



AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, May 11, 2022
Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA	
5. PRESENTATIONS / PROCLAMATIONS	
5.1. Municipal Clerk's Week - May 1-7, 2022 Public Services Week - May 15-21, 2022 Retirees: Michelle Grooms, BTR/Billing Administrator Gary Nereus, Superintendent, Sewer Department 2022 Clerks Week Gary Nereus Michelle Grooms	7 - 9
5.2. Proclamation of the 2022 National Public Works Week "Ready & Resilient" - May 15-21, 2022 - Mayor and Commission Commission recognition of the 2022 National Public Works Week "Ready & Resilient" Agenda Item Report - AIR-22-052 - Pdf	10 - 12
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
6.1. Public Comment Sign-in sheet uploaded 06 06 2022 05 11 2022 Public Sign in sheet	13
7. CONSENT AGENDA	
7.1. Approval of Minutes - Town Clerk Martell 03 23 2022 WORKSHOP COMMISSION MEETING - iCompass 04 13 2022 Marlen 3 AGENDA REGULAR COMMISSION MEETING	14 - 28
7.2. Purchase of Gov-Easy software - Building Official Nunez Recommending purchase of Gov-Easy software Agenda Item Report - AIR-22-033 - Pdf	29 - 39

- 7.3. Town Hall beautification Project (Pressure Wash, Shrubs and Paint) - Public Services Director Clark 40 - 41

Seeking Commission's Direction to solicit vendors, request for quotes for various beautification projects at Town Hall

[Agenda Item Report - AIR-22-041 - Pdf](#)

- 7.4. Utility Locates Selection and Award Recommendation - Public Services Director Clark 42 - 66

Staff recommends awarding the 3-year term contract to the only bidder, Craig A. Smith.

[Agenda Item Report - AIR-22-035 - Pdf](#)

8. RESOLUTIONS

- 8.1. THREE-CENT Local Option Gas Tax - Public Services Director Clark 67 - 88
RESOLUTION NO. 2022-005

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE 2022 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 2022 AMENDMENT FOR AND ON BEHALF OF THE TOWN OF PEMBROKE PARK; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

Resolution for each Local option Gas Tax Interlocal Agreement

[Agenda Item Report - AIR-22-047 - Pdf](#)

[2022-005 .03 gas tax](#)

- 8.2. FIFTH CENT Local Gas Tax - Public Services Director Clark 89 - 91
RESOLUTION NO. 2022-006
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE 2022 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 2022 AMENDMENT FOR AND ON BEHALF OF THE TOWN OF PEMBROKE PARK; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.
[2022-006 .05 penny tax](#)
9. ORDINANCES - 2ND PUBLIC HEARING
- 9.1. **ORDINANCE NO. 2022-003** - Planning Consultant Michael Vonder Meulen 92 - 93
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING THE TOWN'S COMPREHENSIVE PLAN BY ADOPTING A "PROPERTY RIGHTS" ELEMENT**; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.
MUST SEND TO THE STATE WITHIN 10 DAYS
[2022-003 property rights enacting ord 2022](#)
10. NEW BUSINESS
- 10.1. Waiver Request - Department Coffee LLC - BTR/Billing Administrator 94 - 97
Grooms

Discretion of the Commission.
[Waiver Request - Department Coffee LLC - Pdf](#)
- 10.2. Purchase of vehicle for the Building Department - Building Official 98 - 103
Nunez

Approval of purchase
[Agenda Item Report - AIR-22-032 - Pdf](#)
- 10.3. Replacement Pump for Master Lift Station #34 - Public Services 104 - 106
Director Clark

Commission Approval to proceed with procurement process
[Agenda Item Report - AIR-22-049 - Pdf](#)

- 10.4. MPO Surtax Project Approval - Carolina Street Capacity Increase - Public Services Director Clark 107 - 112
RESOLUTION NO. 2022-007
A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **SUPPORTING TOWN PROJECTS FOR SUBMITTAL TO THE BROWARD METROPOLITAN PLANNING ORGANIZATION FOR EVALUATION AND RANKING FOR TRANSPORTATION SURTAX FUNDING FOR FISCAL YEAR 2023; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**
- Resolution from the Commission to authorize and support the application for funding of MPO Surtax Project: Carolina Street Capacity Increase
[Agenda Item Report - AIR-22-046 - Pdf](#)
[2022-007 MPO](#)
- 10.5. Renewal of Engineering Services Agreement with Calvin Giordano & Associates - Public Services Director Clark 113 - 116
- Seeking Commission Approval
[Agenda Item Report - AIR-22-045 - Pdf](#)
- 10.6. Engineering Study Sewer Master Plan - Public Services Director Clark 117
- Seeking Commission's Direction to solicit Consulting firms, and prepare request for qualification solicitation documents for an updated Sewer Master Plan
[Agenda Item Report - AIR-22-040 - Pdf](#)
- 10.7. Monument Signs Locations in the Preserve and Ryan Parks - Public Services Director Clark 118 - 124
- Commission direction and selection for a location to erect monument signs at the Preserve and Ryan Parks
[Agenda Item Report - AIR-22-053 - Pdf](#)
- 10.8. Ranking of CCNA Engineering Consultants, Selection, and Award Recommendation - Public Services Director Clark 125 - 128
- Commission Approval of Selection, and Award Recommendation Based on Ranking Matrix
[Agenda Item Report - AIR-22-048 - Pdf](#)

- 10.9. Milling and Repaving of SW 32nd Street Between 52nd and 55th Avenue - Public Services Director Clark 129 - 132
- Commission approval to begin procurement process to replace the asphalt on SW 32nd Street.
[Agenda Item Report - AIR-22-051 - Pdf](#)
- 10.10. 48th Year CDBG - Preserve Playground Replacement - Public Services Director Clark 133 - 144
- Commission Approval, Support, and Resolution for 48th Year CDBG Application - Preserve Playground Replacement
[Agenda Item Report - AIR-22-054 - Pdf](#)
- 10.11. Proposal for Finance Director Consultant - Town Manager Jimenez 145 - 154
[TM Finance Proposal](#)
- 10.12. Upgrade for Cloud Security - IT Director Pakula 155 - 158
- Approve purchase
[Agenda Item Report - AIR-22-055 - Pdf](#)
[Agenda Item Report - AIR-22-055 - Html](#)
[CSPi Quote 0320-19748 \(Data Inspector\) GSA](#)
11. OLD BUSINESS
- 11.1. BSO Sixth Amendment to Agreement - Town Attorney Anderson 159 - 162
- Staff recommends commission approval
[Agenda Item Report - AIR-22-024 - Pdf](#)
12. DISCUSSION
- 12.1. Food drive dates, time, location - Mayor Jacobs
June 25, 2022
August 27, 2022
December 3, 2022
From 11am to 3pm
At the preserve.
- 12.2. Chamber of Commerce - Clerk Commissioner Hodgkins
13. ATTORNEY REPORTS
14. TOWN MANAGER REPORTS
15. COMMISSION REPORTS
Clerk Commissioner Hodgkins
Vice Mayor Dieuville
Mayor Jacobs

16. ANNOUNCEMENTS

Special Magistrate Hearing, Wednesday, May 18th at 9:00 AM
Charter Review Committee Meeting, Monday, May 23rd at 6:00 PM
Workshop Commission Meeting, Wednesday, May 25th at 6:00 PM
Regular Commission Meeting, Wednesday, June 8th at 7:00 PM

17. ADJOURNMENT

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

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

TOWN OF PEMBROKE PARK



PROCLAMATION

Municipal Clerks Week May 1-7, 2022

WHEREAS, the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, the Office of the Municipal Clerk is the oldest among public servants, and

WHEREAS, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, municipal clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

WHEREAS, the municipal clerk serves as the information center on functions of local government and community.

WHEREAS, municipal clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

NOW, THEREFORE WE, Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuville and Clerk Commissioner William R. Hodgkins of the Town of Pembroke Park, do recognize the week of May 1 through May 7, 2022, as Municipal Clerks Week and recognize that the Florida Association of City Clerks (FACC), the professional association for Florida's municipal clerks, is celebrating its 50th anniversary. I further extend appreciation to our Town Clerk, Marlen Martell, and to all municipal clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Municipal Clerks Week May 1-7, 2022

Dated this 11th day of May, 2022.

Geoffrey Jacobs Mayor

Reynold Dieuville Vice Mayor

William R. Hodgkins Clerk Commissioner

TOWN OF PEMBROKE PARK



**PROCLAMATION
of Retirement**

GARY NEREUS

WHEREAS: *we are here today to express special recognition to Gary Nereus and to honor him for his dedicated twenty-five-year service career with the Town of Pembroke Park; and*

WHEREAS: *Gary began his career on October 6, 1997, as a Laborer and rose through promotion to the position of Superintendent of, the Sewer Department; and*

WHEREAS: *Gary has proven himself to be a contributing team member to the Town of Pembroke Park with vast knowledge of the Town’s infrastructure and master of the water and sewer system; and*

WHEREAS: *Gary has worked constantly for the betterment of the Town of Pembroke Parks Public Works Department and the community; and*

WHEREAS: *the Commissioners of Pembroke Park wishes to express its sincere appreciation to Gary for his dedication to the outstanding performance of his duties during his tenure; and*

WHEREAS: *this proclamation is presented to Gary to serve as a reminder that although he is retiring, he will always be remembered as a valued employee dedicated to his position and our community.*

NOW, THEREFORE WE, *Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuville and Clerk Commissioner William R. Hodgkins by virtue of the authority vested by the Town of Pembroke Park, do hereby present this Proclamation to Gary Nereus as a testimonial to the faithful and dedicated services which he has performed for the past 24 years, with our best wishes for the continued success and happiness in the future. Congratulations on your Retirement!*

Dated this 11th day of May, 2022.

Geoffrey Jacobs Mayor

Reynold Dieuville Vice Mayor

William R. Hodgkins Clerk Commissioner

TOWN OF PEMBROKE PARK



PROCLAMATION of Retirement

MICHELLE GROOMS

WHEREAS: Michelle has served the Towns Administration Departments for over Thirty-one years; and

WHEREAS: Her career has been diverse as it has been exemplary; as a Board Clerk; working Customer Service in Administration; in Accounts Payable in the Finance Department and most recent, Billing Administrator; and

WHEREAS: Michelle committed countless hours assisting with the design and startup of the new billing system; and

WHEREAS: her drive to constantly improve the Business Tax Receipt (BTR) has yielded benefits far too extensive to enumerate; and

WHEREAS: Michelle has always been a mentor, sharing her knowledge and encouraging staff; and

WHEREAS: Michelle's "can do" mentality, confidence; friendly demeanor, and unwavering dedication to her work will be greatly missed.

NOW, THEREFORE WE, Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuville and Clerk Commissioner William R. Hodgkins by virtue of the authority vested by the Town of Pembroke Park, do hereby extend our gratitude to Michelle Grooms on the special occasion of her retirement and for her 30 years of dedicated service to the Town of Pembroke Park. Congratulations on your Retirement!

Dated this 11th day of May, 2022.

Geoffrey Jacobs Mayor

Reynold Dieuville Vice Mayor

William R. Hodgkins Clerk Commissioner

AGENDA ITEM REPORT



To: Town Commission
Subject: Proclamation of the 2022 National Public Works Week "Ready & Resilient" - May 15-20, 2022
Meeting: 05 11 2022 DRAFT Agenda REGULAR COMMISSION MEETING - May 11 2022
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

The American Public Works Association (APWA) recognizes public works staff the third week of May each year. This year: May 15 - 20th.

Public works professionals are always READY to serve their communities and RESILIENT as ever in their abilities to pick themselves up off the ground after encountering challenges.

The "Ready & Resilient" theme highlights the ability of these professionals to perform regular public works duties and be ready at a moment's notice to react as first responders during natural disasters and overcome trials seen in the field.

Public works superheroes help keep communities strong by providing an infrastructure of services in transportation, water, wastewater and stormwater treatment, public buildings and spaces, parks and grounds, emergency management and first response, solid waste, and right-of-way management. They are what make our communities great places to live and work. So join us in celebrating these superheroes!

RECOMMENDATION:

Commission recognition of the 2022 National Public Works Week "Ready & Resilient"

ATTACHMENTS:

[2022 Public Works Proclamation](#)

	Status:
Myriam Jacques, Interim Public Services Director	Approved - May 05 2022
Robert Clark, Public Services Director	Approved - May 06 2022
Christian Noel, Accounts Payable	Pending
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



National Public Works Week Proclamation

May 15–21, 2022

“Ready and Resilient”

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

WHEREAS, these facilities, and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector, who are responsible for improving, and protecting our 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 and maintain ongoing interest and understanding of the importance of public works first responders and public works programs in their respective communities; and,

WHEREAS, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, **Geoffrey Jacobs, Mayor**, along with the Town Commission, do hereby designate the week May 15–21, 2022, as National Public Works Week; I urge all citizens to join in to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Pembroke Park,

DONE at the **Town of Pembroke Park, Florida** this _____ day of _____ 2022.

Geoffrey Jacobs- Mayor

Reynald Dieuveille – Vice Mayor

William (Bill) Hodgkins – Clerk Commissioner



Town of Pembroke Park, Florida
Regular Commission Meeting

May 11, 2022

Public Sign-in Sheet

Name	Address or Organization	Agenda Item No.	Resolution Number	Ordinance Number
- Ricardo Rodney	4908 SW 36th			
- Capt. Sephene Coker	5690 Pembroke Rd. Broward Sheriff's Office	May 21 boxing match 10-3pm 1:00pm 3:45		48 Avenue
- Martha Silva	3300 Pembroke Rd. Lot 333	martha at elen @ gmail.com		
- Fernando Achar	3300 Pembroke Rd	9.1 Reasoning = water and electricity disconnected.		
- Diana Kullander	3300 Pembroke Rd			
- Norma Rodriguez	3300 Pembroke Rd Lot 704			
Mary McNamara	2801 SW 31st Ave Pembroke Park FL	CHANGE OF ADDRESS 3300 ZONE CHANGE		
Greg Jacobs	Leading Systems Press			
Loni Laney	3300 Pembroke Rd			
Steve Harris	3300 Pembroke Rd			



TOWN OF PEMBROKE PARK

Workshop Commission Meeting

Commission Chambers

3150 SW 52 Avenue

Pembroke Park, FL. 33023

Wednesday, March 23, 2022

6:00 PM

Mayor Geoffrey Jacobs

Vice Mayor Reynold Dieuville

Clerk Commissioner William Hodgkins

Town Manager JC Jimenez

Town Attorney Melissa P. Anderson

Town Clerk Marlen D. Martell

WORKSHOP COMMISSION MEETING MINUTES

1 CALL TO ORDER by Mayor Jacobs at 6:14 pm

2 PLEDGE OF ALLEGIANCE Led by Mayor and Commissioners.

3 ROLL CALL The meeting was called to order at 6:14 pm by Mayor Jacobs. Present at the meeting were Geoffrey Jacobs, Mayor, Reynold Dieuville, Clerk Commissioner, and Williams Hodgkins, Clerk Commissioner.

Additional staff in attendance were JC Jimenez, Town Manager, Melissa Anderson, Town Attorney, Marlen Martell, Town Clerk, Suzi Reutlinger, Assistant to Town Clerk, Heidi Siegel, Town Planner, Harry Taubenfeld, Finance & Budget Director, Joseline Ramirez, Chief Code Enforcement Officer, Joy Brown, Administrative Assistant, Dierdre Davis, Administrative Assistant, Lucie Manzerolle, Building Manager, Mark Pakula, Information Technology Director, Michelle Grooms, BTR/Billing Administrator, Miguel Nunez, Building Official, Robert Clark, Public Services Director, Myriam Jacques, Interim Public Services Director, and David Howard, Interim Chief of Police

4 ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA ADD PUBLIC COMMENTS AS ITEM # 5

Town of Pembroke Park
Workshop Commission Meeting
March 23, 2022

5 PUBLIC COMMENTS FERNANDO ACUNA A RESIDENT OF LAKE SIDE PARK ESTATES SPOKE ON RECORD

DIANA KULLANDER A RESIDENT OF LAKE SIDE PARK ESTATES SPOKE ON RECORD

6 REPORTS OF COMMITTEES AND CITY STAFF

a) Broward Sheriff's Office - Captain Coker, Lieutenant Charles
REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

[BSO January 2022](#)

[BSO February 2022](#)

b) Fire Department - Chief Kane
REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

[Fire December 2021](#)

[Fire January 2022](#)

7 BUILDING DEPARTMENT - BUILDING OFFICIAL NUNEZ

a) Monthly Report - January / February 2022
REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

[Agenda Item Report - AIR-22-016 - Pdf](#)

8 CODE ENFORCEMENT - CHIEF CODE ENFORCEMENT OFFICER RAMIREZ

a) Code Enforcement Report Dec 2021, Jan 2022, Feb 2022
REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

[Code Enforcement Report - Dec 2021, Jan 2022, Feb 2022 - Pdf](#)

9 FINANCE DEPARTMENT - FINANCE DIRECTOR TAUBENFELD

a) Business Tax Receipt and Billing Update - BTR/Billing Administrator Grooms
REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

[Billing Division Monthly Report - Pdf](#)

b) Waiver Request - Flecia McGriff - BTR/Billing Administrator Grooms
PLACED AS A LINE ITEM

[Waiver Request - Flecia McGriff - Pdf](#)

c) Waiver Request - Nakima Walker - BTR/Billing Administrator Grooms
PLACED AS A LINE ITEM

[Waiver Request - Nakima Walker - Pdf](#)

d) Waiver Request - Just Ins Broker & Marc Bonhomme - BTR/Billing Administrator Grooms
PLACED AS A LINE ITEM

[Waiver Request - Just Ins Broker - M Bonhomme - Pdf](#)

e) Refund Request - Wal-Mart - BTR/Billing Administrator Grooms
PLACED AS A LINE ITEM

[Wal-Mart Refund Request - Pdf](#)

f) Revenue & Expenditures through January 31, 2022
REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

[Finance Rev and Exp January 2021](#)

g) Budget Amendment - FY 2022
PLACED AS A LINE ITEM

[Finance Budget Amendment - Mar 2022](#)

10 POLICE DEPARTMENT - INTERIM POLICE CHIEF HOWARD

a) FDLE FIBRS Grant
ITEM PLACED ON CONSENT

[Agenda Item Report - AIR-22-014 - Pdf](#)

11 TOWN PLANNER SIEGEL, AICP

a) Town Planner Monthly Report December 2021 - February 2022
REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

[Agenda Item Report - AIR-22-015 - Pdf](#)

12 HUMAN RESOURCES - HR CONSULTANT MENEGAZZO

a) Human Resources Update - HR Consultant Menegazzo
VERBAL UPDATE ON EMPLOYEE PROGRAM AND A COMPENSATION STUDY

13 IT DEPARTMENT - IT DIRECTOR PAKULA - NONE

14 PUBLIC SERVICES DEPARTMENT - PUBLIC SERVICES DIRECTOR CLARK

a) Public Services Department Monthly Report
REPORT SUBMITTED TO THE COMMISSION FOR REVIEW

[Agenda Item Report - AIR-22-017 - Pdf](#)

b) Approval for Keith & Associates (Keith) Proposal - John P Lyons Lane Drainage Improvement, RFP 21-09, FEMA-HMGP Project.

ITEM WAS PLACED ON CONSENT

[Agenda Item Report - AIR-22-004 - Pdf](#)

15 DISCUSSION

a) Commissioners responsibilities regarding Directors/Department heads: hiring, firing, disciplinary action and accountability - Mayor Jacobs

COMMISSION TO MEET WITH THE TOWN MANAGER

16 TOWN CLERK COMMENTS NONE

17 ATTORNEY COMMENTS TOWN ATTORNEY WORKING ON BSO PROPOSED AMENDMENT TO COMPLETE THE FISCAL YEAR, AMENDING THE CITATION PROCESS, TWO (2) ORDINANCES TO FINALIZE SETTLEMENT, TOWING ORDINANCE AND A COMPREHENSIVE PLAN AMENDMENT ORDINANCE.

18 TOWN MANAGER COMMENTS

a) Preserve Playground Replacement

TOWN MANAGER TO DISCUSS WITH COMMISSION LATER THIS FISCAL YEAR

[Agenda Item Report - AIR-22-005 - Pdf](#)

19 COMMISSIONER COMMENTS

a) Clerk Commissioner Hodgkins - NONE

Vice Mayor Dieuville - NONE

Mayor Jacobs - Resources provided to the residents at Lake Side Estates

20 ANNOUNCEMENTS Eggstravaganza April 2, 2022 from 11:00 AM to 3:00 PM at the Preserve

Regular Commission Meeting, April 13, 2022 at 7:00 PM

21 ADJOURNMENT With no further items for discuss, meeting adjourned at 08:11pm

ATTEST:

Marlen D. Martell, Town Clerk

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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 13, 2022 at 7:00 PM

Mayor Geoffrey Jacobs
Vice Mayor Reynold Dieuville
Clerk Commissioner William Hodgkins

Town Manager JC Jimenez
Town Attorney Melissa P. Anderson
Town Clerk Marlen D. Martell

1. CALL TO ORDER

Meeting called to order at 7:02 PM

2. PLEDGE OF ALLEGIANCE

Led by Mayor and Commissioners

3. ROLL CALL

Meeting was called to order at 7:02pm by Mayor Jacobs. Present at the meeting were: Mayor Geoffrey Jacobs; Vice Mayor Reynold Dieuville and Clerk Commissioner William Hodgkins.

4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

Removed Item 11.5 and 12.1

Added 11.13 National conference of Mayors

11.7 was moved to 8.3

Moved by Vice Mayor Reynold Dieuville

Seconded by Clerk Commissioner Williams Hodgkins

Motion to approve amended agenda.

Ayes: Vice Mayor Reynold Dieuville, Clerk Commissioner Williams Hodgkins, and Mayor Geoffrey Jacobs

PASSED 3-0 on a recorded vote

5. PRESENTATIONS / PROCLAMATIONS

- 5.1** Legislative Update - Honorable Senator Shevrin Jones Marina Braynon-Moore
Legislative Assistant, Florida Senate District 35 for State Senator Shevrin D. Jones

Regular commission meeting
April 13, 2022

spoke on record.

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

NONE

7. CONSENT AGENDA

7.1 01 05 2022 SPECIAL COMMISSION MINUTES

02 11 2022 SPECIAL COMMISSION MINUTES

7.2 FDLE FIBRS Grant - Interim Police Chief Howard

7.3 Approval for Keith & Associates (Keith) Proposal - John P Lyons Lane
Drainage Improvement, RFP 21-09, FEMA-HMGP Project - Public Services
Director Clark

Moved by Vice Mayor Reynold Dieuville

Seconded by Clerk Commissioner Williams Hodgkins

MOTION TO APPROVE CONSENT AGENDA

Ayes: Vice Mayor Reynold Dieuville, Clerk Commissioner Williams
Hodgkins, and Mayor Geoffrey Jacobs

PASSED 3-0 on a recorded vote

8. RESOLUTIONS

8.1 RESOLUTION NO. 2022-003 - Planning Consultant Michael Vonder Meulen
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, **APPROVING AN AMENDMENT TO THE SITE
DEVELOPMENT PLAN FOR APPLICATION 21-SP-05 LOCATED AT 3195
West Hallandale Beach Boulevard**; SUPERSEDING CONFLICTING
RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

File No: 21-SP-05 - Planning Consultant Michael Vonder Meulen

Applicant: Southeast Investments, Inc.

Location: 3195 West Hallandale Beach Blvd

Request: Site Development Plan Amendment for a previously approved site
plan to remove the fast-food restaurant and bank/medical/retail/office building
and include a medical building (hospital) / (Seneca Town Center).

All Commissioners disclosed they had spoken to the applicant but would be
able to vote on the item fair and impartial based on the information provided.

Mike Vonder Meulen gave presentation and Brian Adler and Jeff Zito were
available for questions

Regular commission meeting
April 13, 2022

Moved by Vice Mayor Reynold Dieuveille
Seconded by Clerk Commissioner Williams Hodgkins

Motion to approve the amended site plan for Resolution No. 2022-003.

Ayes: Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuveille, and
Clerk Commissioner Williams Hodgkins

PASSED 3-0 on a recorded vote

- 8.2** Requesting for Plat Note Amendment for 3191-3195 W. Hallandale Beach
Boulevard - Planning Consultant Michael Vonder Meulen

RESOLUTION NO. 2022-004

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, **APPROVING A PLAT NOTE AMENDMENT FOR THE
SENECA PLAT ON HALLANDALE BEACH BOULEVARD TO ALLOW
PARCEL B-1 TO BE USED FOR EMERGENCY ROOM/MEDICAL
PURPOSES; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING
AN EFFECTIVE DATE.**

All Commissioners disclosed they had spoken to the applicant but would be
able to vote on the item fair and impartial based on the information provided

Mike Vonder Meulen gave presentation and Brian Adler and Jeff Zito were
available for questions

Moved by Clerk Commissioner Williams Hodgkins
Seconded by Vice Mayor Reynold Dieuveille

**Motion to approve the plat note amendment for the Seneca Plat as stated
on Resolution No. 2022-004.**

Ayes: Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuveille, and
Clerk Commissioner Williams Hodgkins

PASSED 3-0 on a recorded vote

- 8.3** 22-SV-01 Sign Variance 3195 West Hallandale Beach Boulevard (Wawa
Gasoline Station Wall Sign) - Planning Consultant Michael Vonder Meulen

All Commissioners disclosed they had spoken to the applicant but would be
able to vote on the item fair and impartial based on the information provided

Mike Vonder Meulen gave presentation and Brian Adler and Jeff Zito were
available for questions

Moved by Clerk Commissioner Williams Hodgkins
Seconded by Vice Mayor Reynold Dieuveille

Motion to adopt the 22-SV-01 sign variance for the Wawa Gasoline Station Wall sign

Ayes: Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuveille, and
Clerk Commissioner Williams Hodgkins

PASSED 3-0 on a recorded vote

9. ORDINANCES - 2ND READING

- 9.1 ORDINANCE NO. 2022-001** - Town Attorney Anderson
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
**PERTAINING TO THE SUBJECT OF ENVIRONMENTAL CONTROL;
AMENDING THE TOWN'S CODE OF ORDINANCES TO ESTABLISHING
NEW REGULATIONS FOR MATERIALS RECOVERY FACILITIES
OPERATING IN THE TOWN;** PROVIDING FOR SEVERABILITY; PROVIDING
FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE
THEREFORE.

Mayor Jacobs opened for public comment.

NONE

Mayor Jacobs closed for public comment.

Moved by Vice Mayor Reynold Dieuveille
Seconded by Clerk Commissioner Williams Hodgkins

Motion to adopt Ordinance No. 2022-001

Ayes: Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuveille, and
Clerk Commissioner Williams Hodgkins

PASSED 3-0 on a recorded vote

- 9.2 ORDINANCE NO. 2022-002** - Town Attorney Anderson
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, PERTAINING TO THE SUBJECT OF
GROWTH MANAGEMENT; AMENDING THE ZONING REGULATIONS IN
THE M-1 INDUSTRIAL ZONING DISTRICT; AMENDING DEFINITIONS;
AMENDING THE LISTS OF PERMITTED, SPECIAL EXCEPTION, AND
PROHIBITED USES; AMENDING PROVISIONS FOR NON-CONFORMING
USES; AMENDING OTHER DISTRICT REGULATIONS; AMENDING
PROCEDURES FOR ZONING REVIEW AND APPROVAL; PROVIDING FOR
SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN
EFFECTIVE DATE.

Mayor Jacobs opened for public comment.

NONE

Mayor Jacobs closed for public comment.

Moved by Vice Mayor Reynold Dieuveille

Seconded by Clerk Commissioner Williams Hodgkins

Motion to adopt Ordinance No. 2022-002.

Ayes: Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuveille, and
Clerk Commissioner Williams Hodgkins

PASSED 3-0 on a recorded vote

10. ORDINANCES - 1ST READING

- 10.1 ORDINANCE NO. 2022-003** - Planning Consultant Michael Vonder Meulen
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA,
AMENDING THE TOWN'S COMPREHENSIVE PLAN BY ADOPTING A
"PROPERTY RIGHTS" ELEMENT; PROVIDING FOR SEVERABILITY;
SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND
PROVIDING AN EFFECTIVE DATE.

Presentation made by Michael Vonder Meulen, Second reading scheduled for
May 11, 2022

Mayor Jacobs opened for public comment.

NONE

Mayor Jacobs closed for public comment.

Moved by Vice Mayor Reynold Dieuveille

Seconded by Clerk Commissioner Williams Hodgkins

Motion to adopt Ordinance 2022-003.

Ayes: Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuveille, and
Clerk Commissioner Williams Hodgkins

PASSED 3-0 on a recorded vote

11. NEW BUSINESS

- 11.1** Waiver Request - Flecia McGriff - BTR/Billing Administrator Grooms

Moved by Vice Mayor Reynold Dieuveille

Seconded by Clerk Commissioner Williams Hodgkins

Motion to waive the fees.

Regular commission meeting
April 13, 2022

Ayes: Vice Mayor Reynold Dieuveille and Clerk Commissioner Williams Hodgkins

Nays: Mayor Geoffrey Jacobs

PASSED 2-1 on a recorded vote

11.2 Waiver Request - Nakima Walker - BTR/Billing Administrator Grooms

Moved by Vice Mayor Reynold Dieuveille

Seconded by Clerk Commissioner Williams Hodgkins

Motion to apply the fees.

Ayes: Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuveille, and Clerk Commissioner Williams Hodgkins

PASSED 3-0 on a recorded vote

11.3 Waiver Request - Just Ins Broker & Marc Bonhomme - BTR/Billing Administrator Grooms

Moved by Vice Mayor Reynold Dieuveille

Seconded by Clerk Commissioner Williams Hodgkins

Motion to apply fees.

Ayes: Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuveille, and Clerk Commissioner Williams Hodgkins

PASSED 3-0 on a recorded vote

11.4 Refund Request - Wal-Mart - BTR/Billing Administrator Grooms

Moved by Clerk Commissioner Williams Hodgkins

Seconded by Vice Mayor Reynold Dieuveille

Motion to approve the refund of \$271.92.

Ayes: Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuveille, and Clerk Commissioner Williams Hodgkins

PASSED 3-0 on a recorded vote

11.5 Renovation of Commission Chambers in the amount of \$25,000 - Public Services Director Clark

This includes: paint, flooring, new audience chairs, chairs for the dais and refurbishing the exterior of the dais

ITEM WAS REMOVED FROM THE AGENDA.

11.6 Broward County Sheriff's Office CJIS - Interim Police Chief Howard

Regular commission meeting
April 13, 2022

Moved by Clerk Commissioner Williams Hodgkins
Seconded by Vice Mayor Reynold Dieuveille

Motion to approve.

Ayes: Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuveille, and
Clerk Commissioner Williams Hodgkins

PASSED 3-0 on a recorded vote

- 11.7** 22-SV-01 Sign Variance 3195 West Hallandale beach Boulevard (WAWA Gasoline Station Wall Sign)

Item moved to 8.3

- 11.8** Dell Roughbook Laptops - Interim Police Chief Howard
Staff recommends the purchase of these laptop computers to assist the officers in their daily duties.

Moved by Clerk Commissioner Williams Hodgkins
Seconded by Vice Mayor Reynold Dieuveille

Motion to approve.

Ayes: Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuveille, and
Clerk Commissioner Williams Hodgkins

PASSED 3-0 on a recorded vote

- 11.9** BSO Sixth Amendment to Agreement - Town Attorney Anderson

Motion to table item

Moved by Vice Mayor Reynold Dieuveille
Seconded by Clerk Commissioner Williams Hodgkins

Motion to approve.

Ayes: Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuveille, and
Clerk Commissioner Williams Hodgkins

PASSED 3-0 on a recorded vote

- 11.10** Florida League of Cities - Designation - Mayor Jacobs

Appointment of Board of Directors: Jacobs, Director; Dieuveille Alternate;
Hodgkins Second Alternate

Regular commission meeting
April 13, 2022

Moved by Vice Mayor Reynold Dieuveille
Seconded by Clerk Commissioner Williams Hodgkins

Motion to approve.

Ayes: Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuveille, and
Clerk Commissioner Williams Hodgkins

PASSED 3-0 on a recorded vote

11.11 65th Annual Gala - Mayor Jacobs

Moved by Vice Mayor Reynold Dieuveille
Seconded by Clerk Commissioner Williams Hodgkins

Motion to approve sponsorship \$5,000.00.

Ayes: Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuveille, and
Clerk Commissioner Williams Hodgkins

PASSED 3-0 on a recorded vote

11.12 Payment Registry as of April 1st - Mayor Jacobs

look into changes to the system to view registry supporting documents

Moved by Clerk Commissioner Williams Hodgkins
Seconded by Vice Mayor Reynold Dieuveille

Motion to approve payment register as of April 1st.

Ayes: Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuveille, and
Clerk Commissioner Williams Hodgkins

PASSED 3-0 on a recorded vote

12. OLD BUSINESS

12.1 Follow up on policy - Employee reward program - HR Consultant Menegazzo

ITEM REMOVED FROM THE AGENDA

13. DISCUSSION

13.1 Color pallet - Town Manager Jimenez

Keith to update

Regular commission meeting
April 13, 2022

Moved by Vice Mayor Reynold Dieuveille
Seconded by Clerk Commissioner Williams Hodgkins

Motion to approve color to add to color scheme.

Ayes: Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuveille, and
Clerk Commissioner Williams Hodgkins

PASSED 3-0 on a recorded vote

13.2 Director Position - Town Manager Jimenez

Moved by Clerk Commissioner Williams Hodgkins
Seconded by Vice Mayor Reynold Dieuveille

Motion to terminate Finance Director.

Ayes: Mayor Geoffrey Jacobs, Vice Mayor Reynold Dieuveille, and
Clerk Commissioner Williams Hodgkins

PASSED 3-0 on a recorded vote

14. ATTORNEY REPORTS

Attorney wanted to mention that there is lots of movement with A&B Recycling.

15. TOWN MANAGER REPORTS

Consultant report within the next 2 weeks

16. COMMISSION REPORTS

Mayor Jacobs expressed his appreciation for the attendance and support of the dignitaries that came to the swearing in of the police officers

17. ANNOUNCEMENTS

17.1 Swearing in of Police Reserve Officers - April 13, 2022 at 10:00 AM
Special Magistrate, Wednesday, April 20, 2022 at 9:00 AM
Workshop Commission meeting, Wednesday, April 27, 2022 at 6:00 PM
Pension Board Meeting, Wednesday, May 11, 2022 at 6:45 PM
Regular Commission meeting, Wednesday, May 11, 2022 at 7:00 PM

18. ADJOURNMENT

With no further items for discussion, meeting adjourned at 9:22 PM

Regular commission meeting
April 13, 2022

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 (td).

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.

Regular commission meeting
April 13, 2022

AGENDA ITEM REPORT



To: Commission
Subject: Purchase of Gov-Easy software
Meeting: AGENDA WORKSHOP COMMISSION MEETING - April 27, 2022
Department: Building
Staff Contact: Miguel Nunez, Building Official

BACKGROUND INFORMATION:

Currently, the Building Department and the Code Enforcement Office are utilizing "Inkforce" as their operational software; unfortunately, this software is scheduled to be phased out by the vendor, and thus no longer available. Further, and based in our conversation with the vendor, they have proposed their improved software named "Gov-Easy"; which is an upgrade from our previous one for Building, Code, Planning and Zoning, Fire and BTR use.

FINANCIAL IMPACT:

\$40,000.00, please see attached quote

RECOMMENDATION:

Recommending purchase of Gov-Easy software

ATTACHMENTS:

[Building memo software](#)
[Building Gov-Easy Revised](#)

	Status:
Christian Noel, Accounts Payable	Approved - Apr 20 2022
Melissa Anderson, Town Attorney	Denied - Apr 20 2022
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 • Fax 954-966-5310

MEMORANDUM NO.: 22-002

DATE: March 28, 2022

TO: Juan C. Jimenez, Town Manager

FROM: Miguel A. Núñez, Chief Building Official *MN*

RE: **BUILDING AND CODE SUGGESTED SOFTWARE**

Currently, the Building Department and the Code Enforcement Office are utilizing "Inkforce" as their operational software; unfortunately, this software is scheduled to be phased out by the vendor, and thus no longer available. Further, and based in our conversation with the vendor, they have proposed their improved software named "Gov-Easy"; which is an upgrade from our previous one for Building, Code, Planning and Zoning, Fire and BTR use.

Further, and based in the above-mentioned cancellation, On March 10, 2022, Ms. Joseline Ramirez (Chief Code Enforcement Officer) and I, visited the City of Doral, with the intent to gather information about their software, and to observe their implementation to their operations; and while we were able to obtain their operations processes; we were informed, that they will be using a different software (citywide), and due this constraint, on March 24, 2022, we visited the City of Deerfield Beach to gather the above-mentioned information; and our impressions were as follows:

The Gov-Easy software, while it's a simple software, it will increase our level of service, due the changes in their platform and structure; also, is expected to be a simple upgrade, with lesser training, and lower associated cost; resulting in a faster and easier implementation process.

Therefore, and based in the above conditions, we would like to suggest that the demonstrated "Gov-Easy" software be considered for implementation into the Building Department and Code Enforcement Unit, along with other needed departments for their operations. This decision is based in the above gathered information and user procedures and experience.

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: Lucie Manzerolle, Admin. Assistant to the Building Official / Building Manager
Joseline Ramirez, Chief Code Enforcement Officer
File

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/memos/2022/22-002.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/memos/2022/22-002.docx)



Calvin, Giordano & Associates, Inc.
A **SAFEbuilt** COMPANY

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Grant Management &
Writing
Geographic Information
Systems (GIS)
Governmental Services
Indoor Air Quality (IAQ)
Landscape Architecture
Planning
Project Management
Redevelopment &
Urban Design
Surveying & Mapping
Transportation & Mobility
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL 33316
Tel: 954.921.7781
Fax: 954.921.8807

www.cgasolutions.com

March 24, 2022

Mr. Miguel A. Núñez
3150 SW 52 AVE
Pembroke Park, FL 33023

RE: Gov-Easy Software

Dear Mr. Núñez,

We are pleased to submit this proposal for Professional Services on the above referenced project.

I. Professional Data Technologies & Development Services

A. Upgrade BPT – Building Permitting and Tracking Module

B. DPR- Digital Plan Review

1. Receive digital plans online

2. Track plan revisions and digital submittals

C. Upgrade POS- Point of Sale Module

D. Upgrade CET – Code Enforcement Module

E. Upgrade BTR – Business Tax Receipt Module

BASIS OF PROPOSAL

- Calvin, Giordano & Associates, Inc. will require that all consultants carry proper insurance, including professional liability insurance, if appropriate.

ADDITIONAL FEES

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

MEETING ATTENDANCE

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum fee as shown in the proposed Schedule of Fees:

Module*	Setup
BPT	\$10,000.00
DPR	\$10,000.00
CET	\$10,000.00
BTR	\$10,000.00

20 hrs. Training **Included**
Total Upgrade Cost **\$40,000.00**

* *One-time initial setup costs-includes software setup, installation, customized reports, training, etc.*

** *CGA will provide professional services at a rate of 80.00 hour for additional customizations*

BPT = Building Permitting and Tracking

DPR = Digital Plan Review

POS = Point of Sale, will allow online payments of check or credit card, complete reporting to finance.

CET = Code Enforcement

BTR = Business Tax Receipt

SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this “**Agreement**”), effective as of _____ (the “**Effective Date**”), is by and between Calvin, Giordano & Associates, Inc., a Florida corporation, having its principal place of business at 1800 Eller Drive Suite 600, Fort Lauderdale FL 33316 (“**CGA**”), and Town of Pembroke Park Building Department 3150 SW 52 AVE Pembroke Park, FL 33023 (“**Customer**”).

CGA provides certain services relating to managing building department services (the “**Services**”) through the web site located at www.gov-easy.com and such other sites as may be designated by CGA (each, the “**Site**” or collectively, the “**Sites**”). Customer wishes to have access to the Services. The parties agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement, the following initially capitalized terms have the following meanings:
 - 1.1. **“Account”** means an account allowing access to the Services created in Customer’s name.
 - 1.2. **“Fees”** means the fees for the Services.
 - 1.3. **“Confidential Information”** means (a) all nonpublic information disclosed or made available under this Agreement that relates to the provision or receipt of the Services or either party's financial condition, operations or business, and which is clearly identified as confidential at the time of disclosure, (b) the Technology, (c) the Documentation, (d) the Customer Information, and (e) the User IDs.
 - 1.4. **“Customer Information”** means all data, information or other content entered by or collected from Customer or any other user of the Account while accessing the Services.
 - 1.5. **“Documentation”** means the online help files and instruction manuals (whether in print or electronic form) that relate to the use of the Services that have been provided or made available by CGA to Customer.
 - 1.6. **“Intellectual Property Rights”** means any and all intellectual property rights throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and any and all other legal rights protecting intangible proprietary information.
 - 1.7. **“Start of Service Date”** is the date of commencement of operation of the services by Customer or 120 days following the Effective Date, whichever is first.
 - 1.8. **“Technology”** means the software, hardware and other technology used by or on behalf of CGA to provide the Services, and all data, information and other content included on or accessible through the Services, except for any Customer Information.
 - 1.9. **“User ID”** means each unique User identification name and password used for access to and use of the Services through the Account.
 - 1.10. **“User”** means anyone accessing the Services through Customer’s Account.
2. **CUSTOMER’S ACCESS TO AND USE OF THE SERVICES.**
 - 2.1. **Customer’s Right to Access the Services.** Subject to the terms of this Agreement CGA will provide Customer with the right to access and use the Services as specified during the term of this Agreement, solely for Customer’s own internal business purposes. Except as set forth in this Agreement, Customer is not receiving any right or license to use, or any ownership interest with respect to, the Sites, Services or any Technology or Intellectual Property related to the Services.
 - 2.2. **Certain Restrictions on Customer’s Access.** Customer will not, and will not permit any Users or any other party to: (a) alter, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Sites, Services or Technology; (b) knowingly interfere in any manner with the operation or hosting of the Sites, Services or Technology

or attempt to gain unauthorized access to the Services or any other services offered by CGA; (c) use the Services to provide outsourcing, service bureau, commercial hosting, application service provider or on-line services to third parties, or otherwise make available the Sites, Services or Technology, or access thereto, to any third party; or (d) otherwise use the Sites, Services or Technology in violation of the Agreement.

2.3. Customer's Use of the Services.

- (a) **Accounts/User IDs.** Customer will be provided with one or more User IDs to access the Services through the Account. **Attachment A Description and Pricing of Services** specifies the number of user IDs and Read- Only IDs provided by this agreement unless otherwise agreed in writing by CGA ("**Subscription Cap**"). Customer agrees to limit usage to those individuals assigned User IDs and will be responsible for using commercially reasonable efforts to ensure the security and confidentiality of all User IDs.
- (b) **Customer Information.** Customer grants to CGA all necessary intellectual and proprietary rights and licenses in and to any Customer Information necessary for CGA to provide the Services. Customer will not knowingly, and will not knowingly permit any Users to, provide Customer Information that: (i) infringes, misappropriates or violates any Intellectual Property Rights, publicity/privacy rights, law or regulation; (ii) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information; or (iii) is false, misleading or inaccurate.
- (c) **Necessary Equipment.** Customer will be solely responsible, at Customer's own expense, for acquiring, installing and maintaining all hardware, software and other equipment as may be necessary for Customer and Customer's Users to connect to, access, and use the Services. Current requirements include internet access and a PC or mobile device with a modern browser including Internet Explorer, Safari, Chrome, Firefox and maintained to versions within the prior 3 years.

3. SET UP SERVICES.

- 3.1. Set Up Services.** Subject to the terms of this Agreement CGA will provide Customer with support to set up the Account and User IDs, configure the Services for use by the Customer, and provide training to CGA and Town Staff users in the essential operation of the Services.
- 3.2. Customer Responsibilities and Certain Restrictions on Set-Up Services.** Customer is responsible for providing information in a timely manner and in an appropriate format for Services configuration and entry, and for ensuring the resource(s) assigned for the Set-Up process and all Users have adequate computer skills for use of the Services. Customer acknowledges and accepts that configuration of the Services is limited to the extent accommodated by the current capabilities and limitations of the Services. Set up support required beyond the specified Set-Up Services will incur an

additional fee upon written notification by CGA and with agreement by both parties.

4. FEES AND PAYMENT.

- 4.1.** Fees. On the Effective Date, Customer will pay CGA a set-up fee (the “Set-Up Fee”) as specified in schedule of fees section for Set-up Services. In addition, on the Start of Service Date and ending upon the termination of this Agreement, Customer will pay to CGA a fee for the Services provided under this Agreement (“Subscription Fees”) as specified in schedule of fees section. Any changes in the Fees mutually agreed to by the parties will be made effective the month following the change. Customer will pay the then-current Fees for all other Services added to Customer’s Account. On an annual basis or as may be requested from time-to-time by either party, CGA and Customer will renegotiate the Subscription Fees and Subscription Cap. FEES ARE TO BE CONSIDERED CONFIDENTIAL BY BOTH PARTIES AND NOT TO BE SHARED WITHOUT WRITTEN PERMISSION OR AS REQUIRED BY THE FREEDOM OF INFORMATION ACT.
- 4.2. Payment.** All Set Up Fees, Subscription Fees and other fees due under this Agreement (collectively, “Fees”) are payable in U.S. dollars, unless otherwise specified in writing. Customer shall pay all Fees and any other amounts set forth on each such invoice issued by CGA under this Agreement within 30 days of the date of invoice.

5. CONFIDENTIALITY.

- 5.1. Obligations.** The party receiving Confidential Information (the “**Receiving Party**”) from the other party (the “**Disclosing Party**”) will not use any Confidential Information of the Disclosing Party for any purpose other than the providing and receipt of Services under this Agreement. The parties agree the use of the Confidential Information will be in accordance with all terms and conditions of this Agreement. The Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.
- 5.2. Termination of Obligations.** The Receiving Party’s obligations under this Section 5 with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party’s Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required

by law or by the order of a court of similar judicial or administrative body, *provided that* the Receiving Party notifies the Disclosing Party of such required disclosure in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

5.3. Return of Confidential Information. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing that it has fully complied with its obligations under this Section 5.3. For the purposes of this Section 5, Data, as defined in Section 6 below, shall not be considered Customer's Confidential Information.

6. OWNERSHIP.

6.1. Customer's Ownership. Customer retains all right, title and interest in and to the Customer Information Customer provides to CGA. CGA will provide Customer Information in the form of files containing permit data to Customer within 10 business days of written request at no additional charge for up to 4 requests in a one-year period.

6.2. CGA's Ownership. CGA retains all right, title and interest in and to, and all Intellectual Property Rights embodied in or related to the Sites, Services, Technology, and any other information or technology used or made available in connection with the Sites or Services, including without limitation any and all improvements, updates, and modifications thereto, whether or not made in conjunction with this Agreement. CGA's name, logo, and the product and service names associated with the Services are trademarks of CGA or third parties, and no right or license is granted to Customer to use them separate from Customer's right to access the Services.

7. DATA. CGA will have the right to collect non-personally identifiable data or information resulting from Customer's use of the Services ("**Data**") solely as necessary to provide the Services to Customer under this Agreement. All such Data will remain the Confidential Information of Customer. CGA will have the right to collect non-customer identifiable data and information for the purposes of publishing examples of service provided.

7.1. Backup and Recovery. CGA shall provide the following recovery services:

7.2.1 Hosting infrastructure recovery processes

7.2.2 Application recovery processes

7.2.3 Data backup with rotation and retention. Backups are done daily, the prior month of daily data is retained, each month is retained for a year, and each year retained until termination of the agreement.

8. TERM AND TERMINATION. This Agreement will begin on the Effective Date and will continue in perpetuity until terminated in accordance with the terms of this Agreement. Customer may terminate this Agreement upon notice to CGA. In the

case of such termination, Customer may specify that such termination is effective at any time up to 120 days following notice of such termination by Customer. Either party may terminate this Agreement if the other party breaches this Agreement and does not cure such breach within 60 days after being provided with written notice thereof, provided that in the case of Customer such time period will be extended beyond 60 days if Customer is exercising reasonable efforts to cure such breach during such 60-day period. Upon any termination of this Agreement: (a) all rights and licenses granted to Customer in this Agreement will immediately cease to exist; (b) CGA may cease performing all Services; (c) all access by Customer and any Users to the Sites and the Services (including all Customer Information) may be suspended; (d) CGA will discontinue all use of the Customer Information; and (e) all Fees and other amounts incurred under this Agreement prior to such termination or expiration will become immediately due and payable by Customer. Upon the request of Customer following any termination or expiration, CGA will transfer all Customer Information collected by CGA either directly to Customer or to Customer's identified third-party partner. Customer shall compensate CGA for the transfer on a time and materials basis at CGA's then-current rates and will reimburse all reasonable expenses and costs associated with the transfer. Such expenses and costs shall include, without limitation, travel, consultant costs, hardware expenses, or software costs associated with efforts involved in preparing Customer Information for transfer as well as any costs incurred as part of the physical transfer of Customer Information. CGA will not be required to issue any refunds for any fees pre-paid in advance. The provisions of Sections 4, 5, 6, 7, 8, 9.2, 10 and 11 of this Agreement will survive termination of the Agreement for any reason.

9. WARRANTIES AND DISCLAIMERS.

9.1. Warranties. Each party represents and warrants to the other party that: (a) such party has all requisite corporate or other applicable power and authority to execute, deliver and perform its obligations under this Agreement; (b) the execution, delivery and performance of this Agreement by such party has been duly authorized; and will not conflict with, result in a breach of, or constitute a default under any other agreement to which such party is a party or by which such party is bound; and (c) such party will, in such party's performance of this Agreement, comply with all applicable laws, rules and regulations.

9.2. Disclaimers. EXCEPT AS STATED UNDER THIS AGREEMENT, CGA PROVIDES THE SERVICES "AS IS" AND "AS AVAILABLE" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RELIED ON NO SUCH WARRANTIES IN ENTERING INTO THIS AGREEMENT. FURTHER, CGA DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE

SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

10. **LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA, OR PROFITS, OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THE USE OF THE SITES OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SITES OR THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO CGA HEREUNDER. EACH PARTY ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, CGA'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
11. **GENERAL PROVISIONS.** This Agreement will be binding upon the parties to this Agreement and their permitted successors and assigns. Neither party may assign, delegate or transfer this Agreement or any of its rights or obligations (in whole or in part) under this Agreement (whether by operation of law or otherwise) to any third party without the other party's prior written consent. Notwithstanding the foregoing, either party may assign this agreement to any successor in interest to such party's stock, assets or business, whether by way of sale, merger, reorganization or other form of transaction, provided that such party provides the other party with notice of such assignment and that the successor in interest agreed in advance to assume all right, obligations, liabilities, and responsibilities of the assigning party under this Agreement. Any assignment or transfer in violation of the foregoing shall be null and void. Nothing in this Agreement confers or is intended to confer, expressly or by implication, any rights or remedies upon any person or entity not a party to this Agreement. The parties hereto are independent parties, not agents, employees or employers of the other or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. Any notice to the other party required or allowed under this Agreement must be delivered in writing by express courier, personal delivery, or by certified mail, postage pre-paid to the address for the party listed in the first paragraph of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect. CGA may use Customer's name as a reference and publicize Customer as a customer of CGA. In addition, the Services may be subject

to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. CGA is not responsible for any delays, failures, or other damage resulting from such problems. Unless otherwise amended as provided herein, this Agreement will exclusively govern Customer's access to and use of the Services and the Sites and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding Customer's access to and use of the Services and the Sites. This Agreement may be amended or modified only by a writing signed by both parties. All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.1 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts, and in accordance with applicable federal, state and local law, without regard to its conflict of law's provisions. Customer agrees that it will only bring any action or proceeding arising from or relating to this Agreement in a federal court in the District of Florida or in state court in Broward County, Florida, and Customer irrevocably submits to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts by CGA.

- 12. INSURANCE** CGA Systems will maintain during the period of this agreement Professional Liability Insurance for Technology and Internet Errors and Omissions and Electronic Media Activities in the amount no less than \$1,000,000 per claim and \$2,000,000 aggregate.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Chris Giordano

Chris Giordano
President

AGENDA ITEM REPORT



To: Town Commission
Subject: Town Hall beautification Project (Pressure Wash, Shrubs and Paint)
Meeting: 04 27 2022 DRAFT Agenda WORKSHOP COMMISSION MEETING - Apr 27 2022
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

The Town Hall building façade must be cleaned and painted as part of the building maintenance routine. Likewise, the landscaping must be revitalized with shrubs, mulch, and new sprinklers for a fresher appearance.

FINANCIAL IMPACT:

Pressure wash \$3,095.20; Shrubs \$500; Sprinklers; \$500 misc

RECOMMENDATION:

Seeking Commission's Direction to solicit vendors, request for quotes for various beautification projects at Town Hall

ATTACHMENTS:

[Pressure Wash - BelAire](#)

	Status:
Myriam Jacques, Interim Public Services Director	Approved - Apr 20 2022
Robert Clark, Public Services Director	Approved - Apr 21 2022
Christian Noel, Accounts Payable	Pending
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

Bel Air Maintenance, Inc.

P.O. Box 266284

Weston, FL 33326-6284

PH: 954-749-2429 Fax: 954-925-4648

Email: tarim@belair-bam.com

Proposal

Date	Number
4/11/22	6542

Customer:

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

Service Location/Info:

Town Hall
3150 SW 52 Avenue
Pembroke Park, FL 33023

ATTN: Myriam Jacques
Contact #: 954-275-3350

Service Description/Information	Sq Ft	Rate	Amount
For your consideration, we respectfully submit requested proposal as follows:			
Pre-spray and pressure clean:			
Building Exterior in full	14,350	0.14495	2,080.00
All misc concrete surrounding building, including exterior sidewalk along 52nd Ave (no charge with building exterior)		0.00	0.00
Equipment Rental: 40 ft lift rental		799.20	799.20
Lift Operator	6	36.00	216.00
Includes: Three (3) Month Warranty, one touch-up, regarding mildew			
Sub Total:			3,095.20
Notes:			
- Saturday scheduling			
- Window service suggested following completion			
- Fine dirt embedded into paint not able to be removed			
- All vehicles must be 40 ft from building at time of service			
Bel Air pressure cleaning includes algaecide prespray application to remove and treat mildew and algae; and to ensure cleaner, brighter, and longer lasting results.			
<i>Thank you - We appreciate your consideration.</i>			
Agreed and accepted this _____ day of _____, 20____.			
Please sign and print name, title and entity. Scheduling information will be provided upon receipt of signed proposal.			

AGENDA ITEM REPORT



To: Town Commission
Subject: Utility Locates Selection and Award Recommendation
Meeting: 04 27 2022 DRAFT Agenda WORKSHOP COMMISSION MEETING - Apr 27 2022
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

The Town solicited and received bids for a new underground utility location service contract ITB 22-04 on March 30th. Staff reviewed the bid package and found it responsive with a responsible vendor. Craig A Smith met all the bid requirements. See attached bid matrix for details.

FINANCIAL IMPACT:

Contract is Not to exceed \$127,128.40 per year. However, Town normally spends between \$800 and \$2,000.

RECOMMENDATION:

Staff recommends awarding the 3-year term contract to the only bidder, Craig A. Smith.

ATTACHMENTS:

[CAS Submittal](#)

[ITB 22-04 Bid Review Matrix](#)

	Status:
Myriam Jacques, Interim Public Services Director	Approved - Apr 20 2022
Robert Clark, Public Services Director	Approved - Apr 20 2022
Christian Noel, Accounts Payable	Pending
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



TOWN OF PEMBROKE PARK

**Underground Utility Location Services
Bid Package ITB No. 22-04**

DUE Thursday March 31, 2022 at 3:00 pm

CAS SUBMITTAL PACKAGE



Submitted By

Craig A. Smith & Associates, LLC

21045 Commercial Trail, Boca Raton, FL 33486
277 Goolsby Blvd., Unit 4C, Deerfield Beach, FL 33442
(954) 782 8222 / (561) 314 4445
www.craigasmith.com

SECTION 7 - SCOPE OF WORK

All blanks have been filled in, BID SHEET is attached to the completed "Invitation For Bid" and returned herewith. In accordance with all terms, conditions, specifications and requirements, the Bidder offers the following:

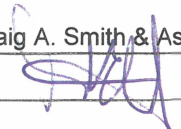
Item #	Estimated Annual Quantity	Unit	Description of Service	Unit Price	Item Total
1	5,000	EA	Standard Locate and mark ALL Town-Owned Facilities in the Area Specified in the SSOCOF Ticket, or White Lined by Excavator. See Attachment "C" - Standard Locate	13.25	66,250
2	500	EA	Locates with Ground Penetrating Radar (GPR) and Mark Town-Owned Facilities. See Attachment "C" – GPR Locates	25.00	12,500
3	100	EA	Locate with Vacuum Digging (POT-HOLING) and Mark Town-Owned Facility. See Attachment "C" - Potholing	199.50	19,950
4	100	EA	Placement of Electronic Markers after a line has been exposed through Vacuum Digging. Owner to supply Electronic Markers. See Attachment "C" - Placement of Electronic Markers	0.01	1.00
5	200	EA	The taking of GPS coordinates utilizing sub-meter equipment. See Attachment "C" - GPS Coordinates	49.95	9,990
6	10	EA	Emergency - Standard Locate 5:00 p.m. – 5:00 a.m. Weekdays and all day Saturday & Sunday. See Attachment "C" - Emergency Locates.	1.00	10.00
7	5,000	EA	Electronic Ticket Management. Receipt and Delivery of Request to Locate tickets from Sunshine State One Call.	0.85	4,250
8	6,750	EA	Screened and Cleared Tickets. Receive Request to locate ticket from SSOCOF, screen and clear for "out of area" etc. See Attachment "C" Screen & Clear Tickets	2.10	14,175
9	1	SF	Perform Three-Dimensional Radar Services for small surface area 10,000 SF to 15,000 SF. Price per SF. See Attachment "C" - Three-Dimensional Radar Services (small area)	1.00	1.00
10	1	SF	Perform Three-Dimensional Radar Services for medium surface area 15,001 SF to 50,000 SF. Price per SF. See Attachment "C" - Three-Dimensional Radar Services (medium area)	0.85	0.85
11	1	SF	Perform Three-Dimensional Radar Services for large surface area 50,000 SF and greater. Price per SF. See Attachment "C" - Three-Dimensional Radar Services (large area)	0.55	0.55
Subtotal for 1st Year Usage				127,128.40	
Subtotal for 2nd Year Usage				127,128.40	
Total for 3rd Year Usage				127,128.40	

Town of Pembroke Park
ITB 22-04 Underground Utility Location Services

Jobsite visitation is strongly recommended; submission of a Bid will be construed that the Bidder is acquainted sufficiently with the work to be performed.

Delivery requirements will be identified in each Purchase Order issued against this contract.

NAME OF COMPANY: Craig A. Smith & Associates, LLC

AUTHORIZED SIGNATURE: 

By signing this Bid sheet, the firm is agreeing to the terms and conditions of the Invitation to Bid.

In accordance with "Special Instructions to Bidder" indicate if an exception to insurance requirements is being requested. Be specific and state reason:

WOULD YOU ACCEPT CREDIT CARDS AS PAYMENT FROM OWNER? YES ☐ NO ☒

THE UNDERSIGNED BIDDER WILL EXTEND THE SAME PRICE, TERMS AND CONDITIONS TO OTHER GOVERNMENTS LOCATED IN BROWARD COUNTY DURING THE PERIOD COVERED BY THIS CONTRACT, IF REQUESTED.

YES ☒ NO ☐

WILL THIS PRICING BE EXTENDED TO OTHER GOVERNMENTS LOCATED IN DADE OR PALM BEACH COUNTIES?

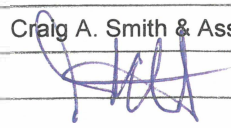
YES ☒ NO ☐

OTHER GOVERNMENTS LOCATED WITHIN THE STATE OF FLORIDA? YES ☒ NO ☐

Email Address:	ssmith@craigasmith.com
Cellular #:	954 815 4111
Federal Tax ID #:	86-3889398
Remit Address:	21045 Commercial Trail, Boca Raton, FL 33486

NOTICES TO BIDDER:

1. Please check the Federal Employer's Identification Number (FEIN) and other information on the face of the invitation to Bid/Bidder Acknowledgment Form (IFB) and MAKE APPROPRIATE CORRECTIONS ON THE IFB.
2. IF THE OWNER DOES NOT HAVE THE CORRECT INFORMATION, PAYMENTS CANNOT BE MADE TO YOUR FIRM.
3. BE SURE TO HAVE THE INVITATION TO BID, [BIDDER ACKNOWLEDGMENT FORM] SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.

NAME OF COMPANY:	Craig A. Smith & Associates, LLC
AUTHORIZED SIGNATURE:	

ATTACHMENT "B"
FORM OF BID BOND

See attached cashiers check as
stipulated in Item 10 page 19 of the
Invitation to Bid

KNOW ALL MEN BY THESE PRESENTS THAT

Craig A. Smith & Associates, LLC

as

(Print full name and address or legal title of Contractor) Principal,

and

(Print full name and address of Surety Company)

as surety, who is duly licensed to act as surety in the State of Florida, re held and firmly bound unto

(Print full name and address or legal title of Owner)

Six Thousand Three Hundred and Fifty Six Dollars 42/100

as Oblige, in the sum of _____ DOLLARS, (\$ 6,356.42 .00) lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed, and dated this 30th day of March 2022.

WHEREAS, the said Principal is herewith submitting a Bid for

Locating & Marking Underground Utilities

Town of Pembroke Park, 3150 S. W. 52nd Avenue, Pembroke Park, Florida 33023

and the Principal desires to file this Bid bond in lieu of making the cash deposit.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Principal shall be awarded the contract for which the Bid is submitted and shall, within ten (10) working days from Principal's receipt of the contract agreement, execute the contract and give bond or bonds for the faithful performance and for the prompt payment of labor and material furnished thereof, then this obligation shall be null and void; but if the Principal fails to so execute such contract and give performance and payment bonds as required by Invitation To Bid and Owner's Contract Documents, the surety shall, upon demand, forthwith pay to the Oblige the amount set forth in the first paragraph hereof.

_____(SEAL)

_____(SEAL)

_____(SEAL)



AT-FAULT DAMAGE HISTORY

NONE

Bidders shall submit with their Bid documents, a complete listing of all "At-Fault" facility damages within the past twenty-four (24) months and the current disposition of the incident(s) (i.e., settled, disputed, subject of litigation).	
The "At-Fault" damage history information shall include at a minimum, the following information:	
1.	Name of Utility Owner Agency NONE
2.	Specific Contact Information for person or persons familiar with the incident including current contact number and business address
3.	Type of Facility Damaged
4.	Date of Incident
5.	Actual or Estimated Dollar Amount of Damages
6.	Time to Repair or Restore
7.	Number of Customers Affected (approximate)
8.	Root Cause of Damage (i.e., unmarked, mis-marked)
9.	Information as to any supplemental or third-party claims associated with damage incident
10.	Excavator Down Time Associated with incident
11.	Status or Disposition of Damage Incident
12.	Indicate the timeliness of the damage resolution
13.	Indicate the date the damage incident occurred
14.	Indicate the date of final resolution (payment, repair, agreement)

The above information shall be submitted with Bidder's Proposal. Failure to submit this information will result in Bidder being found Non-Responsive.

Town of Pembroke Park
ITB 22-04 Underground Utility Location Services



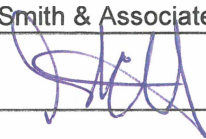
BID ACKNOWLEDGMENT

The undersigned, having carefully read and considered the Invitation to Bid, ITB 22-04 Underground Utility Location Services for the Town of Pembroke Park, does hereby offer to perform such services for the Town of Pembroke Park, in the manner described and subject to the terms and conditions set forth in the attached ITB.

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

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

Bidder Business Name: Craig A. Smith & Associates, LLC

Authorized Representative Signature: 

Authorized Representative Name (Print): Stephen C. Smith P.E.

Authorized Representative Title (Print): President

Address: 21045 Commercial Trail, Boca Raton, FL 33486

Date: March 30, 2022 Phone: 561 314 4445 Fax: 561 314 4458

Email Address: ssmith@craigasmith.com

Key Staff Member(s) Will Assign to Project: Jim Driscoll, Alan Lopez



VENDOR/BIDDER DISCLOSURE

Stephen C. Smith P.E.
I, _____, being first duly sworn state that:

The full legal name and business address of the person(s) or entity contracting with the Town of Pembroke Park

("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Craig A. Smith & Associates, LLC

Address: 21045 Commercial Trail, Boca Raton, FL 33486

FEIN: 86-3889398

State and date of incorporation Florida / May 13, 2021

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	% Ownership
Owner - Aneesh Goly,	4152 W. Blue Heron Blvd. Suite 114, Riviera Beach, FL 33404	
		100%

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

Full Legal Name	Address	% Ownership
NONE		

STATE OF FLORIDA)
COUNTY OF Palm Beach)

By: [Signature]
Signature of Affiant

March 30, 2022
Date: _____

Stephen C. Smith, P.E., President
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 30th day of

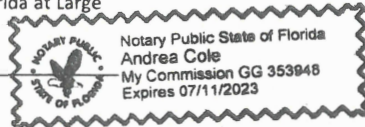
March 2022, by Stephen C. Smith P.E., he/she is personally known

to me or has presented _____ as identification.

[Signature]

Notary Public, State of Florida at Large

Print or Stamp of Notary:





SUBCONTRACTORS

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

	CLASSIFICATION OF WORK	NAME OF SUBCONTRACTOR	ADDRESS OF SUBCONTRACTOR
1.	NONE		
2.			
3.			
4.			
5.			

REFERENCES

All references must be from customers for whom your company has provided similar services as the specifications of this Bid. Information will be verified with Reference. Failure to provide below information or falsifying any information will result in default of References and cause the Bid to be disqualified and rejection of your Bid package as non-responsive.

Company Name:

Client	City of Hollywood		
Contact Person Name	Angel Lopez	Title	Public Utilities Manager
Contact Street Address	2600 Hollywood Blvd.		
City, State & Zip	Hollywood, FL 33022		
Phone	754 921 3921	Email	alopez@hollywoodfl.org
Specific Work Performed	Continuing subsurface utility locating services for City of Hollywood since 2005.		
Period of Performance:	From: 2005	To:	Ongoing
Contract Value:	\$400,000 Annually		
At-Fault Damages?	Yes	(if Yes, give details below)	☒ No
All Damage Issues Settled?	Yes	No	(if No, give details below)

REFERENCES

All references must be from customers for whom your company has provided similar services as the specifications of this Bid. Information will be verified with Reference. Failure to provide below information or falsifying any information will result in default of References and cause the Bid to be disqualified and rejection of your Bid package as non-responsive.

Company Name:

Client	City of Pembroke Pines		
Contact Person Name	Ron Abel	Title	Project Director
Contact Street Address	601 City Center Way		
City, State & Zip	Pembroke Pines, FL 33025		
Phone	321 288 0037	Email	ron.abel@jacobs.com
Specific Work Performed	Continuing subsurface utility locating services for City of Pembroke Pines since 2015.		
Period of Performance:	From: 2015	To:	Ongoing
Contract Value:	\$200,000 Annually		
At-Fault Damages?	Yes	(if Yes, give details below)	☒ No
All Damage Issues Settled?	Yes	No	(if No, give details below)

REFERENCES

All references must be from customers for whom your company has provided similar services as the specifications of this Bid. Information will be verified with Reference. Failure to provide below information or falsifying any information will result in default of References and cause the Bid to be disqualified and rejection of your Bid package as non-responsive.

Company Name:

Client	City of Coconut Creek		
Contact Person Name	Jean Dupuis	Title	Deputy Director of Utilities & Engr.
Contact Street Address	5295 Johnson Road		
City, State & Zip	Coconut Creek, FL 33073		
Phone	954 448 9070	Email	JDupuis@coconutcreek.net
Specific Work Performed	Continuing subsurface utility locating services for City of Coconut Creek since 2003.		
Period of Performance:	From: 2003	To:	Ongoing
Contract Value:	\$125,000 Annually		
At-Fault Damages?	Yes (if Yes, give details below)	☒ No	
All Damage Issues Settled?	Yes	No (if No, give details below)	



PUBLIC ENTITY CRIMES

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

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

Acknowledged By:

Craig A. Smith & Associates, LLC

Firm Name:

Stephen C. Smith, P.E.

President

Printed Name:

Title:

March 30, 2022

Signature:

Date:



SCRUTINIZED COMPANIES

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

Acknowledged By:

Craig A. Smith & Associates, LLC

Firm Name:

Stephen C. Smith, P.E.

President

Printed Name:

Title:

March 30, 2022

Signature:

Date:



CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

- ☐ To the best of our knowledge, the undersigned Contractor has no potential conflict of interest as defined in Chapter 112, Florida Statutes.
- ☐ The undersigned Contractor, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this ITB.

Acknowledged By:

Craig A. Smith & Associates, LLC

Firm Name:

Stephen C. Smith, P.E.

President

Printed Name:

Title:

March 30, 2022

Signature:

Date:



NON-COLLUSION STATEMENT

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

Any TOWN officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

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

In accordance with TOWN Policy and Standards:

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

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

NAME	RELATIONSHIPS

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

Company/Firm:

Craig A. Smith & Associates, LLC

Authorized Signature:

Print Name: Stephen C. Smith P. E.

Title: President

Date: March 30, 2022



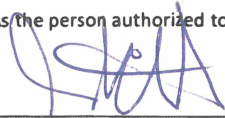
CONFIRMATION OF DRUG-FREE WORKPLACE

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

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


Bidder's Signature

March 30, 2022
Date

Town of Pembroke Park
ITB 22-04 Underground Utility Location Services



ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in its Bid:

Addendum No. 1 Date Issued March 30, 2022

Addendum No. 2 Date Issued March 30, 2022

Addendum No. 3 Date Issued March 30, 2022

Addendum No. 4 Date Issued

Addendum No. 5 Date Issued

Addendum No. 6 Date Issued

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS ITB.

State of Florida

Department of State

I certify from the records of this office that CRAIG A. SMITH & ASSOCIATES, LLC is a limited liability company organized under the laws of the State of Florida, filed on May 13, 2021.

The document number of this limited liability company is L21000210726.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on January 4, 2022, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighteenth day of February,
2022*



Randy Be
Secretary of State

Tracking Number: 8500679706CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Craig A. Smith & Associates, LLC		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 4152 W Blue Heron Blvd, 116	Requester's name and address (optional)	
6 City, state, and ZIP code Riviera Beach, FL 33404		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

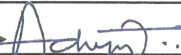
Social security number								
			-					
or								
Employer identification number								
8	6		-	3	8	8	9	3
							9	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► 

Date ► 09/03/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CRAIASM-03

KKENNEDY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CAL Risk Management 23 Eganfuskee Street Suite 102 Jupiter, FL 33477	CONTACT NAME: Diane Traynor		
	PHONE (A/C, No, Ext): (561) 776-9001	FAX (A/C, No): (561) 427-6730	
	E-MAIL ADDRESS: Dtraynor@callic.com		
INSURED Craig A. Smith & Associates LLC 4152 West Blue Heron Boulevard Riviera Beach, FL 33404	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Indemnity Co. of America		25666
	INSURER B : Travelers Property & Casualty Co. of America		25674
	INSURER C : Travelers Casualty & Surety Company		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:			6606S217911	7/30/2021	7/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP6S218711	7/30/2021	7/30/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ PER STATUTE ☒ OTH-ER ☐
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB4S881501	7/30/2021	7/30/2022	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as additional insured for General Liability when required by written contract. General Liability is primary and non-contributory for the certificate holder when required by written contract. Waiver or subrogation applies to General Liability and Employers Liability when required by written contract. Umbrella covers over General Liability and Workers Compensations policies. Cancellation applies as per policy terms, conditions and exclusions.

CERTIFICATE HOLDER

CANCELLATION

TOWN OF PEMBROKE PARK 3150 S.W. 52ND AVENUE Pembroke Pines, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sena & Whitney, LLC 190 Glades Rd. Ste C Boca Raton, FL 33432 License #: A283753	CONTACT NAME: Kimberly Hefferon
	PHONE (A/C, No, Ext): (561)210-8715 FAX (A/C, No): (561)210-8716
	E-MAIL ADDRESS: kim@wcladvisors.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Socius Insurance Services, Inc - Commercial
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 00000283-3377801 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y/N ☐ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			121AE0196959-00	04/01/2021	04/01/2022	Each Claim 1,000,000
A	Professional Liab			121AE0196959-00	04/01/2021	04/01/2022	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE (KIH)

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Printed by KIH on September 09, 2021 at 03:06PM

Town of Pembroke Park



UNDERGROUND UTILITY LOCATION SERVICES

Craig A. Smith

ITB 22-04 Bid Tabulation, Bid Opening March 31, 2022

ITEM #	Qty	Unit	DESCRIPTION	Unit Price	Item Total
1	5,000	EA	Standard Locate and mark ALL Town-Owned Facilities in the Area Specified in the SSOCOF Ticket, or White Lined by Excavator. See Attachment "C" - Standard Locate	13.25	66,250
2	500	EA	Locates with Ground Penetrating Radar (GPR) and Mark Town-Owned Facilities. See Attachment "C" – GPR Locates	25.00	12,500
3	100	EA	Locate with Vacuum Digging (POT-HOLING) and Mark Town-Owned Facility. See Attachment "C" - Potholing	199.50	19,950
4	100	EA	Placement of Electronic Markers after a line has been exposed through Vacuum Digging. Owner to supply Electronic Markers. See Attachment "C" - Placement of Electronic Markers	0.01	1
5	200	EA	The taking of GPS coordinates utilizing sub-meter equipment. See Attachment "C" - GPS Coordinates	49.95	9,990
6	10	EA	Emergency - Standard Locate 5:00 p.m. – 5:00 a.m. Weekdays and all day Saturday & Sunday. See Attachment "C" - Emergency Locates.	1.00	10
7	5,000	EA	Electronic Ticket Management. Receipt and Delivery of Request to Locate tickets from Sunshine State One Call.	0.85	4,250
8	6,750	EA	Screened and Cleared Tickets. Receive Request to locate ticket from SSOCOF, screen and clear for "out of area" etc. See Attachment "C" Screen & Clear Tickets	2.10	14,175
9	1	SF	Perform Three-Dimensional Radar Services for small surface area 10,000 SF to 15,000 SF. Price per SF. See Attachment "C" - Three-Dimensional Radar Services (small area)	1.00	1.00
10	1	SF	Perform Three-Dimensional Radar Services for medium surface area 15,001 SF to 50,000 SF. Price per SF. See Attachment "C" - Three-Dimensional Radar Services (medium area)	0.85	0.85
11	1	SF	Perform Three-Dimensional Radar Services for large surface area 50,000 SF and greater. Price per SF. See Attachment "C" - Three-Dimensional Radar Services (large area)	0.55	0.55
Total for 1st Year Usage				\$127,128.40	
Total for 2nd Year Usage				\$127,128.40	
Total for 3rd Year Usage				\$127,128.40	



Town of Pembroke Park

UNDERGROUND UTILITY LOCATION SERVICES

Craig A. Smith

ITB 22-04 Forms Tabulation, Bid Opening March 31, 2022

	Documents and Executed Forms	Met Requirement
1	Bid Forms	X
2	Bid Signature Page	X
3	Questionnaire	X
4	Bid Acknowledgment	X
5	Vendor/Bidder Disclosure	X
6	Subcontractors	X
7	References, Minimum of three (3)	X
8	Scrutinized Companies	X
9	Public Entity Crimes	X
10	Conflict of Interest Disclosure	X
11	Non-Collusion Statement	X
12	Confirmation of Drug-Free Workplace	X
13	At-Fault Damage History	X
14	Acknowledgement of Addenda	X
15	Prices	X
16	Total for 1st Year Usage	X
17	Total for 2nd Year Usage	X
18	Total for 3rd Year Usage	X
19	Bid Bond	X
20	Professional Licensure (As indicated by Item 8 - Licensure)	X
21	Previous satisfactory performance on similar contracts	X
22	Satisfactory review of past or pending At-Fault damage claims (Section "7")	X
23	Satisfactory review of pending litigation	X
24	No outstanding judgments	X
25	W-9	X
26	Certificate of Liability Insurance	X

AGENDA ITEM REPORT



To: Town Commission
Subject: Resolutions for THREE-CENT, and FIFTH CENT Local Option Gas Tax Amendments
Meeting: 05 11 2022 DRAFT Agenda REGULAR COMMISSION MEETING - May 11 2022
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

This is the 2022 Amendment to Interlocal Agreement entered into by and between Broward County and Pembroke Park providing for division and distribution of the proceeds from the Broward County additional three cent and fifth-cent local option gas taxes on motor fuel for transit.

FINANCIAL IMPACT:

Tax proceeds distribution are as follows:

THREE-CENT Tax: 0.164579%; FIFTH-CENT Tax: 0.083461%

RECOMMENDATION:

Resolution for each Local option Gas Tax Interlocal Agreement

ATTACHMENTS:

[Gas Tax Memo to Cities 2022](#)

[PS GASTAX3 2022 Amendment ex 1](#)

[PS GASTAX5 2022 Amendment ex 2](#)

[2022-005 .03 gas tax](#)

[2022-006 .05 penny tax](#)

	Status:
Myriam Jacques, Interim Public Services Director	Approved - May 03 2022
Robert Clark, Public Services Director	Approved - May 04 2022
Christian Noel, Accounts Payable	Approved - May 04 2022
Melissa Anderson, Town Attorney	Approved - May 04 2022
JC Jimenez, Town Manager	Approved - May 04 2022
Marlen Martell, Town Clerk	Approved - May 05 2022



Office of Management and Budget

115 S. Andrews Avenue, Room 404 • Fort Lauderdale, Florida 33301 • 954-357-6345 • FAX 954-357-6364

April 15, 2022

Dear Municipality:

As you know, there are three local option gas taxes:

- The "Original" Six Cents Local Option Gas Tax was renewed in 2018 for a period of 30 years from September 1, 2018 to December 31, 2047. The updated BEBR population figures and the share of proceeds for FY23 are attached for your information. No action is needed at this time.
- The "additional" local option gas tax agreement levied in 1994 provides for Cities to receive 51.27% of three cents of gas tax. The Cities' share of this gas tax has increased over the years due to annexations, however, there were no annexations of populated areas effective September 2021 so the Cities' share of the three cents of gas tax will remain the same as last year. As a result, this amendment adjusts each City's percentage share of the 51.27% based on updated population figures. This agreement expires on December 31st, 2023.
- The "transit gas tax" agreement levied in 2001 provides for Cities to receive 26% of the proceeds of one cent of gas tax. This amendment includes adjustments to each City's percentage share based on updated population figures. This agreement expires on December 31st, 2030.

Attached are the amendments to two interlocal gas tax agreements requiring approval by your municipal governing board no later than June 1, 2022. The two attached amendments for those gas tax agreements are required to adjust each City's percentage share based on updated population figures until they expire in 2023 and 2030.

Additional notice of the renewals of the two interlocal agreements ("additional" and "transit gas tax") will be sent out at a later date.

Revisions to Population Figures

The two interlocal agreements provide for the distribution of gas taxes among the Cities based on population figures published annually by the University of Florida Bureau of Economics and Business Research. The interlocal agreements also provide for the population numbers to be revised annually using the most current published figures.

Please place the two amendments on the agenda for approval by the municipal governing board as soon as possible and **return the signed agreement and a copy of your municipal resolution** to the County no later than June 1, 2022. This year we are accepting verifiable digital signatures, available through programs like DocuSign and Adobe. **Once we receive a majority of signed agreements from the cities, our County Attorney's office will execute the agreements and return an executed complete document which includes the agreement, county signature page and city signature pages for your records.** If you have any questions about the amendments, please contact Elise Cooper from the County's Office of Management and Budget at 954-357-6360.

Attached are copies of the above discussed amendments. **Please return three executed originals of each amendment which includes the agreement, city signature page, and a copy of your municipal resolution to:**

Trevor Fisher, Director
Broward County Public Works Department
Attention: Highway and Bridge Maintenance Division
1600 N.W. 30th Ave. (Blount Road)
Pompano Beach, FL 33069
Ph. (954) 357-6040

Sincerely,
Norman Foster, Director
Office of Management and Budget

A stylized blue ink signature of Norman Foster, Director of the Office of Management and Budget.

Broward County Board of County Commissioners

Torey Alston • Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Jared E. Moskowitz • Nan H. Rich • Tim Ryan • Michael Udine
www.broward.org

EXHIBIT 1

**2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

This 2022 Amendment to Interlocal Agreement ("2022 Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida, (each a "Municipality" and, collectively "Municipalities"). County and Municipalities are collectively referred to as the "Parties."

RECITALS

A. Section 336.025(1)(b), Florida Statutes, authorizes the County to extend the levy of the additional three-cent local option gas tax upon every gallon of motor fuel sold in Broward County for a period not to exceed thirty (30) years on a majority vote of the governing body of the County.

B. The Broward County Board of County Commissioners enacted Section 31½-38, Broward County Code of Ordinances, effective January 1, 1994, through December 31, 2024, pursuant to Section 336.025(1)(b), Florida Statutes, imposing the levy of the three-cent (\$.03) local option fuel tax for thirty (30) years and providing for a method of distribution of the proceeds of the tax.

C. The method for distribution of the proceeds is established by an Interlocal Agreement with Municipalities representing a majority of the population of the incorporated area within the County ("Interlocal Agreement").

D. Paragraph 3 of the Interlocal Agreement requires annual adjustment of the division and distribution of the proceeds based upon the population of the individual Municipalities and unincorporated Broward County in accordance with the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida ("BEBR Figures").

NOW, THEREFORE, for good and valuable consideration, and pursuant to the authorization of Section 336.025(1)(b)2., Florida Statutes, the County and Municipalities agree as follows:

1. Paragraph 2 of the Interlocal Agreement, as previously amended, is hereby amended to read:

2. Forty-eight and Seventy-three One-hundredths percent (48.73%) of the total proceeds from the additional three-cent local option fuel tax shall be divided and distributed to the County, and the remaining Fifty-one and Twenty-seven One-hundredths percent (51.27%) of the total proceeds from the additional three-

cent local option fuel tax shall be divided among and distributed to the eligible municipalities within the County as follows:

$$\frac{\text{Population of Each Eligible Municipality}}{\text{Total County Incorporated Area Population}} \times 51.27\% =$$

Recipient	FY23 Percent Share of Proceeds
Coconut Creek	1.530750%
Cooper City	0.909837%
Coral Springs	3.559203%
Dania Beach	0.842123%
Davie	2.809077%
Deerfield Beach	2.304047%
Fort Lauderdale	4.921909%
Hallandale Beach	1.088647%
Hillsboro Beach	0.052532%
Hollywood	4.069603%
Lauderdale-by-the-Sea	0.164076%
Lauderdale Lakes	0.969352%
Lauderhill	1.971610%
Lazy Lake	0.000870%
Lighthouse Point	0.277710%
Margate	1.553048%
Miramar	3.597530%
North Lauderdale	1.186463%
Oakland Park	1.171677%
Parkland	0.937426%
Pembroke Park	0.164579%
Pembroke Pines	4.519350%
Plantation	2.450110%
Pompano Beach	2.992780%
Sea Ranch Lakes	0.014151%
Southwest Ranches	0.203012%
Sunrise	2.575250%
Tamarac	1.917941%
Weston	1.806740%
West Park	0.402823%
Wilton Manors	0.305774%
Total Incorporated	51.270000%

2. Paragraph 3 of the Interlocal Agreement, as previously amended, is hereby amended to read:

3. The population figures set out herein are based on the figures contained in the document referred to as the "Florida Estimates of Population," published on an annual basis by the Bureau of Economics and Business Research, Population Division, University of Florida. The population figures to be utilized in the formula described in Paragraph 2 of this Interlocal Agreement for the division and distribution of the proceeds from the additional three-cent local option fuel tax shall be adjusted annually based on the then-current "Florida Estimates of Population."

For the purpose of this Agreement, the population figures are as follows:

Recipient	BEBR Population 4/1/21
Coconut Creek	57,871
Cooper City	34,397
Coral Springs	134,558
Dania Beach	31,837
Davie	106,199
Deerfield Beach	87,106
Fort Lauderdale	186,076
Hallandale Beach	41,157
Hillsboro Beach	1,986
Hollywood	153,854
Lauderdale-by-the-Sea	6,203
Lauderdale Lakes	36,647
Lauderhill	74,538
Lazy Lake	33
Lighthouse Point	10,499
Margate	58,714
Miramar	136,007
North Lauderdale	44,855
Oakland Park	44,296
Parkland	35,440
Pembroke Park	6,222
Pembroke Pines	170,857
Plantation	92,628
Pompano Beach	113,144
Sea Ranch Lakes	535
Southwest Ranches	7,675
Sunrise	97,359

Recipient	BEBR Population 4/1/21
Tamarac	72,509
Weston	68,305
West Park	15,229
Wilton Manors	11,560
Total Incorporated	1,938,296
Unincorporated Area	17,079
Total County	1,955,375

3. This 2022 Amendment shall be effective as of the date it is executed by the County after having previously been executed by Municipalities cumulatively representing a majority of the incorporated area population of the County. The amended population figures and share of proceeds shall take effect as provided by applicable law.

4. In the event any provision within this 2022 Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate the Interlocal Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

5. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2022 Amendment and the Interlocal Agreement, as previously amended, the Parties acknowledge that this 2022 Amendment shall control.

6. This 2022 Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties have made and executed this 2022 Amendment to the Interlocal Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on April 5th, 2022, and each Municipality, signing by and through the official indicated on each signature page, duly authorized to execute same.

COUNTY

WITNESSES:

Broward County, by and through
its County Administrator

Print Name: _____

By _____

Monica Cepero
County Administrator

Print Name: _____

_____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____

Annika E. Ashton (Date)
Deputy County Attorney

**2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: PEMBROKE PARK

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

This 2022 Amendment to Interlocal Agreement ("2022 Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida (each a "Municipality" and, collectively "Municipalities") County and Municipalities are collectively referred to as the "Parties."

RECITALS

A. Section 336.025(1)(b), Florida Statutes, authorizes the counties to extend the levy of the additional fifth-cent local option gas tax upon every gallon of motor fuel sold in Broward County for a period not to exceed thirty (30) years on a majority vote of the governing body of the County.

B. On June 13, 2000, the Broward County Board of County Commissioners enacted Ordinance No. 2000-25, effective January 1, 2001, through December 31, 2031, pursuant to Section 336.025(1)(b), Florida Statutes, extending the levy of the additional fifth-cent local option gas tax for thirty (30) years and providing for a method of distribution of the proceeds of the tax.

C. The method for distribution of the proceeds is established by an Interlocal Agreement with Municipalities representing a majority of the population of the incorporated area within the County ("Interlocal Agreement").

D. Paragraph 4 of the Interlocal Agreement requires annual adjustment of the division and distribution of the proceeds based upon the population of the individual Municipalities and unincorporated Broward County utilizing the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida ("BEBR Figures").

NOW, THEREFORE, for good and valuable consideration, and pursuant to Section 336.025(1)(b), Florida Statutes, the County and Municipalities agree as follows:

1. Section 2.1 of the Interlocal Agreement, as previously amended, is hereby amended to read as follows:

2.1 Seventy-four percent (74%) of the total proceeds from the additional fifth-cent local option gas tax shall be distributed to the County. The remaining twenty-six percent (26%) shall be distributed to the eligible municipalities in the County as follows:

Population of Each Eligible Municipality

Total County Incorporated Area X 26.0000%
Population

Recipient	BEBR Population 4/1/21	FY23 Percent Share of Proceeds
Coconut Creek	57,871	0.776273%
Cooper City	34,397	0.461396%
Coral Springs	134,558	1.804940%
Dania Beach	31,837	0.427057%
Davie	106,199	1.424537%
Deerfield Beach	87,106	1.168426%
Fort Lauderdale	186,076	2.495994%
Hallandale Beach	41,157	0.552074%
Hillsboro Beach	1,986	0.026640%
Hollywood	153,854	2.063774%
Lauderdale-by-the-Sea	6,203	0.083206%
Lauderdale Lakes	36,647	0.491577%
Lauderhill	74,538	0.999841%
Lazy Lake	33	0.000442%
Lighthouse Point	10,499	0.140832%
Margate	58,714	0.787580%
Miramar	136,007	1.824377%
North Lauderdale	44,855	0.601678%
Oakland Park	44,296	0.594180%
Parkland	35,440	0.475387%
Pembroke Park	6,222	0.083461%
Pembroke Pines	170,857	2.291849%
Plantation	92,628	1.242498%
Pompano Beach	113,144	1.517696%
Sea Ranch Lakes	535	0.007176%
Southwest Ranches	7,675	0.102951%
Sunrise	97,359	1.305958%
Tamarac	72,509	0.972624%
Weston	68,305	0.916233%
West Park	15,229	0.204279%
Wilton Manors	11,560	0.155064%
Total Incorporated	1,938,296	26.000000%

Recipient	BEBR Population 4/1/21	FY23 Percent Share of Proceeds
Unincorporated Area	17,079	
Total County	1,955,375	

The population figures set forth above are based on the figures contained in the document referred to as the "Florida Estimates of Population," published on an annual basis by the Bureau of Economic and Business Research, Population Division, of the University of Florida. The population figures to be utilized in the formula described in this section for the distribution of the additional fifth-cent local option gas tax shall be adjusted annually based on the current Florida Estimates of Population.

2. This 2022 Amendment shall be effective as of the date it is executed by the County after having previously been executed by the Municipalities cumulatively representing a majority of the incorporated area population of the County. The amended population figures and share of proceeds shall take effect as provided by applicable law.

3. In the event any provision within this 2022 Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate the Interlocal Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

4. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2022 Amendment and the Interlocal Agreement, as previously amended, the Parties acknowledge that this 2022 Amendment shall control.

5. This 2022 Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this 2022 Amendment to the Interlocal Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on April 5th, 2022, and each Municipality, signing by and through the official indicated on each signature page, duly authorized to execute same.

COUNTY

WITNESSES:

Broward County, by and through
its County Administrator

Print Name: _____

By _____

Monica Cepero
County Administrator

Print Name: _____

_____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____

Annika E. Ashton (Date)
Deputy County Attorney

**2022 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: PEMBROKE PARK

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

RESOLUTION NO. 2022-005

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE 2022 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 2022 AMENDMENT FOR AND ON BEHALF OF THE TOWN OF PEMBROKE PARK; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Broward County, Florida enacted an Ordinance pursuant to Section 336.025(1)(b)(2), Florida Statutes, which granted Broward County the authority to levy a three (3) cents local option gas tax on motor fuel to be used only for transportation expenditures necessary to meet requirements of the capital improvements element of the adopted comprehensive plan; and

WHEREAS, the Town of Pembroke Park is eligible to receive a portion of this local option gas tax when imposed and collected by Broward County; and

WHEREAS, the Town of Pembroke Park has heretofore entered into an Interlocal Agreement with Broward County, and Addendum thereto, relating to the division and distribution of the proceeds of the local option gas tax on motor fuel ordinance; and

WHEREAS, the parties hereto desire to further amend said Interlocal Agreement to reflect the change in population of the municipalities and Broward County, with the resulting change in the division of proceeds among the municipalities and Broward County, and to provide for the further distribution of said local option gas tax pursuant to the formula contained therein.

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

Section 1: That the Town of Pembroke Park is authorized to make and enter into the 2022 Amendment (attached hereto as Exhibit 1) to the Interlocal Agreement between Broward County and the Town of Pembroke Park, which provides for the Division and Distribution of the Proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance.

Section 2: That the Mayor is hereby authorized and directed to execute and deliver said 2021 Amendment to the Interlocal Agreement for and on behalf of the Town of Pembroke Park.

Section 3: If any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 4: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 11th day of May, 2022.

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

MELISSA P. ANDERSON, ESQ
Town Attorney

RESOLUTION NO. 2022-006

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT REGARDING THE LOCAL OPTION GAS TAX; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Broward County, Florida enacted an Ordinance pursuant to Section 336.025(1)(b)(2), Florida Statutes, which increased the authority of Broward County to levy a fifth-cent local option gas tax on motor fuel to be used only for transportation expenditures necessary to meet requirements of the capital improvements element of the adopted comprehensive plan; and

WHEREAS, the Town of Pembroke Park is eligible to receive a portion of this local option gas tax when imposed and collected by Broward County; and

WHEREAS, the Town of Pembroke Park has heretofore entered into an Interlocal Agreement with Broward County, and Addendum thereto, relating to the division and distribution of the proceeds of the additional local option gas tax on motor fuel ordinance; and

WHEREAS, the parties hereto desire to further amend said Interlocal Agreement to reflect the change in population of the municipalities in Broward County, with the resulting change in the division of proceeds among the municipalities, and to provide for the further distribution of said local option gas tax pursuant to the formula contained therein.

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

Section 1: That the Town of Pembroke Park is authorized to make and enter into the

Town of Pembroke Park
Resolution No. 2021-006

2022 Amendment to the Interlocal Agreement between Broward County and the Town of Pembroke Park (attached hereto as Exhibit 2) which provides for the Division and Distribution of the Proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance.

Section 2: That the Mayor is hereby authorized and directed to execute and deliver said 2022 Amendment to the Interlocal Agreement for and on behalf of the Town of Pembroke Park.

Section 3: If any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 4: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 11 day of May, 2022.

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

MELISSA P. ANDERSON, ESQ
Town Attorney

RESOLUTION NO. 2022-005

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE 2022 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 2022 AMENDMENT FOR AND ON BEHALF OF THE TOWN OF PEMBROKE PARK; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Broward County, Florida enacted an Ordinance pursuant to Section 336.025(1)(b)(2), Florida Statutes, which granted Broward County the authority to levy a three (3) cents local option gas tax on motor fuel to be used only for transportation expenditures necessary to meet requirements of the capital improvements element of the adopted comprehensive plan; and

WHEREAS, the Town of Pembroke Park is eligible to receive a portion of this local option gas tax when imposed and collected by Broward County; and

WHEREAS, the Town of Pembroke Park has heretofore entered into an Interlocal Agreement with Broward County, and Addendum thereto, relating to the division and distribution of the proceeds of the local option gas tax on motor fuel ordinance; and

WHEREAS, the parties hereto desire to further amend said Interlocal Agreement to reflect the change in population of the municipalities and Broward County, with the resulting change in the division of proceeds among the municipalities and Broward County, and to provide for the further distribution of said local option gas tax pursuant to the formula contained therein.

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

Section 1: That the Town of Pembroke Park is authorized to make and enter into the 2022 Amendment (attached hereto as Exhibit 1) to the Interlocal Agreement between Broward County and the Town of Pembroke Park, which provides for the Division and Distribution of the Proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance.

Section 2: That the Mayor is hereby authorized and directed to execute and deliver said 2021 Amendment to the Interlocal Agreement for and on behalf of the Town of Pembroke Park.

Section 3: If any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 4: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 11th day of May, 2022.

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

MELISSA P. ANDERSON, ESQ
Town Attorney

RESOLUTION NO. 2022-006

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE 2022 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 2022 AMENDMENT FOR AND ON BEHALF OF THE TOWN OF PEMBROKE PARK; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Broward County, Florida enacted an Ordinance pursuant to Section 336.025(1)(b)(2), Florida Statutes, which increased the authority of Broward County to levy a fifth-cent local option gas tax on motor fuel to be used only for transportation expenditures necessary to meet requirements of the capital improvements element of the adopted comprehensive plan; and

WHEREAS, the Town of Pembroke Park is eligible to receive a portion of this local option gas tax when imposed and collected by Broward County; and

WHEREAS, the Town of Pembroke Park has heretofore entered into an Interlocal Agreement with Broward County, and Addendum thereto, relating to the division and distribution of the proceeds of the additional local option gas tax on motor fuel ordinance; and

WHEREAS, the parties hereto desire to further amend said Interlocal Agreement to reflect the change in population of the municipalities in Broward County, with the resulting change in the division of proceeds among the municipalities, and to provide for the further distribution of said local option gas tax pursuant to the formula contained therein.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE

TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That the Town of Pembroke Park is authorized to make and enter into the 2022 Amendment to the Interlocal Agreement between Broward County and the Town of Pembroke Park (attached hereto as Exhibit 2) which provides for the Division and Distribution of the Proceeds from the Broward County Additional Local Option Gas Tax on Motor Fuel Ordinance.

Section 2: That the Mayor is hereby authorized and directed to execute and deliver said 2022 Amendment to the Interlocal Agreement for and on behalf of the Town of Pembroke Park.

Section 3: If any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 4: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 5: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 11 day of May, 2022.

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

Town of Pembroke Park
Resolution No. 2022-006

MELISSA P. ANDERSON, ESQ
Town Attorney

ORDINANCE NO. 2022-003

**AN ORDINANCE OF THE TOWN OF PEMBROKE PARK,
FLORIDA, AMENDING THE TOWN'S COMPREHENSIVE
PLAN BY ADOPTING A "PROPERTY RIGHTS"
ELEMENT; PROVIDING FOR SEVERABILITY;
SUPERSEDING CONFLICTING ORDINANCES AND
RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, WHEREAS, Section 163.3167, Florida Statutes, requires the Town of Pembroke Park (the "Town") to maintain a comprehensive plan to guide its future development and growth; and

WHEREAS, Section 163.3177(6)(i)1., Florida Statutes, requires the comprehensive plan to include a property rights element; and

WHEREAS, the Town respects judicially acknowledged and constitutionally protected private property rights; and

WHEREAS, the Town respects the rights of all people to participate in land use planning processes; and

WHEREAS, this ordinance will amend the comprehensive plan by adding a property rights element.

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

Section 1: The comprehensive plan is amended by adding the property rights element attached as EXHIBIT A and made a part of this ordinance as if set forth in full.

Section 2: That the provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,

sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 3: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 4: That this Ordinance shall be in force and take effect as provided by law.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2022.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2022.

ATTEST:

GEOFFREY JACOBS
Mayor-Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

Melissa P. Anderson
Town Attorney

AGENDA ITEM REPORT



To:

Subject: Waiver Request - Department Coffee LLC

Meeting: 04 27 2022 DRAFT Agenda WORKSHOP COMMISSION MEETING - Apr 27 2022

Department: Finance

Staff Contact: Michelle Grooms, BTR/Billing Administrator

BACKGROUND INFORMATION:

See attachment

FINANCIAL IMPACT:

Decrease in revenue for penalty fee.

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Discretion of the Commission.

ATTACHMENTS:

[Waiver Request - Department Coffee LLC](#)

	Status:
Christian Noel, Accounts Payable	Approved - Apr 21 2022
Melissa Anderson, Town Attorney	Approved - Apr 21 2022
JC Jimenez, Town Manager	Denied - Apr 21 2022
Marlen Martell, Town Clerk	None

Department Coffee

1855 SW 31st Ave
Pembroke Park, FL 33009
323-538-2955
inc@dpt.coffee

March 28, 2022

Town of Pembroke Park

To whom it may concern.

Before anything, we'd like to apologize greatly for our oversight of on time payment for our business tax receipt with Pembroke Park this year. As you know, COVID has been a crazy time for everyone, and we are no different.

I'm writing this letter in hopes you can extend Department Coffee leniency on the \$250.00 additional late payment. To be honest, I've had a wicked bout of COVID with the new variant and have been out for the better part of a month and I'm just returning, and under those circumstances, Department Coffee could really use all the help we can get. We truly are a small business trying to make it through another difficult year.

Of course, we want to be in compliance, so included with this letter is a check for the past due balance, in full according to the last late letter we received.

Again, we hope you can extend us this one time leniency, it would truly help a real small business, who's owner is just getting over a serious bout of COVID.

Thanks so much for your time and consideration.

Eric Alfred Boudreaux

CEO, Department Coffee

Town Of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023-5413
Phone: (954) 966-4600 EXT:214 Fax: (954) 961-4760



DEPARTMENT COFFEE, LLC
 1855 SW 31 AVE
 PEMBROKE PK FL 33009

**ANNUAL BILLING
 STATEMENT**

ACCOUNT NO. 046100 **DATE** 4/1/2022

BUSINESS DESCRIPTION
 MANF/DIST-COLD BREW COFFEE/TEA

BUSINESS ADDRESS
 1855 SW 31 AVE

DATE	DESCRIPTION	AMOUNT
FY 2022	Penalty Fee / Late Charges	250.00
	- Mar 1-Penalty (Town Code 15-40c)	

ATTENTION!! IMPORTANT NOTICE: Payments recieved by the Town will first be applied to the oldest outstanding balances due, if any, on your accounts payable to the Town and then to current account balances due. All outstanding account balances due to the Town must be paid in full prior to receiving a Business Tax Receipt renewal.

PAY ALL FEES BY SEPT 30th	SUB-TOTAL	\$250.00
TO AVOID THE FOLLOWING PENALTIES!!(F.S. 205.053)		
Oct. 1st - 10% Nov. 1st - 15% Dec. 1st - 20% Jan. 1st - 25%		
PAST DUE AMOUNT STARTING ON OR AFTER MARCH 1st	PLEASE PAY	\$250.00
<u>an additional penalty of \$250.00 will be imposed (P.P. Code 15-40c)</u>		

Town of Pembroke Park

3150 SW 52nd Ave
Pembroke Park, FL, 33023
Phone (954) 966-4600
Fax (954) 966-5310



SALES RECEIPT

Town of Pembroke Park

3150 SW 52nd Ave
Pembroke Park FL, 33023
Phone (954) 966-4600 x211
Fax (954) 966-5310

Sold To

DEPARTMENT COFFEE

1855 SW 31 AVE
PEMBROKE PK, FL 33009
Phone 0000001225

Transaction #	Payment Method	Amount	Sale Date
24875	Money Order	\$416.49	4/1/2022 2:28:24 PM

Date Applied	Application #	Qty	Item	Total
4/1/2022	AP-91337	105.00	Business Tax - Deferred Billing	\$105.00
4/1/2022	AP-91337	52.50	Certificate Of Use - Deferred Billing	\$52.50
4/1/2022	AP-91337	200.00	Annual Fire Department Inspection	\$200.00
4/1/2022	AP-91337	25.75	Penalty Fee / Late Charges	\$25.75
4/1/2022	AP-91337	11.08	Penalty Fee / Late Charges	\$11.08
4/1/2022	AP-91337	11.13	Penalty Fee / Late Charges	\$11.13
4/1/2022	AP-91337	11.03	Penalty Fee / Late Charges	\$11.03
	Total			\$416.49

AGENDA ITEM REPORT



To: Commission
Subject: Purchase of vehicle for the Building Department.
Meeting: AGENDA WORKSHOP COMMISSION MEETING - April 27, 2022
Department: Building
Staff Contact: Miguel Nunez, Building Official

BACKGROUND INFORMATION:

At this time, I would like to request authorization from the commission to purchase a vehicle for the building department, under the Florida Department of Management Services, contract #25100000-21-STC. this proposed vehicle has not being budgeted for the FY21-22; however, the building department surplus could be used for this purchase.

FINANCIAL IMPACT:

Purchase not to exceed \$24,000.00. Attached is the quote.

RECOMMENDATION:

Approval of purchase

ATTACHMENTS:

[Building memo vehicle purchase](#)

[Building vehicle quote](#)

	Status:
Christian Noel, Accounts Payable	Approved - Apr 20 2022
Melissa Anderson, Town Attorney	Approved - Apr 20 2022
JC Jimenez, Town Manager	Approved - Apr 22 2022
Marlen Martell, Town Clerk	Approved - Apr 22 2022



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 • Fax 954-966-5310

MEMORANDUM NO.: 22-004

DATE: April 19, 2022

TO: Hon. Geoffrey Jacobs, Mayor
Hon. Ray Dieuville, Vice-Mayor
Hon. William Hodgkins, Clerk-Commissioner

FROM: Miguel A. Núñez, Building Official *MN*

RE: **VEHICLE PURCHASING FOR THE BUILDING DEPARTMENT**

At this time, I would like to request authorization from the commission to purchase a vehicle for the building department, under the Florida Department of Management Services, contract #25100000-21-STC. this proposed vehicle has not being budgeted for the FY21-22; however, the building department surplus could be used for this purchase. In addition, see below the chart comparison of the authorized vendors and attached quotes.

Proposed Vehicle: 2022 Ford Escape, Sport Utility Vehicle (2WD) – (Trim=TBD) or (AWD)

	Vendor	Program Cost (Base)	FOB
#1	Garber Ford, Inc.	\$21,944.00	Town Hall (90-120)
#2	Step One Automotive Group.	\$23,990.00 (AWD)	Town Hall (90-120)
#3	Tropical Ford, Inc.	\$TBD (N/A)	Town Hall (TBD)

Based in the above chart, the product availability, and the proposed delivery timeframe, we recommend the selected vendor be, Garber Ford, Inc. However, due the current environment (see emails attached) if the product is not available or delayed; we respectfully request that the Commission, allows the purchase of the above vehicle to a not to exceed purchase price of \$24,000.00

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: JC Jimenez, Town Manager
Marlen Martell, Town Clerk.
File.

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/pp documents/memos/2022/22-004.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/pp%20documents/memos/2022/22-004.docx)

FORD CRESTVIEW

FT WALTON BCH CDJR



STEP ONE AUTOMOTIVE GROUP
4060 FERDON BLVD
CRESTVIEW, FL 32536
ERIC JORE
GOVERNMENT SALES
CELL 407-234-5116
OFFICE 850-292-4580
E-MAIL
EJORE@STEPONEAUTO.COM

PROPOSAL

NAME	TOWN OF PEMBROKE PARK
EMAIL	
ATTN	
DATE	4-18-22

22 FORD ESCAPE S MODEL 4WD/AWD	23,990.00
1.5 4 CYL ECO BOOST ENGINE WITH 8 SPEED AUTO TRANS	
A/C AM FM RADIO, POWER WINDOWS AND LOCKS	
TOTAL UNIT PRICE	23,990.00
PER STATE CONTRACT 25-00000-21-STC	
DELIVERY 90-120 DAYS ARO	

PURCHASER ACKNOWLEDGES:
STEP ONE AUTOMOTIVE IS UNABLE TO GUARANTEE DELIVERY DATES DUE TO MANY FACTORS, NOT LIMITED TO
BUT INCLUDING: PRODUCTION SCHEDULES, WEATHER, AVAILABILITY OF RAIL CARS, ETC.

ALL PAYMENTS ARE DUE ON A NET 30 DAY BASIS UPON RECEIPT OF EACH VEHICLE AS INVOICED REGARDLESS
OF THE NUMBER OF VEHICLES ON THE PURCHASE ORDER.

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will
not be binding until this proposal is approved here in writing by an official of Step One Automotive. **Return of one copy of
this proposal and your purchase order number constitutes your official acceptance.**

Respectfully submitted,
Eric Jore
Government Sales

[illegible]

From: [Jeremy Swain](#)
To: [Lucie Manzerolle](#)
Cc: [Miguel Nunez](#)
Subject: Tropical Ford ~ Jeremy Swain
Date: Monday, April 18, 2022 4:32:10 PM

Good afternoon,

I can order this vehicle for you, or the closest that I have in stock is a Gray SE model that I can offer, but I can't offer any government pricing/incentives on it as it is a Retail piece.

Let me know if you want to order, or get pricing for the unit on the ground?

Regards,

Jeremy Swain
Fleet Manager
Ford Fleet Master Certified
Tropical Ford, Inc.
9900 S. Orange Blossom Trail
Orlando FL 32837
407-851-3800 Ext. 305
989-274-1060 (Cell)
worktrucks@tropicalford.com
[Tropical Ford Commercial Vehicle Center](#)

WARNING: This email originated from outside of the Town of Pembroke Park Organization. Do not click links/images or open attachments unless you recognize the sender and know the content is safe.

AGENDA ITEM REPORT



To: Town Commission
Subject: Replacement Pump for Master Lift Station #34
Meeting: AGENDA REGULAR COMMISSION MEETING - May 11, 2022
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

The Master Lift Station is a triplex pump wet well system where all the Town's sanitary sewage is collected and then pumped to the Hollywood Treatment Plant. Currently, the station is operating with two pumps of which one was rebuilt. As a result, the system is slowly becoming overstressed running with only two pumps. It is imperative that the third pump is replaced for an efficient, effective, and continuous pumping operation.

FINANCIAL IMPACT:

\$27,309.75 out of the SEWER funds

POLICY IMPLICATIONS:

Hydra Service is the Sole Source distributor of Sulzer Pumps in the Southeast. The pumps are manufactured in Ireland and have a long lead time for delivery.

RECOMMENDATION:

Commission Approval to proceed with procurement process

ATTACHMENTS:

[Sulzer Pump Replacement LS #34 Pump 2 47 HP - 211119-1LC](#)
[Memo Justi Sulzer Pump](#)

	Status:
Myriam Jacques, Interim Public Services Director	Approved - May 04 2022
Robert Clark, Public Services Director	Approved - May 05 2022
Christian Noel, Accounts Payable	Approved - May 05 2022
Melissa Anderson, Town Attorney	Approved - May 05 2022
JC Jimenez, Town Manager	Approved - May 05 2022
Marlen Martell, Town Clerk	Approved - May 05 2022



Hydra Service, Inc.
SPECIALIST IN FLUID MOVEMENT



250 Springview Commerce Drive
Debarry Florida 32713
Phone: 407 330 3456
Phone: 800 323 1731
Fax: 407 330 3404

Sales Representative Luis Casas

Contact Information

Cell Phone: 305-951-7286
Fax:

TO: **Town of Pembroke Park**

FROM: **Luis Casas**

ATTN: **Myriam Jacques, LEED AP**

EMAIL: luis@hydraservice.net

DATE: **November 19, 2021**

PHONE **305-893-6511**

QUOTE: **211119-1LC**

FAX:

REF: **Replacement Pump-LS 34 -SQ -23990**

EMAIL: Mjacques@townofpembrokepark.com

ENG FIRM:

- 1 [Sulzer/ABS XFP 100J-CH1-PE350/4](#) submersible pump, with [4"](#) discharge [47](#) HP, [460](#) volt, [60](#) Hertz, [3](#) phase, FLA [55.1](#), Impeller [329](#)mm, [with cooling jacket](#), with [49'](#) power cord. Duty Pt. 975 GPM @ 106' TDH -([Wet Pit](#))

Replacement for AFP 1002 ME 350/4 47 HP 460 V

5 Yr. Standard Warranty

Pump Weight- 1312 LBS

Rail bracket is NOT included

QUOTE VALID 30 DAYS. PRICES SUBJECT TO CHANGE DUE TO MARKET PRICING FLUCTUATIONS AND NEW TARIFFS ON RAW MATERIALS.

As of 11-19-21 none in stock allow 23-24 weeks delivery time

Note: No other components or options (other than the scope of supply listed above) are included.

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOWED [\\$27,309.75](#) PLUS ANY FEDERAL,
STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET 30 DAYS. PRICES ARE FIRM 30 DAYS
HYDRA SERVICE STANDARD TERMS AND CONDITIONS APPLY. PAYMENT TERMS ARE NET 30 DAYS.
ESTMTD DELIVERY: [23 or 24](#) WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE
APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.
THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER
IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS.

ACCEPTED DATE _____

Review Date: _____

NAME OF PURCHASER

REVIEWED BY HYDRA SERVICE PUMP REP.



Memorandum

TO: Finance Department
FROM: Public Services Department
DATE: Wednesday, May 4, 2022
RE: Justification for Sole Source Procurement of Sulzer Lift Station Pump Replacement

Background

Several lift stations throughout Town are equipped with Sulzer pumps to pump sewerage water to the master lift station. The sewage discharge is then pumped to the City of Hollywood wastewater treatment plant to remove contaminants from the sewage to produce an effluent that is suitable for discharge to the surrounding environment.

Justification

The lift stations consist of two pumps which must be compatible with the control panel which runs the pumps. The pumps are distributed by Hydra Service, Inc. located in DeBary, Florida with offices in Miami. As it is the sole distributor of Sulzer pumps for Florida and South Carolina, I recommend that Hydra Service, Inc. be approved as a Sole Source vendor to provide replacement pumps for all lift stations equipped with Sulzer Pumps.

Myriam Jacques
Deputy Public Services Director

AGENDA ITEM REPORT



To: Town Commission
Subject: MPO Surtax Project Approval - Carolina Street Capacity Increase
Meeting: 05 11 2022 DRAFT Agenda REGULAR COMMISSION MEETING - May 11 2022
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

Carolina Street and John P Lyons Lane are local Town roads intensely utilized by heavy trucks driving to and from the industrial warehouses in the area. These roads are full of potholes and are constantly being repaired. The Town would greatly benefit in increasing the capacity of Carolina Street by adding a center turning lane and correspondingly in changing Jon P Lyons Lane into a One-Way road. The project would include resurfacing of the roadway; adding sidewalks, speed humps, landscaping, and drainage, if necessary.

FINANCIAL IMPACT:

The Carolina Street Capacity Increase Project will be fully supported using Surtax funds from the Broward County Metropolitan Planning Organization

RECOMMENDATION:

Resolution from the Commission to authorize and support the application for funding of MPO Surtax Project: Carolina Street Capacity Increase

ATTACHMENTS:

[Resolution Supporting Surtax Project v1](#)

	Status:
Myriam Jacques, Interim Public Services Director	Approved - May 03 2022
Robert Clark, Public Services Director	Approved - May 04 2022
Christian Noel, Accounts Payable	Pending
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

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RESOLUTION 2022-xxx

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, SUPPORTING TOWN PROJECTS FOR SUBMITTAL TO THE BROWARD METROPOLITAN PLANNING ORGANIZATION FOR EVALUATION AND RANKING FOR TRANSPORTATION SURTAX FUNDING FOR FISCAL YEAR 2023; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 6, 2018, the citizens of Broward County approved by referendum the Transportation Surtax Program; and

WHEREAS, Broward County (the “County”), the Broward Metropolitan Planning Organization (the “MPO”), and other Broward municipalities (the “Municipalities”) entered into the Transportation System Surtax Interlocal Agreement (the “Surtax ILA”), which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds; and

WHEREAS, on September 12, 2019, the Surtax ILA was amended to provide for the MPO's evaluation and ranking of municipal capital projects and the County's evaluation and ranking of municipal rehabilitation and maintenance projects; and

WHEREAS, on March 19, 2021, the County, Municipalities, and MPO entered into the Second Amendment and Restatement of the Surtax ILA (the “Second Amendment”); and

WHEREAS, Town staff has recommended the submittal of the following project to the MPO for evaluation and ranking for Surtax funding in Fiscal Year 2023:

- ❖ **Carolina Street Capacity Increase**
 - **Adding Center / Turning Lanes**
 - **Changing John P. Lyons Lane into a One-Way Roadway**
 - **Adding Sidewalks, Speed Humps, Drainage, and Landscaping**

WHEREAS, a resolution from the Town Commission stating support for the Project is required to establish funding eligibility with Surtax dollars; and

34 **WHEREAS**, the Town commits to administer and deliver the Project under the terms of
35 the Second Amendment and the Broward County Code of Ordinances; and

36 **WHEREAS**, the Project will be constructed within the Town’s rights-of-way; and

37 **WHEREAS**, it is the responsibility of the Town to maintain and coordinate the
38 maintenance of the Project after its completion; and

39 **WHEREAS**, the Town Commission deems it to be in the best interests of the Town to
40 support the Project.

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

43 **Section 1. Recitals.** Each “WHEREAS” clause set forth is true and correct and
44 incorporated herein by this reference.

45 **Section 2. Project Supported.** The Town Commission supports the Project. The
46 Town will provide technical assistance when available and needed for the duration of the
47 Project.

48 **Section 3. Implementation.** The appropriate Town officials are authorized to do all
49 things necessary to carry out the aims of this Resolution.

50 **Section 4. Effective Date.** This resolution shall become effective immediately upon
51 its passage.

52 **PASSED AND ADOPTED** this 11th day of May, 2022.

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58

59 Attest:

60

61

62 _____
Town Clerk, Marlen D. Martell

63

64

Mayor Geoffrey Jacobs

APPROVED AS TO FORM:

Melissa P. Anderson, Town Attorney

65 (CORPORATE SEAL)

66

RESOLUTION NO. 2022-007

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, SUPPORTING TOWN PROJECTS FOR SUBMITTAL TO THE BROWARD METROPOLITAN PLANNING ORGANIZATION FOR EVALUATION AND RANKING FOR TRANSPORTATION SURTAX FUNDING FOR FISCAL YEAR 2023; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 6, 2018, the citizens of Broward County approved by referendum the Transportation Surtax Program; and

WHEREAS, Broward County (the “County”), the Broward Metropolitan Planning Organization (the “MPO”), and other Broward municipalities (the “Municipalities”) entered into the Transportation System Surtax Interlocal Agreement (the “Surtax ILA”), which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds; and

WHEREAS, on September 12, 2019, the Surtax ILA was amended to provide for the MPO's evaluation and ranking of municipal capital projects and the County's evaluation and ranking of municipal rehabilitation and maintenance projects; and

WHEREAS, on March 19, 2021, the County, Municipalities, and MPO entered into the Second Amendment and Restatement of the Surtax ILA (the “Second Amendment”); and

WHEREAS, Town staff has recommended the submittal of the following project to the MPO for evaluation and ranking for Surtax funding in Fiscal Year 2023:

Carolina Street Capacity Increase
Adding Center / Turning Lanes
Changing John P. Lyons Lane into a One-Way Roadway
Adding Sidewalks, Speed Humps, Drainage, and Landscaping

WHEREAS, a resolution from the Town Commission stating support for the Project is required to establish funding eligibility with Surtax dollars; and

WHEREAS, the Town commits to administer and deliver the Project under the terms of the Second Amendment and the Broward County Code of Ordinances; and

WHEREAS, the Project will be constructed within the Town’s rights-of-way; and

WHEREAS, it is the responsibility of the Town to maintain and coordinate the maintenance of the Project after its completion; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to support the Project.

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

Section 1. Recitals. Each “WHEREAS” clause set forth is true and correct and incorporated herein by this reference.

Section 2. Project Supported. The Town Commission supports the Project. The Town will provide technical assistance when available and needed for the duration of the Project.

Section 3. Implementation. The appropriate Town officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 4. Effective Date. This resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 11th day of May, 2022.

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

AGENDA ITEM REPORT



To: Town Commission
Subject: Renewal of Engineering Services Agreement with Calvin Giordano & Associates
Meeting: 05 11 2022 DRAFT Agenda REGULAR COMMISSION MEETING - May 11 2022
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

Calvin Giordano & Associates (CGA) Engineering Consultant Services Agreement has expired on April 13, 2022. CGA must renew its agreement with the Town for one (1) more year to continue its various engineering projects for the Town, such as the Police buildout project. The agreement will begin retroactively on April 13th.

FINANCIAL IMPACT:

Fee given upon request

RECOMMENDATION:

Seeking Commission Approval

ATTACHMENTS:

[Civil Engineering Agreement Renewal](#)
[PS CALVIN renewal 2022](#)

	Status:
Myriam Jacques, Interim Public Services Director	Approved - May 02 2022
Robert Clark, Public Services Director	Approved - May 03 2022
Christian Noel, Accounts Payable	Pending
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Grant Management &
Writing
Geographic Information
Systems (GIS)
Governmental Services
Indoor Air Quality (IAQ)
Landscape Architecture
Planning
Project Management
Redevelopment &
Urban Design
Surveying & Mapping
Transportation & Mobility
Transportation Planning
Water / Utilities Engineering
Website Development

Bayshore Executive Plaza
10800 Biscayne Boulevard
Suite 950
Miami, FL 33161
Tel: 786.485.5200
Fax: 786.1520

www.cgasolutions.com

DATE: April 22, 2022

CLIENT: Town of Pembroke Park
C/O Town Engineer
3150 SW 52nd Avenue
Pembroke Park, FL 33023

RE: Agreement for Civil Engineering Consultant Services

Dear Town Engineer:

Calvin, Giordano & Associates, Inc. (CGA) has enjoyed providing services to the town of Pembroke Park based on the aforementioned Agreement. Pursuant to Article 6 Term of Agreement; Time for Performance, CGA hereby wishes to extend the Agreement for one (1) additional year to begin retroactively on April 13, 2022. Terms, conditions, and compensation will remain the same.

Please indicate your agreement to the foregoing terms by signing and dating this letter in the space indicated below. We look forward to a continued working relationship with the Town.

Sincerely,

Chris Giordano
President

Town of Pembroke Park agrees to extend services for an additional year through
April 12, 2023

Print Name and Title

Signature

Date

FORT LAUDERDALE

MIAMI-DADE

WEST PALM BEACH

CLEARWATER / TAMPA

ESTERO

PORT ST. LUCIE

TOWN OF PEMBROKE PARK RENEWAL
WITH CALVIN GIORDANO

THE RENEWAL OF THE AGREEMENT by and between the Town of Pembroke Park ("Town"), a Florida municipal corporation, and Calvin, Giordano & Associates, Inc., a Florida corporation ("Vendor"), whose principal address is 1800 Eller Drive, Fort Lauderdale, FL 33316, is entered into on this 9th day of June, 2021.

WHEREAS, on April 11, 2018, the Town entered into an Agreement (the "Agreement") for Civil Engineering consultation services with Vendor which provided for a term of three years and two one year renewals; and

WHEREAS, the Town finds it is in the best interest of the Town to enter into a first renewal of the Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the sufficiency of which is acknowledged by both parties, Town and Vendor agree as follows:

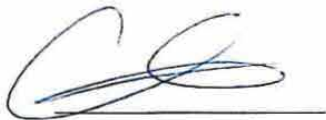
1. Renewal. The Agreement with Vendor shall be renewed for a one year period and shall expire on April 12, 2022.

2. Remaining Terms and Conditions. All other terms and conditions of the Agreement shall remain the same.

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

VENDOR

TOWN OF PEMBROKE PARK

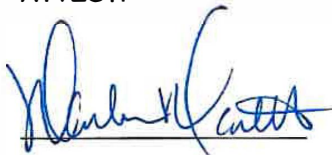


Name: *Chris Giordano*

Title: *President*

ATTEST:

Approved as to form and legal sufficiency



TOWN CLERK



MAYOR



TOWN ATTORNEY

TOWN OF PEMBROKE PARK RENEWAL
WITH CALVIN GIORDANO

THE RENEWAL OF THE AGREEMENT by and between the Town of Pembroke Park ("Town"), a Florida municipal corporation, and Calvin, Giordano & Associates, Inc., a Florida corporation ("Vendor"), whose principal address is 1800 Eller Drive, Fort Lauderdale, FL 33316, is entered into on this 11th day of May, 2022.

WHEREAS, on April 11, 2018, the Town entered into an Agreement (the "Agreement") for Civil Engineering consultation services with Vendor which provided for a term of three years and two one year renewals; and

WHEREAS, the Town finds it is in the best interest of the Town to enter into a final renewal of the Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the sufficiency of which is acknowledged by both parties, Town and Vendor agree as follows:

1. Renewal. The Agreement with Vendor shall be renewed for a one year period and shall expire on May 12, 2023.

2. Remaining Terms and Conditions. All other terms and conditions of the Agreement shall remain the same.

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

VENDOR

TOWN OF PEMBROKE PARK

Name:

MAYOR

Title:

ATTEST:

Approved as to form and legal sufficiency

TOWN CLERK

TOWN ATTORNEY

AGENDA ITEM REPORT



To: Town Commission
Subject: Engineering Study Sewer Master Plan
Meeting: 04 27 2022 DRAFT Agenda WORKSHOP COMMISSION MEETING - Apr 27 2022
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

The Town sewer master plan is over 20 years old and should be revised with updated and new sewer plans and projects.

FINANCIAL IMPACT:

\$150,000 - \$250,000

RECOMMENDATION:

Seeking Commission's Direction to solicit Consulting firms, and prepare request for qualification solicitation documents for an updated Sewer Master Plan

	Status:
Myriam Jacques, Interim Public Services Director	Approved - Apr 20 2022
Robert Clark, Public Services Director	Approved - Apr 21 2022
Christian Noel, Accounts Payable	Pending
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

AGENDA ITEM REPORT



To: Town Commission
Subject: Monument Signs Locations in the Preserve and Ryan Parks
Meeting: 05 11 2022 DRAFT Agenda REGULAR COMMISSION MEETING - May 11 2022
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

At the completion of each project, the Town must erect a sign stating the grant funding source, project name, and date. The sign must last and must be kept on site for at least 25 years. Two signs are needed to comply with awarded grants: one for the Broward County Grant that funded the Preserve Lighting Improvements and one for the FRDAP grant that funded the Ryan Trail and Picnic Facilities project.

FINANCIAL IMPACT:

\$2,954; \$1,477 for each sign

RECOMMENDATION:

Commission direction and selection for a location to erect monument signs at the Preserve and Ryan Parks

ATTACHMENTS:

[Monument Sign-Preserve](#)
[Monument Signs Locations](#)

	Status:
Christian Noel, Accounts Payable	Pending
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



P.O. BOX 81-3226 , HOLLYWOOD , FL. 33081

954-445-4917

Licensed & Insured
CC 88-4981 - SE - X

SUBMITTED TO <i>Murham</i>		PHONE	DATE <i>4/14/22</i>
ADDRESS <i>Town of Pembroke Park</i>		JOB NAME <i>Required Signage for</i>	
<i>3100 Sw 52nd Avenue</i>		JOB LOCATION <i>Pembroke Park Preserve Grants</i>	
<i>Pembroke Park, Florida</i>		DATE OF PLANS <i>33023</i>	JOB PHONE

We hereby submit specifications and estimates for:

(1) Aluminum (welded) Permanent Sign for Ford Forest Improvements at Ryan Park crediting the agencies that funded the project
Color - White with Green & Black copy
Size - 2'x3' with 5' Aluminum posts

(1) Aluminum (welded) Permanent Sign to satisfy Grant Requirements for lighting improvements to Raymond P. Oglesby Preserve and Ryan Park Walkways & Parking lots by Broward County

@ \$1477.00 each

Price: \$2954.00

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Twenty Nine Hundred Fifty Four - 00/100 dollars (\$ *2954.00*).

Payment to be made as follows:
On Completion of Work

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature *Paul Gallo*

Note: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____



Monument Locations to Satisfy the Broward County Grant





**Monument Locations to Satisfy the Broward
County Grant**





AGENDA ITEM REPORT



To: Town Commission
Subject: Ranking of CCNA Engineering Consultants, Selection, and Award Recommendation
Meeting: 05 11 2022 DRAFT Agenda REGULAR COMMISSION MEETING - May 11 2022
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

The Town solicited and received 11 proposals in response to the Request for Qualification RFQ22-03. The proposals were evaluated by an evaluation committee which gave a score to each predefined criteria. The scores for each firm were then tallied and ranked. The results are shown in the attached table.

FINANCIAL IMPACT:

The engineering fees will depend upon the desired and requested work

POLICY IMPLICATIONS:

The Town will have a pool of engineers available for its use when needed.

RECOMMENDATION:

Commission Approval of Selection, and Award Recommendation Based on Ranking Matrix. Staff recommends keeping the firms with scores between 100 and 90 to form the Town's pool of qualified engineers: (1) Keith, (2) Calvin Giordano, (2) Kimley-Horn, (4) Craven Thompson, (5) Craig A Smith, (6) Carnahan, Proctor & Cross. Firms with cores below 90 and ranking 7 to 11 since already vetted would be placed as qualified firms to do business with the Town.

ATTACHMENTS:

[RFP 22-03 Final Committee Evaluation](#)

	Status:
Myriam Jacques, Interim Public Services Director	Approved - May 05 2022
Robert Clark, Public Services Director	Approved - May 06 2022
Christian Noel, Accounts Payable	Approved - May 06 2022
Melissa Anderson, Town Attorney	Pending
JC Jimenez, Town Manager	None

Marlen Martell, Town Clerk

None

TTP Evaluation Committee Scores

Request for Qualification - RFQ 22-03 Civil Engineering Consultant Services Consultant's Competitive Negotiation Act (CCNA)



Page 3 of 4

Criteria #	The Evaluation Criteria	Grading Criteria (% points)	1	2	3	4	5	6
			Keith Engineering	Beta Jones Group	Calvin Giordano & Associates	Kimley-Horn	Connect Engineering	Carnahan, Proctor & Cross
			Weighted Average Grading (%)	Weighted Average Grading (%)	Weighted Average Grading (%)	Weighted Average Grading (%)	Weighted Average Grading (%)	Weighted Average Grading (%)
1	Qualifications of Firm: Years of experience, licenses, insurance, current and previous M/WBE participation efforts, other pertinent information	25	25	21	25	25	18	25
2	Qualification of Project Team: Personnel used for the project, project manager, Sub-Consultants, and joint ventures	25	25	22	25	25	24	23
3	Approach to Scope of Work:	25	25	21	24	24	22	21
4	Previous Similar Projects; Grant-Funded Projects; References:	25	25	21	25	25	20	21
TOTAL POINTS		100	100	85	99	99	84	90
RANK			1	8	2	2	9	6

RFP Due Date: 03/29/22

Evaluation Date: 04/26/22

TTP Evaluation Committee Scores

Request for Qualification - RFQ 22-03 Civil Engineering Consultant Services Consultant's Competitive Negotiation Act (CCNA)



Page 4 of 4

Criteria #	The Evaluation Criteria	Grading Criteria (% points)	7	8	9	10	11
			Engenuity Group	HBC Engineering	Craig A. Smith & Associates	Craven Thompson & Associates	HSQ Group
			Weighted Average Grading (%)	Weighted Average Grading (%)	Weighted Average Grading (%)	Weighted Average Grading (%)	Weighted Average Grading (%)
1	Qualifications of Firm: Years of experience, licenses, insurance, current and previous M/WBE participation efforts, other pertinent information	25	20	21	25	25	19
2	Qualification of Project Team: Personnel used for the project, project manager, Sub-Consultants, and joint ventures	25	20	25	25	23	21
3	Approach to Scope of Work:	25	19	20	20	24	17
4	Previous Similar Projects; Grant-Funded Projects; References:	25	25	21	25	25	20
TOTAL POINTS		100	84	87	95	97	77
RANK			9	7	5	4	11

RFP Due Date: 03/29/22

Evaluation Date: 04/26/22

AGENDA ITEM REPORT



To: Town Commission
Subject: Milling and Repaving of SW 32nd Street Between 52nd and 55th Avenue
Meeting: 05 11 2022 DRAFT Agenda REGULAR COMMISSION MEETING - May 11 2022
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

The asphalt on SW 32nd Street is disintegrating faster than it can maintained. The roadway must be milled and repaved. It has numerous unremitting potholes cracking in the same locations. These potholes are repaired monthly, and it seems a useless effort.

FINANCIAL IMPACT:

Not to Exceed \$30,000

RECOMMENDATION:

Commission approval to begin procurement process to replace the asphalt on SW 32nd Street.

ATTACHMENTS:

[Asphalt 32nd Street](#)

	Status:
Myriam Jacques, Interim Public Services Director	Approved - May 05 2022
Robert Clark, Public Services Director	Approved - May 06 2022
Christian Noel, Accounts Payable	Approved - May 06 2022
Melissa Anderson, Town Attorney	Pending
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



**SAE | SOUTHERN ASPHALT
ENGINEERING, INC.**
Your Partners in Asphalt Restoration & Maintenance.

1430 NW 108th Ave. Suite 200 Miami, FL. 33172
Ph: 305-667-8390 / Fax: 305-667-0396
Licensed & Insured Dade E981900 Broward 06-3B-12901X
www.southernasphaltengineering.com

3/18/2022

20220337

Town of Pembroke Parks
Attn: Robert Clark
T: 954 684.2039
E: rclark@tppfl.gov

SW 32nd Street between 52 and 55th Ave.
Pembroke Park
Asphalt milling and repaving
812 LF x 18.6 width of the road.

954-684-2039

rclark@tppfl.gov

We hereby submit specifications to furnish labor material & equipment for the following work as requested:

Robert,

Based on our onsite meeting this morning at SW 32nd Street between 52nd and 55th Ave., it has been noted that the asphalt pavement is worn down to about 1/4 of an inch. The base appears solid and level which helps in the preparation for repaving.

This proposal covers the flat mobilization rate for milling the entire roadway and asphalt repaving. We will pave half of the road at a time in order to allow for traffic to move within this area.

NOTE: MOT and compaction density test if required is NOT included.

Asphalt Milling of Existing Pavement Surface:

- 1- Milling of entire roadway to be repaved.
- 2- Removal & disposal of all milled material.
- 3- Supply and compact limerock as may be needed.
- 4- Cleaning of prepared milled surface using mechanical broom.

Asphalt Repaving:

- 1- Preparation of pavement area for asphalt paving.
- 2- Saw Cut and or milling, Removal & Disposal of a 2' perimeter around drain inlets, manhole covers and abutting edges to doors, sidewalks, walkways, etc.
- 3- Clean entire existing asphalt area to be overlaid using power air blowers and manual push brooms.
- 4- Application of SS-1h Tack Coat to promote adhesion between prepared surface and preceding asphalt surface.
- 5- Filling in and rolling of low-lying asphalt areas prior to asphalt overlay.
- 6- Pave prepared areas using asphalt plant hot mix (S-111) at +/-1-1/2" thickness.
- 7- Rolling and compaction of spread asphalt using a 4-5 ton vibratory roller.

-SAE will put forth maximum effort to eliminate or improve existing drainage of overlaid areas. No guarantee or drainage or standing water. Work proposed is dependent of existent contours, slopes, elevations, depressions and uneven pavement surfaces.

-SAE will not be held liable for water ponding when grading and or compaction of existing base was performed by others.

-Reflective cracking may appear in time thru newly paved surfaces.

- New Asphalt pavement requires 3 to six months to properly cure. During this period, new asphalt pavement will remain flexible enough to develop depressions and tire marks from both the vehicle traffic, motorcycle stands and high heeled shoes. This situation will be most noticeable on hot dry days and cannot be avoided but, the tracking marks will disappear in time.

-Vehicular traffic and dry grinding of vehicles upon freshly patched surfaces will cause tire marks on newly paved surfaces which will disappear in time.

-SAE will not be responsible for any damaged caused by any municipal or utility trucks causing damage to paved areas.

-SAE will not be responsible for any underground utilities such as irrigation lines buried utility service lines that are not properly set to required depths or closely adjoining areas of proposed work area and are to be re-located or removed by others prior to the commencement of work.

-It will be the property owner or association's property management company responsibility for properly informing tenants and or residents of intended work areas and the removal of such vehicles in such area.



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Ph: 305-667-8390 / Fax: 305-667-0396
Licensed & Insured Dade E981900 Broward 06-3B-12901X
www.southernasphaltengineering.com**

3/18/2022

20220337

Town of Pembroke Parks
Attn: Robert Clark
T: 954 684.2039
E: rclark@tppfl.gov

SW 32nd Street between 52 and 55th Ave.
Pembroke Park
Asphalt milling and repaving
812 LF x 18.6 width of the road.

954-684-2039

rclark@tppfl.gov

We hereby submit specifications to furnish labor material & equipment for the following work as requested:

No Sales Agent, or any other Employee of SAE Inc., customer or customer representative shall have the authority to waive or modify any terms and conditions of this agreement nor deviate from the specifications and terms set forth herein. No verbal representations expressed or implied can be relied on and will not supersede the terms and conditions of the written specifications set forth. Any change, alteration, or deviation from the specifications as set forth in the proposal, which involve additional charge or cost, will only be permitted upon written confirmation via Change Order which will be completed at an additional cost and payable upon execution thereof.

This proposal excludes the following unless otherwise stated in the proposal:

As-Built, Surveys, Architectural Drawings & Engineer Site Plans, Permits, Staking, Material Testing, Manhole/Catch Basin/Gate Valve adjustments or repairs, Sod Restoration & Landscaping vegetation removal, are not included. ID Badges, Biometrics, background checks, and special pay wages are not included. Should they be required it will be an added charge. Hiring party is responsible for blueprints, plans, engineering, layout, testing, bond requirements and as-built as may be required unless expressly stated.

SAE is not responsible for damage to irrigation systems when not properly marked by client. Customer will be notified when work is to be performed. It is the customers responsibility to make sure the irrigation systems are shut off as to not cause damage to the work performed. SAE will not be responsible for damage to underground utilities in areas of construction as applicable.

This proposal including all terms and conditions shall become a legally binding attachment to any contract entered into and between SAE and the financially responsible company for which the work is being performed. All provided terms will not to be excluded or superseded by any other contract or riders.

SAE recommends a Civil Engineer be retained for ADA upgrades Unless expressly noted within this agreement. SAE makes no claim to the local, state, or federal guidelines on ADA compliance of any or all ADA elements present within the property boundary.

All prices quoted are valid for 30 days from the date of this proposal. Due to price fluctuations on material costs this contractor reserves the right to withdraw the proposal at any time prior to the commencement of work

This proposal price is based on work being completed during the hours of 7AM & 6PM Monday thru Friday excluding holidays. Additional fees may apply if work is required to be completed at night or on weekends.

All work is performed weather permitting

WITH PAYMENTS TO BE MADE AS FOLLOWS: 100% Upon Completion TOTAL \$25,274.20



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Asphalt milling and repaving
812 LF x 18.6 width of the road.

954-684-2039

rclark@tppfl.gov

We hereby submit specifications to furnish labor material & equipment for the following work as requested:

Permit and procurement fees are not included; additional work required by such permit may be an additional charge aside from contract price. Permit Costs are due upon receiving Invoice for Permit Fees and Expediting Services of issued permits. Permit Costs and Fees are due immediately upon receipt.

Owner or Association management will provide 2 copies of site plans for permitting purposes. Provided surveys or site plans are to be up to date and matching existing conditions of pavement area.

NOTE: This Proposal may be withdrawn by us if not accepted within 30 Days.

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. A monthly service charge of 1-1/2% will be added if payment is not received under the terms of the contract.

Respectfully Submitted: Steven Zabelinsky / North Regional Account Manager/Project Estimator

Accepted by _____
Name Signature Title Date
PLEASE EMAIL ACCEPTED PROPOSAL TO CONTRACTS@SOUTHERNASPHALTENGINEERING.COM OR FAX TO (305) 667-0396

In any dispute, associated with this agreement between client and Southern Asphalt Engineering, the prevailing party shall be entitled to reasonable attorney's fees and costs. Venue shall be Dade County, Florida.

AGENDA ITEM REPORT



To: Town Commission
Subject: 48th Year CDBG - Preserve Playground Replacement
Meeting: AGENDA REGULAR COMMISSION MEETING - May 11, 2022
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

The entire 2-5 years old and 5-12 years old playground equipment and area has deteriorated and should be replaced. The proposed project would remove and dispose of the existing playground equipment and replace them with modernized models and will include the canopy and flooring (rubber chips or rubber poured-in-place)

FINANCIAL IMPACT:

Playground: \$109,578.72; CDBG: \$65,000; Town's obligation will be the difference: \$44,578.72

RECOMMENDATION:

Commission Approval, Support, and Resolution for 48th Year CDBG Application - Preserve Playground Replacement. The shovel ready available need to secure grant funding.

ATTACHMENTS:

[Playground Proposal -Option-Engineered Wood fiber](#)

	Status:
Myriam Jacques, Interim Public Services Director	Approved - May 06 2022
Robert Clark, Public Services Director	Approved - May 06 2022
Christian Noel, Accounts Payable	Pending
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



Playpalette: Spring Bloom

2/7/22

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



Playpalette: Spring Bloom

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

2/7/22



www.gametime.com

Raymond P. Oglesby Preserve Park 5-12 Area

Pembroke Park, FL



www.playdrp.com



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

02/07/2022
Quote #
103394-03-02

Raymond P. Olgesby Preserve Park ~ 5-12 Playground

Town of Pembroke Park
Attn: Miriam Jacques
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023-5499
Phone: 954-966-4600
mjacques@tppfl.gov

Ship to Zip 33023

Quantity	Part #	Description	Unit Price	Amount
1	Removal	5-Star Plus - Removal of Existing Playground Equipment- <i>Includes disposal</i>	\$1,925.00	\$1,925.00
1	Removal	GT-Impax - Removal of Existing PIP & Disposal- existing stone sub base to remain	\$2,375.00	\$2,375.00
1	Removal	GT-Impax - Removal & Disposal of existing stone sub base	\$4,180.00	\$4,180.00
1	RDU	GameTime - Custom PrimeTime System- ages 5-12 includes 14' square shade	\$36,716.00	\$36,716.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>	\$11,845.00	\$11,845.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2020 7th Ed Building Code Drawings	\$1,025.00	\$1,025.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. Includes two visits to the permit office, if additional time spent acquiring permits, final invoice to be adjusted. Site Plans are to be provided by the owner for the permit application.</i>	\$1,250.00	\$1,250.00
35	EWf-8	GT-Impax - Engineered Wood Fiber - 8" Compacted Depth- - ADA Compliant - IPEMA Certified - ASTM F1292 & F1951 Compliant approx 880 sf @ 8" compacted depth	\$41.40	\$1,449.00
1	Spread	GT-Impax - Spreading of Wood Fiber- <i>Wood Fiber will be delivered by large truck and dumped in staging area. Installer will use bob-cat or similar to move wood fiber into site, one load at time. Installer not responsible for sod or sidewalks from staging area to job site.</i>	\$595.00	\$595.00
			Sub Total	\$61,360.00
			Discount	(\$8,989.88)
			Material Surcharge	\$5,094.34
			Freight	\$3,764.71
			Total	\$61,229.17

Comments

Site access for construction equipment and staging area must be provided by owner.

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
For questions or to order please call - 800-432-0162 ext. 101 ginaw@gametime.com





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02/07/2022
Quote #
103394-03-02

Raymond P. Olgesby Preserve Park ~ 5-12 Playground

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are usually needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **120 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. The permit process can not begin until the site plans are available. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced seperately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an indepedent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

ORDER INFORMATION

Bill To: _____ Ship To: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)





GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

02/07/2022
Quote #
103394-03-02

Raymond P. Olgesby Preserve Park ~ 5-12 Playground

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$61,229.17**





Playpalette: Spring Bloom

2/7/22

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

Raymond P. Oglesby Preserve Park 2-5 Area

Pembroke Park, FL



www.playdrp.com



Playpalette: Spring Bloom

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions. 2/7/22



www.gametime.com

Raymond P. Oglesby Preserve Park 2-5 Area

Pembroke Park, FL



www.playdrp.com



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P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

02/07/2022
Quote #
103394-01-02

Raymond P. Olgesby Preserve Park ~ 2-5 Playground

Town of Pembroke Park
Attn: Miriam Jacques
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023-5499
Phone: 954-966-4600
mjacques@tppfl.gov

Ship to Zip 33023

Quantity	Part #	Description	Unit Price	Amount
1	Removal	5-Star Plus - Removal of Existing Playground Equipment- <i>Includes disposal</i>	\$1,650.00	\$1,650.00
1	Removal	GT-Impax - Removal of Existing PIP & Disposal- existing stone sub base to remain	\$1,890.00	\$1,890.00
1	Removal	GT-Impax - Removal & Disposal of Existing Stone subbase	\$3,325.00	\$3,325.00
1	RDU	GameTime - Custom PrimeTime System- includes 14' square shade ages 2-5	\$27,203.00	\$27,203.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>	\$9,075.00	\$9,075.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2020 7th Ed Building Code Drawings	\$1,025.00	\$1,025.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. Includes two visits to the permit office, if additional time spent acquiring permits, final invoice to be adjusted. Site Plans are to be provided by the owner for the permit application.</i>	\$1,250.00	\$1,250.00
30	EWf-8	GT-Impax - Engineered Wood Fiber - 8" Compacted Depth- - ADA Compliant - IPEMA Certified - ASTM F1292 & F1951 Compliant approx 700 sf @ 8" compacted depth	\$41.40	\$1,242.00
1	Spread	GT-Impax - Spreading of Wood Fiber- <i>Wood Fiber will be delivered by large truck and dumped in staging area. Installer will use bob-cat or similar to move wood fiber into site, one load at time. Installer not responsible for sod or sidewalks from staging area to job site.</i>	\$510.00	\$510.00
			Sub Total	\$47,170.00
			Discount	(\$6,263.55)
			Material Surcharge	\$3,774.42
			Freight	\$3,608.68
			Total	\$48,289.55

Comments

Site access for construction equipment and staging area must be provided by owner.

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
For questions or to order please call - 800-432-0162 ext. 101 ginaw@gametime.com





GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

02/07/2022
Quote #
103394-01-02

Raymond P. Olgesby Preserve Park ~ 2-5 Playground

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are usually needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **120 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. The permit process can not begin until the site plans are available. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced seperately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an indepedent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

ORDER INFORMATION

Bill To: _____ Ship To: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)





GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

02/07/2022
Quote #
103394-01-02

Raymond P. Olgesby Preserve Park ~ 2-5 Playground

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$48,289.55**







CONSULTING SERVICES
FOR
**TOWN OF
PEMBROOK
PARK, FL**



AIJ PARTNERS, LLC
3785 NW 82ND AVE, STE 317
Miami, FL 33166

Roberto J Abreu-Iglesias, CFE
Partner

Phone: 786-375-0854

bobby@aijpartners.com

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April 27, 2022

Juan Carlos Jimenez, Town Manager
Town of Pembroke Park, Florida
3150 SW 52 Avenue
Pembroke Park, FL 33023

Dear Town Manager:

AIJ Partners, LLC (AIJ) looks forward to the opportunity of providing the Town of Pembroke Park with outsourced Finance Director services.

As industry leaders, we have witnessed firsthand, the complexity of maintaining operational effectiveness while constantly striving to meet the public's expectation of performance. We have seen organizational leaders and executives assume several responsibilities due to lack of capacity and/or staff shortages within the organization. This in-turn creates inefficiencies in execution of many process activities such as accounting, financial management, and organizational process flow management. The efficient management of these processes are the key to the continued success of any organization.

AIJ offer systems and processes that maximize the efficiency of the operations, that will increase productivity and profitability of any organization. This will also allow leaders and executives to delegate support processes to specialists and concentrate on key business activities that provide value to their mission.

For this proposal, AIJ has partnered with Caballero Fierman Llerena & Garcia, LLP (CFLG). CFLG currently serves as primary external auditor for 16 municipalities, 17 governmental pension plans, and 4 special purpose governments throughout Miami -Dade, Broward, and Palm Beach Counties. Our governmental services team has provided audit and consulting services for a wide range of clients with diverse scopes and complexity. As with any proposal that we respond to individually, we have reviewed our capabilities and can assure you, we have the resources to deliver the exceptional client services that both AIJ and CFLG are known for.

By working with our team, the Town will improve the performance of processes, as well as reduce cost structure, that in turn will create efficiencies.

We truly appreciate the opportunity to provide our services to the Town and look forward to working with the Town and its personnel. Should you have any questions, please call me at (786) 375-0854 or send me an e-mail to: bobby@aijpartners.com

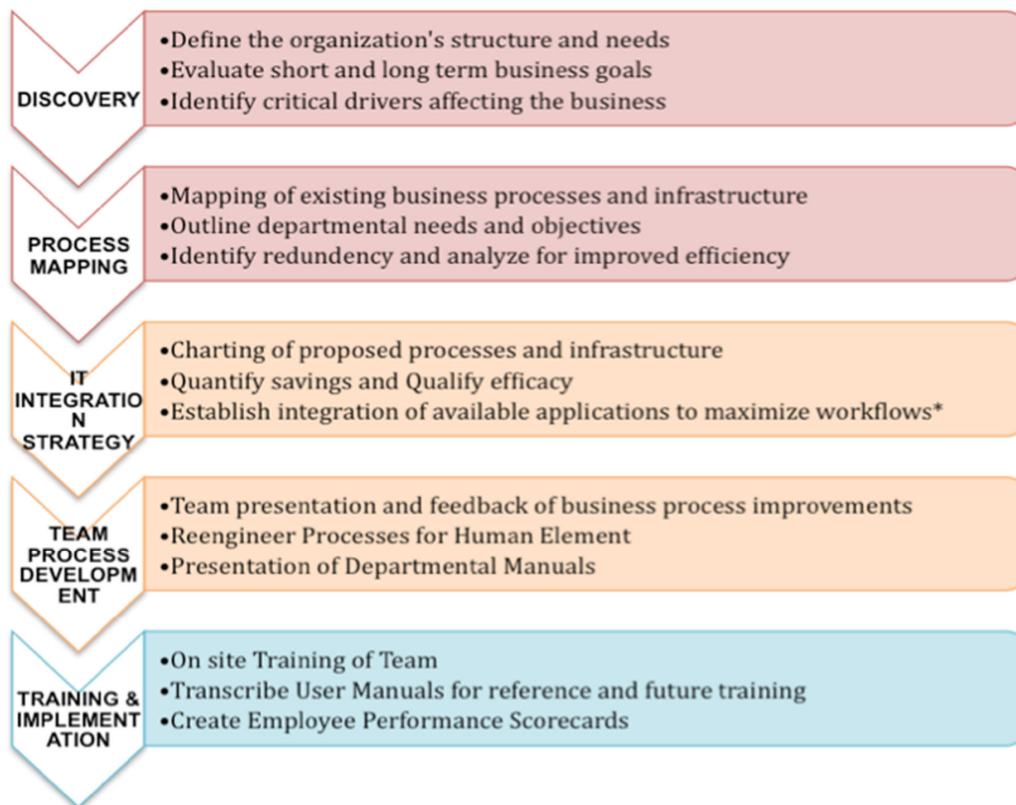
Respectfully Submitted,

Roberto J Abreu-Iglesias, CFE
Partner

SCOPE OF SERVICES

Finance Department Assessment and Development Planning

- Conduct the Finance Department assessment and development planning, including initial assessment and recommendations.
- Assistance in developing specific quantifiable financial performance measures to assist the organization in monitoring progress toward the goals and objectives. During this process, we will conduct the following five - phase assessment that will include other departments within the organization that may have an impact in the performance of the Finance Department.



We will document the results of the first step of our engagement in our Assessment Report. During our meetings, we will provide a status report on performance measurements. The results of our engagement and our report(s) related to our performance measurement services are intended for internal use only and should not be used for any other purpose. Management must obtain our approval before disseminating the results of our engagement to any third parties.

The above process will allow us to gain an understanding of the key accounting policies, principles, and procedures being followed, recordkeeping methods and data maintenance, file structures and file contents, and timeliness of reporting and reporting mechanisms. If recommendations for changes are noted, as they pertain to safeguarding of assets, weaknesses in internal controls, or efficiency and effectiveness of the accounting staff, they will be discussed with management. We will assist with implementation of proposed changes as directed by management. This work will be done on an ongoing basis.

ESSENTIAL DUTIES AND RESPONSIBILITIES - OUTSOURCED FINANCE DIRECTOR SERVICES

The Firm will be expected to perform the following duties:

1. Plan, supervise and coordinate the Town's fiscal and accounting activities including financial accounting and reporting; internal controls; internal auditing; management of financial software systems; payroll processing; assist with the administration of the Town's business license function; billing and collection of locally administered taxes and fees.
2. Establish selection criteria, interview, select, train, evaluate and supervise all Town professional, para-professional, and clerical fiscal and accounting staff.
3. Prepare or supervise preparation of the Town's annual financial report(s); oversee annual independent audit; and interface with independent auditor(s).
4. Prepare or coordinate the Town's annual budget; prepare related presentations and budget documents; and provide quarterly or periodic financial updates.
5. Develop or assist in the development of financial studies, plans, forecasts, estimates, and finance-related ordinances and resolutions. Gather, interpret, and prepare data for studies, reports, and recommendations.
6. As requested, the Firm will advise and consult with the Town Treasurer on accounting and financial matters relative to their offices. The Finance Director is not staff to the Town Treasurer but works closely with and assists the Town Treasurer.

SPECIAL PROJECTS

During our engagement, under the written authorization of management, we can assist with various projects out of scope of our services. These can include, but are not limited to, cash management, other tax issues, personnel procedures, review of insurance coverage, computer/software installation (for which a separate engagement letter will be issued), financing arrangements, training of accounting personnel, liaison with vendors and customers or other professionals engaged by the company, and assistance with development of operating budgets and forecasts.

INDEMNITY

In performing our engagement, we will be relying on the accuracy and reliability of information provided by Town personnel. The procedures we perform in our engagement will be heavily influenced by the representations that we receive from the Town's personnel. Accordingly, false representations could cause inappropriate or inaccurate performance measurements to be developed or could cause material errors to go undetected. To the extent we are acting on behalf of the Town and at the direction of its management, the Town agrees to indemnify AIJ Partners, LLC for any damages that may result from our good faith actions.

RELATIONSHIP OF THE PARTIES

The parties intended that an independent contractor relationship will be created by this letter. Neither AIJ nor any of its personnel or agents is to be considered an employee or agent of the Town and the personnel and agents of AIJ are not entitled to any of the benefits that the Town provides for the Town employees. The Town acknowledges and agrees that AIJ's engagement shall not constitute an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of AICPA, or other state or national professional or regulatory body.

NO THIRD-PARTY BENEFICIARY

The Town acknowledges that all advice (oral or written) provided by AIJ to the Town in connection with this engagement is intended solely for the benefit and use of the Town (limited to its Town Commission and Management) in considering matters to which this engagement relates. The Town agrees that no such advice shall be used for any other purpose other than accomplishing the tasks referred to herein without AIJ's prior approval (which shall not be unreasonably withheld), except as required by law.

CONFLICTS OF INTEREST

AIJ is not currently aware of any relationship that would create a conflict of interest with the Town. However, it is possible that AIJ may render services to, or have a business relationship with, other entities or people that may have a relationship with the Town, including creditors. The Town acknowledges that AIJ will not be prevented by virtue of providing the services under this Agreement from providing services to other entities or individuals, including entities or individuals whose interests may be in competition or conflict with the Town's, provided AIJ makes appropriate arrangements to ensure that the confidentiality of information is maintained.

FEES

Statements for services will be sent monthly and are payable upon receipt. The current billing rate for our services is \$150.00 per hour, capped at \$4,000 per month.

Fees do not include out-of-pocket expenses advanced on behalf of the company, such as personal vehicle usage, computer charges, telephone calls, postage, photocopying, etc.; these will be billed separately.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

MISCELLANEOUS

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT

We appreciate the opportunity to be of service to you and believe this letter correctly expresses the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to me. This letter will continue in effect until canceled by either party.

Sincerely,



Roberto J. Abreu-Iglesias, CFE

AIJ Partners, LLC

4/27/2022 _____

Date

Accepted & Approved:

Juan Carlos Jimenez, Town Manager

Town of Pembroke Park

Date

ROBERTO J. ABREU-IGLESIAS, CFE

Partner
Phone: 786-375-0854
bobby@aijpartners.com

AIJ PARTNERS, LLC
3785 NW 82ND AVE, STE 317
Miami, FL 33146

Roberto J. Abreu-Iglesias, CFE is a Partner in the Consulting Division. With more than 16 years of experience, Roberto is unique in his approach to providing practical and immediate solutions for complex situations.

AREAS OF EXPERTISE

Project Management
Outsourced CFO Services
Business Process Improvement
I.T Environment System Assessment and Implementation
Strategic Management Services
Operational Assessment & Performance Measure Implementation
and Monitoring
Management & Sustainability Consulting Engagements
Internal Control Review and Implementation
Financial Audits
Federal Single Audits
Sarbanes Oxley Compliance
Tax Consulting
Litigation Support
Transaction Services



KEY INDUSTRIES

Local Governments
Not-for-Profit Organizations
Country Clubs
Employee Benefit Plans
Manufacturing Corporations
Retail Corporations
Construction Companies
Import/Export Corporations
Natural Gas & Energy Providers

EDUCATION

B.B.A in Accounting
Universidad Politecnica
de Puerto Rico

PROFESSIONAL AFFILIATIONS

American Institute of Certified
Public Accountants (AICPA)
Florida Institute of Certified
Public Accountants (FICPA)
Association of Certified Fraud
Examiners (ACFE)



ENRIQUE LLERENA, CPA ENGAGEMENT PARTNER

Caballero Fierman Llerena & Garcia, LLP
8950 SW 74th Court, Suite 1210 | Miami, FL 33156
(305) 680-5132 | ellerena@cflgcpa.com

As the proposed engagement partner, I understand the scope of work, commit to exceeding expectations, and commit to performing the work in the time period specified.



EDUCATION

Master of Accounting,
Florida International University

Bachelor of Science, Accounting,
Florida International University

CONTINUING PROFESSIONAL EDUCATION

Total CPE hours for the last three years is 126, of which 98 meet the Yellow Book (GAS) requirements. CFLG affirms that Enrique has properly maintained CPE in governmental accounting as required by the Board of Accountancy.

GOVERNMENTAL AND NOT FOR PROFIT CLIENTS

City of North Miami
City of North Miami Beach
Broward County
City of Florida City
City of Homestead - including Homestead Electric Utilities
City of Hialeah
City of Hialeah Gardens
City of Palm Beach Gardens
City of Sunrise
Town of Cutler Bay
Indian Creek Village
Village of Key Biscayne
City of Plantation
City of Dania Beach
Children's Services Council of Broward County
Town of Bay Harbor Islands
City of Hallandale Beach
City of West Palm Beach
Hispanic Unity of Florida, Inc.
Broward Center of Performing Arts
Harmony Development Center, Inc.
The Sundari Foundation, Inc.
The Lotus Endowment Fund, Inc.
Miami Bethany Community Services, Inc.
The Herald Charities, Inc.
City of Hialeah Education Academy, Inc.
Greater Miami Youth Symphony of Miami-Dade County, Inc.
City of Homestead Police Officers' Retirement Plan
City of Lauderhill General Employees Retirement Plan
Miami-Dade Water & Sewer Department

PROFESSIONAL AND BUSINESS AFFILIATIONS

American Institute of Certified Public Accountants (AICPA)
Florida Institute of Certified Public Accountants (FICPA)
Government Finance Officers Association (GFOA)
GFOA Special Review Committee, *Active Member*
Miami-Dade, Broward and Palm Beach Counties Leagues of Cities
South Florida Government Finance Officers Association (SFGFOA), *Associate Member*
Florida Government Finance Officers Association (FGFOA)
Cuban-American Certified Public Accountants Association Inc., *Past Director*

CFLG CABALLERO FIERMAN
LLERENA + GARCIA LLP
accountants | advisors

AGENDA ITEM REPORT



To:

Subject: Upgrade for Cloud Security

Meeting: AGENDA REGULAR COMMISSION MEETING - May 11, 2022

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This purchase meets the procurement code requirements as exempt from competitive bidding because it is a purchase from a State Contract GSA #GS-35F-0511T This is a budgeted item.

FINANCIAL IMPACT:

The cost is \$4,904.20 for a term of 31 months for the data inspection module for our cloud security.

RECOMMENDATION:

Approve purchase

ATTACHMENTS:

[CSPi Quote 0320-19748 \(Data Inspector\) GSA](#)

	Status:
Christian Noel, Accounts Payable	Approved - May 10 2022
Melissa Anderson, Town Attorney	Approved - May 11 2022
JC Jimenez, Town Manager	Approved - May 11 2022
Marlen Martell, Town Clerk	Approved - May 11 2022

**Modcomp, Inc.****DBA CSPI Technology Solutions**

1182 East Newport Center Drive

Deerfield Beach FL 33442

Phone: (800) 940-1111 Ph/Ext: 954-571-4626

Quote**0320-19748****Date: 05/10/2022****Customer****Town Of Pembroke Park****Customer Purchase Order:****Representative: Bob Palmisano**
(bob.palmisano@cspi.com)**Project Name: Data Inspector****End User Registration Details:****FOB:**

Name: Mark Pakula

Phone:

Email:

Billing Address**Shipping Address****Contact:****Contact: Mark Pakula**

3150 SW 52ND AVE.

3150 SW 52ND AVE.

PEMBROKE PARK FL 33023

PEMBROKE PARK FL 33023

Phone: (000) 000-0000

Phone: (000) 000-0000

County:

County:

Terms: NET 30**Items**

No.	Qty	Item No.	Description	Unit Price	Ext. Price
1	1	DI-USER-1M	Data Inspector, 70 Users, 31 Months SN# 1298729	\$4,904.20	\$4,904.20
2	1	GSA	GSA #GS-35F-0511T Comments: Pricing based off GSA Discounting	\$0.00	\$0.00
				Sub Total:	\$4,904.20
				Shipping:	\$0.00
				Tax:	\$0.00
				Total:	\$4,904.20

Partial orders and quotes over 30 days from issuance are subject to price change.

CSPI Technology Solutions is your single source for IT Solutions. We are an authorized partner for Juniper, Cisco, Dell/EMC, Palo Alto, HPE/Aruba, VMware, Nutanix, Microsoft, Citrix, Fortinet and many more.

MODCOMP, Inc. DBA CSPI Technology Solutions is an affirmative action/equal opportunity employer.

All sales are subject to CSPI terms and conditions unless specifically stated otherwise on the quote or if Customer has executed a separate Purchase agreement with CSPI, then the terms of that agreement shall govern.

http://www.cspi.com/wp-content/uploads/2016/07/CSPiTS_modcomp_TC.pdf

AGENDA ITEM REPORT



To:

Subject: Upgrade for Cloud Security

Meeting: AGENDA REGULAR COMMISSION MEETING - May 11, 2022

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This purchase meets the procurement code requirements as exempt from competitive bidding because it is a purchase from a State Contract GSA #GS-35F-0511T This is a budgeted item.

FINANCIAL IMPACT:

The cost is \$4,904.20 for a term of 31 months for the data inspection module for our cloud security.

RECOMMENDATION:

Approve purchase

ATTACHMENTS:

[CSPi Quote 0320-19748 \(Data Inspector\) GSA](#)



Modcomp, Inc.

DBA CSPI Technology Solutions

1182 East Newport Center Drive

Deerfield Beach FL 33442

Phone: (800) 940-1111 Ph/Ext: 954-571-4626

Quote

0320-19748

Date: 05/10/2022

Customer

Town Of Pembroke Park

Customer Purchase Order:

Representative: Bob Palmisano
(bob.palmisano@cspi.com)

Project Name: Data Inspector

End User Registration Details:

FOB:

Name: Mark Pakula

Phone:

Email:

Billing Address

Shipping Address

Contact:

Contact: Mark Pakula

3150 SW 52ND AVE.

3150 SW 52ND AVE.

PEMBROKE PARK FL 33023

PEMBROKE PARK FL 33023

Phone: (000) 000-0000

Phone: (000) 000-0000

County:

County:

Terms: NET 30

Items

No.	Qty	Item No.	Description	Unit Price	Ext. Price
1	1	DI-USER-1M	Data Inspector, 70 Users, 31 Months SN# 1298729	\$4,904.20	\$4,904.20
2	1	GSA	GSA #GS-35F-0511T Comments: Pricing based off GSA Discounting	\$0.00	\$0.00
				Sub Total:	\$4,904.20
				Shipping:	\$0.00
				Tax:	\$0.00
				Total:	\$4,904.20

Partial orders and quotes over 30 days from issuance are subject to price change.

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MODCOMP, Inc. DBA CSPI Technology Solutions is an affirmative action/equal opportunity employer.

All sales are subject to CSPI terms and conditions unless specifically stated otherwise on the quote or if Customer has executed a separate Purchase agreement with CSPI, then the terms of that agreement shall govern.

http://www.cspi.com/wp-content/uploads/2016/07/CSPiTS_modcomp_TC.pdf

AGENDA ITEM REPORT



To:

Subject: BSO Sixth Amendment to Agreement

Meeting:

Department: Legal

Staff Contact: Melissa Anderson, Town Attorney

BACKGROUND INFORMATION:

Due to a longer than anticipated transition period from BSO to the Town's Police Department, the Agreement with Broward Sheriff's Office needs to be extended to the end of the 2022 fiscal year.

POLICY IMPLICATIONS:

obligates the Town to use BSO until the end of the fiscal year.

RECOMMENDATION:

Staff recommends commission approval

ATTACHMENTS:

[BSO SIXTH AMEND 2022](#)

SIXTH AMENDMENT TO THE AGREEMENT BETWEEN
THE SHERIFF OF BROWARD COUNTY, FLORIDA
AND
THE TOWN OF PEMBROKE PARK FOR LAW ENFORCEMENT AND FIRE RESCUE
SERVICES

This is a SIXTH AMENDMENT to the Agreement between the SHERIFF OF BROWARD COUNTY, FLORIDA (hereinafter referred to as "BSO") and the TOWN OF PEMBROKE PARK (hereinafter referred to as "TOWN") for the delivery of law enforcement and fire rescue services by BSO to the TOWN.

W I T N E S S E T H:

WHEREAS, on or about November 20, 2007, the parties entered into an agreement for the BSO to provide law enforcement, emergency medical, fire protection and fire prevention services to the TOWN;

WHEREAS, on or about March 10, 2009, the parties entered into a First Amendment to provide one (1) additional Sergeant to the District staffing structure as set forth in Section 3.2 of the Agreement;

WHEREAS, on or about February 24, 2011, the parties entered into a Second Amendment to amend the consideration to provide for equal sharing of the budgeted costs for the District between the TOWN and the City of West Park; and

WHEREAS, on or about July 23, 2012, the parties entered into a Third Amendment to revise the staffing levels; and

WHEREAS, on or about March 2, 2015, the parties entered into a Fourth Amendment to extend the term of the Agreement to allow for negotiations on a new Agreement; and

WHEREAS, on or about January 11, 2018, the parties entered into a Fifth Amendment to adjust the consideration for a two year period and agreed to negotiate and enter into a new agreement in a timely manner; and

WHEREAS the Agreement, First Amendment, Second Amendment, Third Amendment Fourth Amendment and Fifth Amendment to the Agreement are hereinafter collectively referred to as the Agreement; and

WHEREAS, the Parties are desirous of setting an end date to the Agreement due to the pending creation of the Pembroke Park Police Department; and

THEREFORE, in consideration of the mutual terms and conditions contained herein, BSO and TOWN agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. Pursuant to Article 26, the parties previously entered the transition phase from BSO to the Town police department. The transition period was scheduled to end during the middle of the current fiscal year. The parties have agreed to extend the transition phase to the end of this current fiscal year, terminating on September 30, 2022.
3. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties execute this Sixth Amendment on the date(s) set forth below:

THE TOWN OF PEMBROKE PARK

By: _____
GEOFFREY JACOBS, MAYOR

Date: _____

JC JIMINEZ, TOWN MANAGER

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

MELISSA P. ANDERSON
TOWN ATTORNEY

SIXTH AMENDMENT TO THE AGREEMENT BETWEEN THE SHERIFF OF BROWARD COUNTY, FLORIDA AND THE TOWN OF PEMBROKE PARK FOR LAW ENFORCEMENT AND FIRE RESCUE SERVICES

IN WITNESS WHEREOF, the parties execute this Sixth Amendment on the date(s) set forth below:

SHERIFF OF BROWARD COUNTY

By: _____
GREGORY TONY, SHERIFF

Date: _____

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

By: _____
TERRENCE O. LYNCH, GENERAL COUNSEL

Lee\Contracts\Pembroke Park – Sixth Amendment 3-15-22