicles belonging to or used by the Police Department.*
6. *Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the Police Department.*
7. *Supervision of all special, auxiliary and/or reserve police officers.*
8. *Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.*
9. *Maintaining the discipline of department personnel; the issued of orders, rules, regulations, policies and procedures; and the assignment to shifts and duties of all departmental personnel.*
10. *Being responsible for communications with the public, including the media, on matters related to crime, police, and the department policy.*

B. The Police Chief agrees to perform the foregoing duties and responsibilities of his office faithfully, industriously, and to the best of his ability and in a professional and competent manner.

C. Both parties agree and acknowledge that the Pembroke Park Police Department is a twenty four hours a day, seven days a week operation involving work of a serious, urgent, and sensitive nature. Further, that the duties of the Police Chief shall reasonably require the Police Chief to work additional hours, beyond typical office hours that are necessary to accomplish the duties and responsibilities of the position. In order to function effectively, the Police Chief shall be reasonably required to participate in community activities and events, respond to emergencies, and oversee operations and investigations on a twenty four hours a day, seven days a week basis.

D. The Police Chief may serve on any appointed boards or elected boards of any professional organization or serve on any committees related to his professional activities, provided that such activities do not interfere with the performance of his duties as Police Chief.

E. In the event the Police Chief is temporarily unable to perform his duties, he shall nominate an Acting Police Chief for consideration and designation, if acceptable, by Town Commission.

Section 4. Automobile Allowance and Communications Equipment

The Town agrees to provide the Police Chief the following related to his employment:

A. The Town agrees to provide the Police Chief with an assigned take- home vehicle for the discharge of his responsibilities to the Town.

B. Town shall provide the Police Chief with a cellular telephone and laptop computer capable of remote connection to Town internet for his use in conducting Town business.

Section 5. Dues and Subscriptions

The Town agrees to pay the Police Chief's dues for membership in the International Association of Chiefs of Police, the Florida Police Chiefs Association, the Broward County Chiefs of Police Association, and other law enforcement associations. The Town shall pay other dues and subscriptions on behalf of the Police Chief as are approved in the Town's annual budget (on a line item basis) or as authorized separately by the Town Commission.

Section 6. Professional Development

The Town recognizes its obligation for the professional development of the Chief of Police and agrees that the Police Chief shall be given adequate opportunities to develop or refresh his skills, knowledge and abilities as a police administrator and as a department manager. As such, the Chief of Police shall be reasonably allowed to attend such conferences, seminars, meetings, educational and training sessions with pay and without loss of vacation or other leave, and will be reimbursed by the Town for all reasonable expenses incurred while attending or traveling to these aforementioned events.

Section 7. Vacation Leave, Personal Holiday, and Sick Days

A. The Police Chief shall be entitled to one hundred sixty (160) hours of annual Vacation Leave during each year of the term of this Agreement. The Police Chief's annual Vacation Leave shall be available for use upon commencement of employment and each year thereafter on the service date anniversary. There is no limit on the amount of Vacation Leave that may carry forward. Upon separation of employment, the Chief of Police shall be paid for up to Four Hundred (400) hours of unused Vacation Leave at his then current annual salary.

B. In addition to Vacation Leave, the Police Chief shall be entitled to ten (10) personal leave days in each calendar year, none of which may be carried forward from year to year.

C. The Chief of Police shall be entitled to and abide by the Sick Leave Policy stated in the Town Personnel Policies and Procedures Manual, effective April 9, 1997, or as such policy may be updated and adopted upon future action of the Town Commission.

D. The Chief of Police shall be provided up to three (3) days of Bereavement Leave in the case of an immediate family member's death, and one (1) day for an extended family member's death.

Section 8. Holidays

The Police Chief is entitled to the same paid holidays as the general Town staff. The Chief of Police shall not work on holidays unless required as a result of a police emergency. In the event the Chief of Police is required to work on a holiday due to a police emergency, he shall be entitled to observe that holiday on a subsequent date.

Section 9. Health, Dental, Vision, Life and Disability Insurance

A. The Town agrees to pay 100% of the Police Chief's dental and vision insurance and the Police Chief's long term disability insurance on the same terms as general employees. The Police Chief agrees at this time not to utilize the health insurance provided by The Town, but shall be entitled to should he require the coverage in the future.

B. Life insurance for the Police Chief shall be provided in an amount equal to two (2) times the annual salary, up to $300,000.00.

C. Supplemental life insurance in larger amounts can be requested in accordance with and subject to the "Evidence of Insurability Form" being approved through the underwriting guidelines. Such supplemental life insurance is at the Police Chief's expense.

Section 10. Retirement

The Town agrees to contribute an appropriate percentage as stipulated by the Florida Retirement System "Special Risk" class of the Police Chief's base salary to the Florida Retirement System, upon approval by the Town's Finance and Budget Department, which approval may not to be unreasonably withheld. Contribution percentage amounts are subject to change each year based on legislative law changes, investment experience, and the actuarial experience of the trust fund.

Section 11. Termination by the Town and Severance Pay

A. The Police Chief shall serve at the pleasure of the Town Commission, and the Town Commission may terminate this Agreement and the Police

Chief's employment with the Town at any time, with or without "just cause".

B. Termination "without just cause". Should a majority of the members of the Town Commission, then currently holding office, vote to terminate the services of the Police Chief "without just cause", then within ten (10) business days following such vote, the Town Commission shall cause the Police Chief to be paid any accrued and unpaid salary and benefits earned (including 400 maximum hours of Vacation Leave, up to Five Hundred ($500.00) dollars of Sick Leave, and insurance, but excluding such items and allowances as are used in conducting Town business such as, but not limited to, the use of the Town computer and the automobile and cell phone allowance) prior to the date of termination based on a forty (40) hour work week. Within forty-five (45) calendar days following the vote to terminate the Police Chief's employment, the Town Commission agrees to pay the Police Chief a lump sum severance pay equal to the lesser of either twenty (20) weeks of his base salary or the balance of time remaining under the term of this Agreement, as full and complete payment and satisfaction of any claims of the Police Chief of whatsoever nature arising out of this Agreement or otherwise. As consideration for such payment, the Police Chief shall, prior to receipt thereof, execute and deliver to the Town a general release of the Town, the Town Commission members, and all Town officers, agents, and employees for all claims, acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release.

C. Termination "with just cause". In the event the Police Chief is terminated "with just cause", the Town, with the exception of accrued and unpaid salary and benefits actually earned, shall have no obligation to pay the amounts outlined in Section **11,** Paragraph B of this Agreement. For purposes of this Agreement, termination with "just cause" is defined and limited to any of the following:

1. Failure to perform the Police Chief's duties and responsibilities.
2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination.
5. The commission of any fraudulent act against the interest of the Town.
6. The commission of any act which involves moral turpitude, or which causes the Town disrepute.
7. Any other act of a similar nature of the same or greater seriousness.

D. In the event Town terminates the employment of Police Chief "with just cause", as provided in Paragraph C above, then the Police Chief will be given a written copy of the particulars and shall have the right to appear in public before the Town Commission, with counsel, if so desired, and present evidence, argument, and rebuttal concerning said allegations. After such hearing, if a majority of the members of the Town Commission then currently holding office find there is cause to terminate the Police Chief, then the Police Chief shall not be entitled to severance pay. Said hearing shall be held within sixty (60) days of the notice of termination.

E. In the event the Town Commission, during the employment term, reduces the salary or other benefits of the Police Chief, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time Town employees, or in the event the Town allegedly refuses to comply with any other material provision of this Agreement benefiting the Police Chief, the Police Chief shall notify the Town Commission in writing of the alleged violation. The Town Commission shall have forty- five (45) days from the date of such notice within which to cure the violation, otherwise, the Police Chief may at his option, consider such violation as termination "without just cause" as of the date of such alleged reduction or refusal, and the severance pay provisions and other termination provisions contained herein shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal.

Section 12. Termination by the Police Chief

The Police Chief may terminate this Agreement at any time by delivering to the Town Commission a written notice of termination not later than thirty (30) days prior to the effective date of the notice of termination. If the Police Chief terminates this Agreement, then the provisions of Section 11, Paragraph B above, shall not apply. If the Police Chief voluntarily resigns pursuant to this Section, the Town shall pay to the Police Chief all accrued compensation due the Police Chief up to the Police Chief's final day of employment, including any accrued Vacation Leave up to the Four Hundred
(400) hour limit. The Town shall have no further financial obligation to the Police Chief pursuant to this Agreement. This subsection shall not prevent the Police Chief from collecting any money earned as a result of participation in a deferred retirement or pension program approved as per Section 10 of this Agreement.

Section 13. Disability

If the Police Chief becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) consecutive weeks beyond any accrued leave, the Town shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 11, Paragraph B of this Agreement.

Section 14. Indemnification

A. Town shall defend, save harmless, and indemnify the Police Chief against any action for any injury or damage suffered as a result of any act, event, or omission of action that the Police Chief reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The Town will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The Town shall not be liable for the acts or omissions of the Police Chief committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the Police Chief shall reimburse the Town for any legal fees and expenses the Town has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as the Chief of Police, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the Town.

Section 15. Transparency

A. Open Door Policy: The Police Chief shall maintain an open door policy encouraging communication between the members of the Town Commission, Town Manager and Town department heads.

B. Governmental Relations: The Police Chief shall strive to maintain positive constructive relationships with elected officials, employees and agents of other governmental agencies for the purpose of mutual good will and the constructive conduct of business regarding matters of interest between the parties.

C. Communications: The Police Chief agrees to keep the Town Commission and Town Manager informed as to the status of police issues related to the Town.

D. Right to Speak: The Police Chief shall have the right to address the Town Commission orally and/or in writing in all matters before the Town Commission affecting those matters under his responsibility and/or his employment with the Town.

Section 16. General Terms and Conditions

A. If any provision or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of the Chief of Police.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Broward County, Florida.

F. Upon the Police Chief's death, the Town's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement;
3. Payment of all outstanding hospitalization, medical, vision and dental bills in accordance with this Agreement;
4. Payment of all life insurance benefits in accordance with this Agreement.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party that the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

I. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW}

Executed by the TOWN this ______day of __________2022.

TOWN OF PEMBROKE PARK:

DocuSigned by:
Geoffrey Jacobs
E71F54705D68433...

GEOFFREY JACOBS
Mayor-Commissioner

ATTEST:

DocuSigned by:

By: ______________________
6C37ECC7F4954ED...

JUAN C. JIMENEZ
Town Manager

Approved as to form and legal sufficiency

DocuSigned by:
Melissa Anderson
E4FAD8E5078C44B...

MELISSA P. ANDERSON
Town Attorney

Executed by the CHIEF OF POLICE this ______day of _________2022.

DocuSigned by:
David Howard
By: ______________________
113DA466B3224AA...

David A. Howard

Witnesses:

DocuSigned by:
Joy Brown
5FFC9D6A3CE3468...

Signature

Joy Brown

Print Name

DocuSigned by:
Wade E Douty
8FEB52E779FF4DB...

Signature

Wade E Douty

Print Name

2022-2023 FLC Legislative Policy Process

The Florida League of Cities' (FLC) Charter and Bylaws specify that the League shall engage only on legislation that pertains directly to "municipal affairs." "Municipal affairs" means issues that directly pertain to the governmental, corporate and proprietary powers to conduct municipal government, perform municipal functions, render municipal services, and raise and expend revenues. Protecting Florida's cities from egregious far-reaching attacks on Home Rule powers will always be the top priority.

Each year, municipal officials from across the state volunteer to serve on the League's legislative policy committees. Appointments are a one-year commitment and involve developing the League's Legislative Platform. The Legislative Platform addresses priority issues of statewide interest that are most likely to affect daily municipal governance and local decision-making during the upcoming legislative session.

Policy committee members also help League staff understand the real-world implications of proposed legislation, and they are asked to serve as advocates throughout the year. To get a broad spectrum of ideas and better understand the impact of League policy proposals on rural, suburban and urban cities of all sizes, it is ideal that each of Florida's cities be represented on one or more of the legislative policy committees.

The Florida Legislature convenes the 2023 Legislative Session on March 7. The League's legislative policy committee meetings commence in September 2022 and meet three times.

There are currently five standing *legislative policy committees*:

> **Finance, Taxation and Personnel Committee:** This committee addresses municipal roles in general finance and tax issues, Home Rule revenues, infrastructure funding, insurance, local option revenues, pension issues, personnel and collective bargaining issues, revenue sharing, tax and budget reform, telecommunications and workers' compensation.
>
> **Land Use and Economic Development Committee:** This committee addresses policies specific to municipal concerns with community redevelopment, economic development, growth management and land use planning issues, annexation, eminent domain, tort liability, property rights and ethics.

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Municipal Administration Committee: This committee addresses municipal concerns with code enforcement, elections, emergency management, gaming, homeland security, public meetings, public property management, public records, public safety and procurement, as well as charter counties and special districts.

Transportation and Intergovernmental Relations Committee: This committee addresses municipal concerns relating to transportation and highway safety, as well as aviation, affordable housing (and homelessness), billboards, building codes, charter schools, rights-of-way and veterans affairs.

Utilities, Natural Resources and Public Works Committee: This committee addresses policies specific to municipal concerns with coastal management, energy, environmental and wetlands permitting, hazardous and toxic wastes, recycling, solid waste collection and disposal, stormwater, wastewater treatment and reuse, water management and water quality and quantity.

At the last meeting, each of the five policy committees adopts ONE legislative priority that will be submitted to the Legislative Committee. The Legislative Committee is composed of:

- Each legislative policy committee chair and the chairs of the other standing committees
- The President of each local and regional league
- The Presidents of several other municipal associations
- Chairs of the municipal trust boards
- Several at-large members appointed by the FLC President.

The policy priorities, as adopted by the Legislative Committee, are then recommended to the general membership for approval as the League's Legislative Platform.

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In addition, a legislative policy committee may, but is not required to, recommend ONE policy position related to other relevant legislative issues. The policy position must satisfy the same criteria above for legislative priorities. The recommended policy position will be considered by the Legislative Committee. If favorably considered by that committee, it will be considered by the general membership. If adopted by the general membership, the policy position may be published and communicated to legislators and others, as appropriate.

Due to Sunshine Law issues, only one elected official per city can be represented on a committee, but a city could have an elected and a non-elected city official on each of the five policy committees. Appointments are made by the League president based upon a city official's support and advocacy of the Legislative Platform and participation at meetings, Legislative Action Days and other legislative-related activities.

2022 Legislative Policy Committee Meeting Dates

- September 16, 2022, 10:00 a.m. to 2:00 p.m. at the Embassy Suites Lake Buena Vista South, 4955 Kyngs Heath Road, Kissimmee, FL.
- October 7, 2022, 10:00 a.m. to 2:00 p.m. at the Embassy Suites Lake Buena Vista South, 4955 Kyngs Heath Road, Kissimmee, FL.
- December 1, 2022, during the FLC Legislative Conference at the Embassy Suites Lake Buena Vista South, 4955 Kyngs Heath Road, Kissimmee, FL.

If you are interested in serving or learning more, please contact Mary Edenfield at 850.701.3624 or *medenfield@flcities.com*.

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What happens in Washington affects states and municipalities. We need local voices making local choices on the federal level.

To ensure local voices are heard on Capitol Hill, we created the Federal Action Strike Team (FAST) to strengthen the League's federal relations by establishing proactive and reactive communications with the Florida congressional delegation in support of federal municipal policy. View the 2023 Federal Action Agenda

FAST takes its policy positions and direction from the League's resolutions committee and the National League of Cities (NLC) policy priorities.

Membership

As the success of this team will be largely dependent upon its grassroots advocacy, FAST members are appointed according to each congressional district. With an existing congressional delegation of 27 U.S. House Members and 2 U.S. Senators, the size of the committee will range from 25 to 30 members with participation reserved to those who display:

- A strong commitment to and involvement in shaping federal municipal policy;
- A willingness and ability to establish and maintain effective relationships and communications with delegation members;
- A commitment to attend both the FAST Fly-in and NLC meetings; and
- A willingness to actively lobby members of their delegation in Washington and in the district.

Activities

FAST members meet throughout the year, including an organizational meeting, FAST Fly-ins to Washington D.C., and a reception during the March NLC Congress of Cities meeting in Washington.

In addition, FAST members are expected to personally meet with their delegation members and staff at least once in the district, and determine the most effective way of communicating the League's federal priorities as often as needed.

Finally, FAST members are expected to contact League staff with any information that may assist in the team's overall efforts, such as member position on issues, anticipated committee or floor action, advanced review of committee markups or amendments.

Contact Allison Payne with any questions.

The FLC has revamped the Advocacy Committee with a renewed and strategic focus on strengthening advocacy at the grassroots level.

Mission Statement
The Advocacy Committee is responsible for building support amongst the League membership and the Legislature for the legislative priorities adopted by the membership of the Florida League of Cities. Additionally, the Advocacy committee is responsible for making direct contact with state elected officials to advocate the FLC Legislative Action Agenda and other key issues and provide strategic direction on the Leagues' lobbying initiatives.

The Advocacy Committee will meet periodically via Zoom and in person at the FLC Annual Conference.

Duties of Advocacy Committee members include, but are not limited to:

- Responding to at least five FLC legislative alerts.
- Building strong relationships with members of your state or federal legislative delegation.
- Meeting with members of your legislative delegation at least biannually to promote the FLC Legislative Action Agenda; and maintain the relationships.
- Serving as a Legislative Key Contact
- Expanding the League's legislative key contact program and recruiting other municipal officials to participate in the League's advocacy program.
- Helping League staff determine the impacts of legislative proposals on municipal operations and functions.
- Keeping the FLC staff informed on communications and activities with legislators.
- Staying informed about FLC legislative issues.
- Participating in FLC Legislative Action Days during Session
- Traveling to Tallahassee during interim legislative committee meetings or during session to advocate on behalf of the League's agenda.
- Working with FLC Staff, attend and participate on a round table discussion with a member of your state or federal delegation.
- Attend and speak at your local legislative delegation meeting.
- Attend and speak on Home Rule at a civic club, local chamber event, etc.

Contact Allison Payne or Scott Dudley with any questions.

FLC Dates	classes/events	Location
4/28-4/29/2023	Iemo 2	Orlando
6/9-6/11/2023	iemo 1	palm beach gardens
6/17/2023	BLC GALA	Hollywood, FL margarita
7/12/2023	ethics 4 hours	online
8/10-8/13/2023	FLC Annual Conferen	Orlando
9/8/2023	policy committee	Orlando
10/7/2023	policy committee	Orlando
10/6-10/7/2023	iemo 1	tampa
10/27-10/28/2023	iemo2	daytona
11/15-11/19/2023	NLC conference	atlanta
12/13/2023	ethics 4 hours	online

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MEMORANDUM

To: City Clerks
From: Mary Lou Tighe, Executive Director
Date: April 6, 2023
Re: 2023-24 Board of Director Appointments

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.

- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.

- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming commission meeting. See the attached attendance record for the last year. **The deadline for board appointments is May 15, 2023**. The term will begin on June 17, 2023, where members will be sworn in at the 66th Annual Gala at Margaritaville. The term will end in May of 2024.

Please forward the information below to scochrane@browardleague.org.
==

Municipality: ________________________________

Commissioner/Council Appointments:

Director: ________________________________

Alternate: ________________________________

Second Alternate: ________________________________

Suite 122 Governmental Center, 115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Phone: 954.357.73
Internet: www.browardleague.org

Board Meeting Attendance 2022-2023

	6/2/2022	9/1/2022	10/6/2022	11/3/2022	1/6/2023	2/2/2023	3/2/2023	4/6/2023	5/4/2023
Bob Mayersohn	X	X	X	X	X	X			
Todd Drosky	X	X	X	X	X	X			
Felicia Brunson	X	X	X	X	X	X			
Traci Callari	X	X	X	X	X	X			
Greg Ross	X	X	X	(EXC.)	X	X			
Susan Starkey	X	X	X	X	X	X			
Joy Cooper		(EXC.)				X			
Frank Ortis		X		X	X				
Jim Allbritton	X	X	(EXC.)	(EXC.)	X	X			
Barbara Baldasarre	X		X	X	X	X			
Marlon Bolton	X	X		(EXC.)	X	X			
Michael Bracchi	(ALT)	X	X	X	X	(EXC.)			
Leann Bruener	(EXC.)								
Anthony Caggiano	X	X	X	X	(EXC.)	X			
Joy Carter	X	X	X	X	(EXC.)	X			
Joyce Davis	X	X	X	(EXC.)	X	X			
Mark Douglas	X	X	X		X	X			
Rhonda Eaton	X	X	X	X		(ALT)			
Veronica Edwards Phillips	~	~	~	~	X	X			
Beam Furr		X	(EXC.)	X	X	(EXC.)			
Aisha Gordon	~	~	~	~	X	X			
Denise Horland	X	X	X	X	X	X			
Geoffrey Jacobs				(EXC.)	X	X			
Jeremy Katzman	~	~	~	~	(EXC.)	X			
Luke Lewis	~	~	~	~	X	(ALT)			
Annabelle Lima-Taub		(EXC.)	(EXC.)	(EXC.)	(EXC.)				
Edmund Malkoon	(EXC.)	X	X	(EXC.)	X	(EXC.)			
Sarai "Rai" Martin	X	X	X						
Henry Mead	~	~	~	~	X	X			
Wayne Messam		X	X	(EXC.)		X			
Patty Petrone	X	X	(EXC.)	X	X	(EXC.)			
Iris Siple	X	X		X	(EXC.)	X			
Becky Tooley	X	X	X	X	X	X			
Dean Trantalis		X	(EXC.)	X	X	(ALT)			