



AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, October 13, 2021
Council 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. Proclaiming the Month of October as Breast Cancer Month - Mayor and Commission	7
Proclamation Breast Cancer Awareness Month (003)	
5.2. Lobbyist Reports - Lobbyist Sigerson, Town Manager Jimenez	8 - 76
Lobby Capital Hill July Rpts	
Lobby CASGS Jul Rpt	
Lobby DC June-July 2021	
Lobby Helmich Jul Report 08-20-21	
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
7. CONSENT AGENDA	
7.1. Approval of Minutes - Town Clerk Martell	77 - 99
09 08 2021 Regular Commission Meeting	
09 13 2021 1st Budget Hearing	
09 22 2021 Workshop Commission Meeting	
09 23 2021 2nd Budget Hearing	
09 23 2021 Emergency Commission Meeting	
09 08 2021 Regular Commission Meeting	
09 13 2021 1st Budget Hearing	
09 22 2021 Workshop Commission Meeting	
09 23 2021 2nd Budget Hearing	
09 23 2021 Emergency Commission Meeting	
7.2. Bills Over \$500 - Finance Director Taubenfeld	100 - 102
Approve Bills for payment	
Agenda Item Report - AIR-21-196 - Pdf	
Finance Bills Over \$500 October 13th 2021 Commission Meeting	

- | | | |
|-------|---|-----------|
| 7.3. | Waiver Request - Winged Nutrition, LLC - BTR/Billing Administrator Grooms | 103 - 106 |
| | <p>Recommend waiving the penalty fee.</p> <p>Waiver Request - Winged Nutrition, LLC - Pdf</p> | |
| 7.4. | GIS Contract for InterDev - IT Director Pakula | 107 - 114 |
| | <p>Approval of Contract for Phase one of the GIS project.</p> <p>Agenda Item Report - AIR-21-203 - Pdf</p> | |
| 7.5. | Backup system For Police and Town - Interim Police Chief Howard, IT Director Pakula | 115 - 116 |
| | <p>Approve purchase of backup system</p> <p>Agenda Item Report - AIR-21-180 - Pdf</p> | |
| 7.6. | MOU - Juvenile Arrest 12 and under - Interim Chief of Police Howard | 117 - 121 |
| | <p>Staff Recommends entering into this MOU regarding transportation of Minors to the Juvenile Assessment Center under the age of 12 years old. Pembroke Park has already signed the MOU for the entirety of the program.</p> <p>Agenda Item Report - AIR-21-195 - Pdf</p> | |
| 7.7. | CARFAX for POLICE - Interim Chief of Police Howard | 122 - 128 |
| | <p>Staff recommends the use of CarFax for Police to assist with traffic crash investigation and auto theft. There is no cost to the city.</p> <p>Agenda Item Report - AIR-21-190 - Pdf</p> | |
| 7.8. | RFP for Towing Service - Interim Chief of Police Howard | 129 - 208 |
| | <p>Staff recommends renegotiating our current contract with Max Towing and if unable to put the Towing Contract out for RFP.</p> <p>Agenda Item Report - AIR-21-201 - Pdf</p> | |
| 7.9. | As-Needed Planning Services -- Michael Miller Planning Associates, Inc. - Town Planner Siegel | 209 - 225 |
| | <p>Approve the Agreement for Professional Services with Michael Miller Planning Associates, Inc.</p> <p>Agenda Item Report - AIR-21-213 - Pdf</p> | |
| 7.10. | Computers for the Police department - Interim Police Chief Howard | 226 - 242 |
| | <p>Approve purchase</p> <p>Agenda Item Report - AIR-21-223 - Pdf</p> | |

8. RESOLUTIONS

- 8.1. Recurring Bills - Fiscal 2022 - Finance Director Taubenfeld 243 - 246

RESOLUTION NO. 2021-055

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE PAYMENT OF CERTAIN SERVICES, MATERIALS AND SUPPLIES WHICH ARE PROCURED ON A REGULAR OR RECURRING BASIS FOR THE FISCAL YEAR 2021-2022;** PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Finance is requesting Commission approval for certain vendors who bill monthly, quarterly or annually who exceed the required procurement amount for approval . This will help streamline and expedite the payment process.

[2021-055 Budget Recurring Monthly Expenses](#)

[Finance - Recurring Mnthly Expense](#)

- 8.2. Appointments of Commissioner titles - Mayor Jacobs

RESOLUTION NO. 2021-038

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA **APPOINTING A MAYOR, A VICE-MAYOR AND OTHER COMMISSIONER APPOINTMENTS SET FORTH IN THE TOWN CHARTER; SUPERSEDING CONFLICTING RESOLUTIONS;** AND PROVIDING AN EFFECTIVE DATE.

9. ORDINANCES - SECOND READING

- 9.1. Solid Waste Collection - Town Attorney Anderson 247 - 253

ORDINANCE 2021-005

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **REVISING CHAPTER 11, ARTICLE IV, DIVISION 4 “SOLID WASTE COLLECTION” OF THE TOWN’S CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY;** PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Approve revisions to Chapter 11, Article IV, Division 4 “Solid Waste Collection”

[Agenda Item Report - AIR-21-107 - Pdf](#)

[2021-005 solid waste collection ord](#)

- 9.2. Procurement Code Ordinance - Town Attorney Anderson 254 - 281
ORDINANCE NO. 2021-006
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING ARTICLE V "PROCUREMENT" BY DELETING THE EXISTING ARTICLE IN ITS ENTIRETY AND REPLACING IT WITH THE NEW ARTICLE V "PROCUREMENT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.
- Recommend the Commission approve the Procurement Code Ordinance
- [Agenda Item Report - AIR-21-106 - Pdf](#)
[2021-006 REVISED Procurement Ordinance 10 13 2021](#)
[2021-006 Exhibit procurement strikethrough](#)
10. NEW BUSINESS
- 10.1. USDA Rural Development Bond update - Finance Director Taubenfeld 282 - 284
- Seek alternate financing or payoff balance of note
- [Agenda Item Report - AIR-21-197 - Pdf](#)
- 10.2. Request for Blanket Purchase Order - \$25,000 for Continuous Sewer Maintenance Services - Public Services Director Clark 285 - 287
RESOLUTION NO. 2021-056
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING FUNDS FOR AN EMERGENCY PROCUREMENT PURSUANT TO SECTION 2-16 OF THE TOWN CODE**; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
- Request for Commission approval and resolution for the blanket purchase order to be used for sewer lift stations and force main repairs and maintenance services.
- [2021-056 Emergency Purchases](#)
[Agenda Item Report - AIR-21-219 - Pdf](#)
- 10.3. Pump Replacement for Lift Station #1 - Public Services Director Clark 288 - 292
- Request for approval of sole source procurement of a Sulzer pump to replace 1 of 2 pumps that has reached the end of its life cycle after 7 years.
- [Agenda Item Report - AIR-21-218 - Pdf](#)
- 10.4. Town Flag - Public Services Director Clark 293 - 295
[1223 001](#)

10.5.	Additional Radios for Police Department - Interim Police Chief Howard	296 - 299
	Approve Radios Agenda Item Report - AIR-21-217 - Pdf	
10.6.	Additional Adobe Licensing - IT Director Pakula	300 - 301
	Approve Licensing Agenda Item Report - AIR-21-206 - Pdf	
10.7.	First Annual Music Fall Festival - Events Coordinator Brown	302 - 303
	Changing event from Fall Festival to an Annual Music festival in the Fall Agenda Item Report - AIR-21-214 - Pdf 10 29 2021 FALL MUSIC FESTIVAL	
10.8.	Florida League of Cities Legislative Conference in Orlando, November 3 - 5, 2021 - Mayor Jacobs	
10.9.	2022 Broward Days will be held on January 18 & 19, 2022 - All commissioners are encouraged to attend plus one Town staff - Mayor Jacobs, Town Manager Jimenez Mayor BROWARD-DAYS-2022-Save-the-date-Flyer-1	304
10.10.	90th Winter Meeting for Mayors in Washington DC, January 19-21, 2022 - Mayor Jacobs	
10.11.	90th Annual Meeting in Reno, Nevada on June 3-6th, 2022 - Mayor Jacobs	
10.12.	Florida Municipal Clerk's Conference, October 17 thru 22, in Daytona, Florida - Town Clerk Martell	
11.	OLD BUSINESS	
11.1.	Hire Miguel Nunez as full-time Building Official - Mayor Jacobs, HR Consultant Menegazzo HR Miguel Nunez Building Official MEMO HR Chief Building Official Job Description	305 - 310
12.	DISCUSSION	
12.1.	Change the date of the December 7, 2021, Regular Commission Meeting - Mayor Jacobs	
12.2.	Personnel Matters - Town Engineer- HR Consultant Menegazzo HR TE agenda request HR TE Recommendation	311 - 312
13.	ATTORNEY REPORTS	
14.	TOWN MANAGER REPORTS	
15.	COMMISSION REPORTS	

- 15.1. Commissioner Hodgkins
Clerk Commissioner Dieuveille
Mayor Jacobs

16. ANNOUNCEMENTS

- 16.1. Special Magistrate, Wednesday, October 20, 2021 at 9:00 AM
Planning & Zoning Board Meeting, Thursday, October 21, 2021 at 6:00 PM
Charter Review Committee, Monday, October 25, 2021 at 6:00 PM
Workshop Committee Meeting, Wednesday, October 27, 2021 at 6:00 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.



TOWN OF PEMBROKE PARK

PROCLAMATION

NATIONAL BREAST CANCER AWARENESS MONTH, 2021

WHEREAS: *October 2021, the Town of Pembroke Park stands with the courageous women and men who have been diagnosed with breast cancer and honor those who have lost their battle to this terrible disease.*

WHEREAS: *As the second most common cancer affecting women, an estimated 1 in 8 women will develop breast cancer over the course of their lifetime and 281,550 women will be diagnosed with breast cancer in the United States in 2021; and*

WHEREAS: *As we observe National Breast Cancer Awareness Month, we are united in our community supporting the end to breast cancer and empathizing the lives of all those affected by this illness; and*

WHEREAS: *We applaud the advocates, medical professionals, researchers, and caregivers who dedicate their lives to making progress toward cures.*

AND *This month, we stand in solidarity with breast cancer survivors across the country delivering hope to patients everywhere.*

NOW, THEREFORE WE, *Mayor Geoffrey Jacobs, Clerk Commissioner Reynold Dieuville and Commissioner William R. Hodgkins by virtue of the authority vested by the Town of Pembroke Park do hereby proclaim the month of October as*

NATIONAL BREAST CANCER AWARENESS MONTH

Dated this 13th day of October, 2021.

Geoffrey Jacobs Mayor

Reynold Dieuville Clerk Commissioner

William R. Hodgkins Commissioner

CAPITAL HILLS CONSULTANTS

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M E M O R A N D U M

DATE: Aug 15, 2021

TO: The Mayor, Vice Mayor and Commissioners

FROM: David K. Sigerson, Jr., Esq. for Capital Hills Consultants
And the Governmental Consulting Team

SUBJECT: Regular Monthly Report for July, 2021

This report covers the Activities of the Town's Lobby & Consultant Team primarily for the Month of July, 2021, but includes part of August as well. It provides a summary of each team member's activities and their attached reports. In addition, the Report contains final list of Municipal Bills of Interest updated with final actions on these bills passed by the Legislature and acted upon by the Governor.

CHC – David Sigerson Activities:

Activities and Meetings. During the month of July, although I continue to review legislation that passed during the 2021 Legislative Session, I begin to focus more on bills that moved through the committee process but didn't pass, as these bills will most likely be refiled for the upcoming Legislative Session.

Dee Carper, Connie Vanassche and I continue to discuss grant opportunities, especially in the areas of law enforcement assistance and storm water and septic to sewer. We all continued to work with Town staff on various grant ideas towards developing a list of the Town's needs in anticipation of the availability of funding from various grant opportunities that we anticipate will be coming on line, e.g., the American Rescue Act allocation.

In addition, I conferred with Connie Vanassche as she worked with the Town's staff to prepare and submit the Town's Septic to Sewer Improvement Program grant application to the Florida Department of Environmental Regulation water quality grant program, funded with more than a billion dollars by the Legislature and which we identified as source for grant funding. Ms. Vanassche worked with the staff to complete the grant application which was submitted on July 13th to the FDEP grant portal. Ms. Vanassche reports that there are 400 other applications to those programs.

I am conferring with team members and watching closely to see how the Legislative leadership reacts to the increase in Covid-19 cases as a result of the Delta variant in terms of what it could mean for public access to the Capital for the Interim Committee meetings starting in September and the months following. So far, there has been no indication that there will be any significant restrictions.

Team members and I monitored the Town Commission meeting on July 6th and were available to make presentations or answer questions regarding the Legislative Session and/or the various grant programs referred to

above. In addition, I attended the July 16th meeting of Land Use and Growth Management Policy Committee of the Florida League of Cities in Orlando – see detailed account of that meeting below.

I have updated the “Bills of Interest” list, with the final list of bills that were sent to the Governor for his action; a short explanation of each bill is included below.

Legislation on Annexation: – Annexation of Property

At the recent meeting of the Land Use and Growth Management Policy Committee of the Florida League of Cities I attended on July 16, 2021, the annexation issue was chosen as the Policy Position of the committee. It missed being the Priority Position of the committee by one vote. So, as you can plainly see, the issue continues to be one of importance to Florida League of Cities. As such, The lobby team and I are assessing and discussing our strategy with respect to annexation legislation in view of this fact and the fact that we had been unsuccessful in attempting to recruit a sponsor for our legislation last Session. My plan is to reach out to more of our friends and supporters in the FLC statewide to search for a suitable sponsor.

Pembroke Park Legislative Program.

We will be presenting a Legislative Program for 2021-2 to Town sometime in early September. I am in the process of discussing some proposals with other team members and will be seeking input from senior staff.

I expect to follow the general framework that we have employed for a number of years. That is to say a legislative program that consists of three elements: First, legislation that impacts municipalities in general; Second, legislation affecting the Town in particular (for example: mobile home legislation that would force local governments to pay mobile home relocation costs) or legislation that relates to our long-term strategy to protect and preserve the Town (e.g. annexation); and, Third, Legislative Budget Requests (LBRs) - as developed from the priority project list as recommended by staff and approved by the Commission.

During the 2021 Legislative Session, the LBR priority list that was approved during the December 2020 Commission meeting and submitted to our House and Senate sponsors: Rep. Woodson and Sen. Jones, consisted of:

1. Septic to Sewer Improvements - SW 30 Avenue
2. John P. Lyons Lane Stormwater Pumping Station
3. Community Garden Solar Safety Lighting – funded.
4. Police Department Startup.

The following contains a list of Municipal Bills of Interest - bills that passed both the House and Senate or were bills that moved all the way through the committee process, but didn't pass both houses of the legislature before the Session ended. I have also reviewed dozens of other bills that I determined were not going anywhere this last Session, but could resurface during the 2022 Session. Each bill has a brief description. If you have questions about a bill or just wish to know more about the impact of a particular bill, please contact me and I will provide you with additional information. Please also note, that this is by no means a complete list.

2021 BILLS OF INTEREST AFFECTING LOCAL GOVERNMENT

HB 1 by Rep. Fernandez-Barquin/SB 484 by Sen. Burgess – Combating Public Disorder: addresses various civil disorder issues: obstructing traffic, defunding police, municipal failure to protect law enforcement officers, assault and battery on a person or police officer in furtherance of a riot, damaging a memorial, etc.

HB 1 passed and was signed into law: Ch. 2021-6, Laws Of Florida (LOF).

HB 35 by Rep Fine/SB 402 by Sen Rodrigues - Legal Notice: Provides for website publication of legal notices, requires government agency to provide specified notice to residents concerning alternative methods of receiving legal notices.

HB 35 approved by the Governor: Ch. 2021-17, LOF.

SB 50 by Sen. Gruters/HB 15 by Reps Clemens, LaMarca – Sales and Use Tax: Expands tax to “remote sales” which include sales by means of the internet or other means of communications from outside the state for delivery inside the state.

SB 50 approved by the Governor: Ch. 2021-2, LOF

SB 60 by Sen Bradley/HB 883 by Rep Overdorf – County & Municipal Code Enforcement: Prohibits city or county code enforcement based upon anonymous complaint.

SB passed House and Senate, signed by Governor, Ch. 2021-167, LOF

SB 64 by Sen Albritton/HB 263 by Rep Maggard – Reclaimed Water: Requiring certain wastewater utilities to submit a plan for eliminating “nonbeneficial” surface water discharge to DEP by certain date; providing that potable reuse is an alternative water supply eligible for certain alt-water supply funding, etc.

SB passed House and Senate, signed by Governor, Ch. 2021-168, LOF

SB 266 by Perry/HB 403 by Rep Giallomabardo - Home-based Businesses: Specifying conditions under which a business is considered a home-based business; providing requirements for home-based businesses; authorizing a home-based business to operate in a residential zone under certain circumstances; specifying that home-based businesses are subject to certain business taxes; prohibiting a local government from taking certain actions or enforcing ordinances or rules relating to home-based businesses that would treat the home-based business differently from any other residence or business within the jurisdiction, etc. Comment: HB is less restrictive of home-based business than the SB.

SB LOT, ref to HB 403; HB 403 passed the House and Senate, signed by Governor, Ch. 2021-202, LOF

Also see CS/HB 663 passed by both houses and signed by the Governor, Ch. 2021-211, LOF. HB 663 preempts regulation of the so-called “cottage food” industry to the state; increases gross sales limitation for exemption from certain food and building regulations, etc.

SB 268 by Sen Perry/HB 735 by Rep Harding – Preemption of Local Occupational licensing: Preempting licensing of occupations to the state; prohibiting local governments from imposing additional licensing requirements or modifying licensing unless specified conditions are met; specifying that certain specialty contractors are not required to register with the Construction Industry Licensing Board; authorizing counties and municipalities to issue certain journeyman licenses, etc.

SB LOT, ref to HB 735, which passed both chambers; signed by Governor, Ch. 2021-214, LOF.

S B 284 by Sen Perry/H55 by Rep McClain– Bldg Design: Prohibits local governments from adopting zoning and development regulations that require specific building design elements for single or two-family dwellings, except when: The dwelling is a historic property or a contributing property to a historic district; or The regulations are adopted in order to implement the National Flood Insurance Program; The regulations are adopted pursuant to and meet the building construction standards in ch. 553, F.S.; The dwelling is located in a community redevelopment area; or The dwelling is located in a pre-existing planned unit development or master planned community.

SB died in Rules, HB died in Sen Rules.

SB 302 by Sen Taddeo/HB 637 by Rep Tant – Small Business Saturday Sales Tax Holiday: Defines small business and provides Saturday sales tax holiday for small businesses.

SB died in Approp., HB died in Ways & Means.

SB 334 by Sen Gruters/HB 239 by Rep Altman – Regulation of Smoking in Public Places: Authorizes local governments to restrict smoking in public places, beaches and parks; prohibits smoking in State Parks.

SB died in Rules, HB died in Envrnmt., Ag & Flooding SubCom.

SB 378 by Sen Bradley/HB 585 by Rep DiCeglie – Payment for Construction Services: criminalizes wrongfully withholding payment for construction services on public project, increases interest rate for late payments, etc.

SB passed by House and Senate; signed by Governor, Ch. 2021-124, LOF.

SB 400 by Sen Rodrigues/HB 913 by Rep McClure – Public Records: Prohibits agency from filing action for declaratory relief in response to a request for a public record.

SB passed by Senate and House, signed by Governor, Ch. 2021-173, LOF.

SB 496 by Sen Perry/HB 59 by Rep McLean – Growth Management: requiring local governments to include a property rights element in their comprehensive plans; providing that the consent of certain property owners is not required for development agreement changes under certain circumstances, etc.

SB LOT, see HB 59; HB passed by House and Senate; signed by Governor, Ch. 2021-195, LOF.

SB 522 by Sen Diaz/HB 219 by Rep Fischer—Vacation Rentals: Requiring advertising platforms to collect and remit taxes for certain transactions; revising an exemption to the prohibition against certain local regulation of vacation rentals; preempting the regulation of advertising platforms to the state; etc.

SB died in Rules; HB died in H. Ways & Means.

SB 750 by Gruters/HB 337 (Similar) by Rep DiCeglie – Impact Fees: Requiring local governments and special districts to credit against the collection of impact fees any contribution related to public facilities; providing limitations on impact fee increases; providing for retroactive operation; requiring specified entities to submit an affidavit attesting that impact fees were appropriately collected and expended; requiring school districts to report specified information regarding impact fees, etc.

SB LOT, refer to HB 337, approved by Governor, Ch. 2021-63, LOF.

HB 853 by Rep Sirois/no SB – Local Gov. Ethics Reform: requires elected officials of municipalities with more than \$10 Million in revenue for 3 years in a row, to file full financial disclosure (CE Form 6), conflicts of interest to be disclosed prior to matter being discussed, etc.

HB passed the House, died in Senate Rules.

SB 970 by Sen Hooper/HB 313 - Firefighters' Bill of Rights: Expanding the rights of firefighters to include informal inquiries; prohibiting firefighters from being threatened with transfer, dismissal, or disciplinary action during an interrogation, etc.

SB died in Governmental Oversight and Accountability, HB passed the House, died in Sen. Rules.

SB 1146 by Brodeur/CS/HB 401 by – Florida Building Code: Florida Building Code; Prohibiting the Department of Health from requiring that pools serving assisted living facilities be compliant with rules relating to swimming pool lifeguards; authorizing a substantially affected person to file a petition with the Florida Building Commission to review certain local government regulations, laws, ordinances, policies, amendments, or land use or zoning provisions; prohibiting a local government from requiring certain contracts for the application for or issuance of a building permit, etc.

SB LOT, refer to CS/CS/HB 401 - passed House & Senate, signed by Governor, Ch. 2021-201, LOF.

SB 1382 by Sen Perry/HB 667 by Rep Mooney – Building Inspections: Requiring that certain counties allow requests for inspections to be submitted electronically; requiring that local enforcement agencies allow requests for inspections to be submitted electronically; authorizing enforcement agencies to perform virtual inspections, etc.

SB LOT, refer to CS/CS/HB 667, HB passed House and Senate; Signed by Governor, Ch. 2021-212, LOF.

CS/CS/SB 1274 by Sen Perry/HB 487 by Duggan and Hardy – Growth Management: Providing an exception to a prohibition against legal entities and their members exercising the power of eminent domain over or acquiring title to certain facilities or property; authorizing landowners with development orders existing before the incorporation of a municipality to elect to abandon such orders and develop the vested density and intensity contained therein under specified conditions; revising the required acreage thresholds under which a small scale development amendment may be adopted, etc.

SB LOT, see HB 487, HB passed House and Senate; signed by Governor, Ch. 2021-206, LOF.

CS/SB 1788 by Sen Boyd/HB 1059 by Rep Robinson - Construction Permits: Revising the requirements for when a county may request certain information; authorizing all components of a completed application to be submitted electronically or in person; requiring a local enforcement agency to reduce a building permit fee by a specified percentage for failing to meet certain deadlines; requiring a local government or a local building department, respectively, to reduce a building permit fee or master building permit fee, as applicable, by a specified percentage for failing to meet certain deadlines, etc.

SB LOT, refer to CS/CS/HB 1059 which passed both houses, signed by Governor, Ch. 2021-224, LOF.

CS/SB 1876 by Sen Albritton/HB 421 by Rep Tuck - Relief from Burdens on Real Property Rights: Relief from Burdens on Real Property Rights; Revising the definitions of the terms “action of a governmental entity” and “real property”; revising notice of claim requirements for property owners; authorizing property owners to bring actions to declare prohibited exactions invalid; revising the definition of the terms “land” or “real property”, etc.

SB LOT, see CS/CS/HBs 421 & 1101* – passed House & Senate; signed by Governor, Ch. 2021-203, LOF.

- HBs 421 and 1101 were combined into one bill by the CS for the CS.

SB 1884 by Sen Rodrigues/HB 1409 Rep Byrd – Preemption of Firearms and Ammunition Regulation: Providing that written or unwritten policies are subject to provisions allowing for recovery of damages if such policies violate specified provisions (State preemption of firearms regulation); providing that a plaintiff challenging a local government regulation concerning firearms is considered a prevailing plaintiff for certain purposes in specified circumstances, etc.

SB passed, approved by the Governor, Ch. 2021-15, LOF.

SB 1924 by Sen Diaz/HB 945 by Rep Rommel - Emergency Management Powers of Political Subdivisions: Specifying that a political subdivision has the burden of proving the proper exercise of its police power in the issuance of certain emergency orders; authorizing the Governor or the Legislature to invalidate emergency measures issued by a political subdivision under specified conditions; providing for the automatic expiration of emergency orders issued by a political subdivision; authorizing the extension of such orders if certain conditions are met; prohibiting a political subdivision from issuing a subsequent order for the same emergency that is substantially similar to the expired order, etc.

SB died in Rules Cmte, HB died in H. State Affairs Cmte.

SB 2500 by Appropriations/HB 5001 (Similar) by House Appropriations – The General Appropriations Act (GAA).

The House & Senate passed their respective bills, a Budget Conference Committee was convened and a final was agreed to by Monday April 26th, the budget was voted upon on the last day of the Session, Friday, April 30th and passed by both chambers of the Legislature.

SB 2500 was approved by the Governor subject to his exercise of his line-item veto power (approx. \$1.5 Billion in vetoed projects and items including our \$50,000 Safety Lighting Project), Ch. 2021-36, LOF.

SB 2512 by Approp/HB 5401 by Rep Tomkow – Documentary Stamp Tax Distribution:

Requires that 1/3 of the Doc Stamp Tax be spent on affordable housing, 1/3 on resiliency, 1/3 on septic to sewer conversions.

SB is part of the package of budget bills that were passed on Friday, April 30th; Ch. 2021-39, LOF.

HB 7047 by Rep Leek/SB 2006 by Burgess – Emergency Management:

Revises & creates emergency management provisions relating to transfer & expenditure of moneys in Emergency Preparedness & Response Fund; state comprehensive emergency management plan; statewide awareness & education programs; personal protection equipment; contracts with providers for care of persons with disabilities or limitations; duration of emergency orders & rules issued by Governor; agency disaster preparedness plans; agency & political subdivision spending plans; significant emergency orders; emergency mitigation studies; DOH public health emergency plan; collection & reporting & publication of information by State Health Officer; & functions of district medical examiners.

HB LOT, see SB 2006, passed by House and Sen., signed by Governor, Ch. 2021-8, LOF.

Note: see compare bills: SB 1924 and HB 945.

HB 7051 by Rep Duran* - Law Enforcement and Correctional Officer Practices:

Requires application for employment or appointment as law enforcement or correctional officer to contain specified disclosures; requires background investigation of applicant to include specified information; requires employing agencies to maintain employment information for minimum period; requires establishment of standards for officer training & policies concerning use of force; requires law enforcement agencies to establish policies for specified use of force investigations; requires investigation to include an independent report; requires report to be submitted to state attorney; requires law enforcement agencies to submit specified data to FDLE; prohibits child younger than certain age from being arrested, charged, or adjudicated delinquent for delinquent act or violation of law.

HB passed by House & Senate, signed by Governor, Ch. 2021-241, LOF.

* Although there was no recognized Senate companion bill, this HB combined and subsumed parts of various other House and Senate Law Enforcement reform bills that were filed for the 2021 Session.

Annexation/De-annexation – West Park:

Again, nothing new in this area. I continue to be in contact with the Legislative Delegation Office periodically to get a heads up on what to expect, if anything, to happen this summer or fall.

During July, the South Florida political scene continues to focus on the resurgence of Covid-19 cases due to the Delta variant and what will happen when schools open next month. In addition, Senator Thurston and Reps Dubose and Hardy (Palm Beach County), as well as, County Commissioners Holness and Sharief, are fully engaged in campaigning for the District 20 Special Congressional election: primary set for November 2nd and the general election to occur January 11th (coincidentally, the first day of the Legislative Session). All five elected officials have officially resigned to run. Three of these resignations are significant to the Town: Commission Sharief is Pembroke Park's County Commissioner and Sen. Thurston and Rep. Dubose are Broward legislators.

I regularly update all of the other team members and consult with them concerning what we need to do going forward to protect the Town from the ongoing potential threat of a hostile annexation effort.

As we continue to find ourselves in a defensive position, we must be continuously vigilant. This is why our attempts to pass annexation legislation that provides some protection to the Town was and is deemed to be so very important.

Important Meeting Dates:

Broward Legislative Delegation: It was recently announced that the Broward Legislative Delegation will meet on August 25th at 6:30pm for its organizational meeting. The meeting will be held at the Port Everglades Administrative Bldg, 1850 Eller Drive, Ft. Lauderdale. At this meeting the Delegation will elect its Chair and Vice Chair.

The Legislative Delegation Office announced its public hearing schedule as follows:

October 6, 10a-12n:	Legis Del. – School Board Workshop
12:30-2:30p:	Public Hearing, Local Bill (LB) 1 st Reading
October 26, 10:30a-12:30p:	Public Hearing, LB 2 nd Reading (vote to adopt)
November 9, 4p-6p:	Public Hearing

State Legislative: Interim Committee Meeting Weeks:

September 20 – 24
October 11 – 15
October 18 – 22
November 1 – 5
November 15 – 19
November 29 – December 3

Important Session Dates

December 3rd: Deadline for submitting bill drafting requests for General bills and Joint Resolutions, including requests for companion bills (but not local bills)

January 7th: Deadline for approving final drafts of bills

January 11th, Noon: The 2022 Legislative Session commences

March 11th, 60th day (last day of the Regular Legislative Session)

Fla League of Cities June 11, 2021, 10am – 3pm, Policy Committee Meetings – Hyatt Regency Orlando Airport
July 16, 2021, 10am – 3pm, Policy Committee Meetings – Hyatt Regency Orlando Airport
August 12 – 14, 2021 FLC Annual Conference – Orlando World Center Marriot
November 3-5, 2021 FLC Legislative Policy Conference – Embassy Suites Lake Buena Vista South

Lobbyist team members reported:

Tidewater - Richard Coates:

Mr. Richard Coates reports that he and his office continue to confer with me and other team members on our annexation and plan for the next legislative session. Also, Mr. Coates continues to monitor any legislative or executive branch activities at the Capital that could be helpful or that might be harmful to the Town.

Tidewater regularly reports on various industry, agency, commission, committee and personnel assignment changes; reporting, among these, the appointment of Rep Ramon Alexander to the Joint Legislative Budget Commission – which can make important or necessary budget decisions during the course of a fiscal year generally in emergency situations – and Dawn Pigott to be Budget Chief of the very important (for water projects) House Agriculture and Natural Resources Appropriations Subcommittee.

The full Tidewater report for is attached.

Helmich Consulting - Bill Helmich:

Mr. Bill Helmich and I discussed some ideas for seeking sponsorship for our annexation issue in light of the FLC make it a Policy Position (which can be described as an issue of both great interest and support) at the July

meeting of the Land Use and Growth Management Policy Committee, which gives us the continued support from the League of Cities.

Mr. Helmich maintains contact with high level Governor's staff members on our issues, especially the annexation issue. Bill Helmich monitors other Legislative and Executive branch activities at the Capital through his various staff contacts and maintains relationships with the House and Senate leadership teams on both sides of the aisle. We monitor and discuss state and local political developments that could impact the Town of Pembroke Park.

Mr. Helmich's report is attached.

CAS Government Services, LLC - Dale Milita

Ms. Connie Vanassche reports that she worked with Town staff in submitting the Florida Department of Environmental Protection (FDEP) Water Protection Grant application (30th Ave Septic to Sewer Improvement project) on July 13, 2021. This was the grant program that resulted from the one billion dollars in 2021 legislative appropriations that we identified as potential source of funding for the one of the Town's priority budget requests. She reports that as there are some 400 other applications, competition for these grants will be stiff.

In addition, she continued working closely with me and Ms. Wood-Carper assisting town staff on grant programs during July, including federal Dept. of Justice (DOJ) Community Oriented Police Services (COPS) Law Enforcement Assistance grant opportunities.

As she usually does, she made herself available to provide information to the staff or commission during the commission meeting held in July. The CAS report includes a copy of the FY 2021-22 Fiscal Analysis in Brief.

The CAS Report is attached.

DC Strategies - Desinda Wood-Carper

Ms. Wood-Carper continues to research grant opportunities in areas of need identified by the Town's Commission or Senior Staff. Specifically, she monitored the Dept. of Economic Opportunity and the Florida Housing Finance Corporation for grant programs that could be used to address areas of need in the Town, especially with respect to the Neighborhood Improvement Program initiative of the Commission.

Much of her time during June and July was spent in working Connie and me and with the Police Chief and other Town personnel on the COPS Law Enforcement Hiring, Accreditation and School Resource Officer grant funding opportunities and the somewhat involved Federal grant application process. See DC Strategies Report for detailed list of grant activities and status.

In addition, she was available to attend Town workshops and commission meetings and answer questions from staff or the Mayor or commissioners regarding the various grant programs that we are looking into and to advise the senior staff on the details of how to effectuate these grant applications. Ms. Wood-Carper continues to provide me and other Team members with her invaluable insights into the Legislative process.

The DC Strategies June-July Report is attached.

CAS Governmental Services, LLC
Communication Advocacy Specialists

Governmental – Legislative Services – Grants – Special Funding

P.O. Box 35 • Canal Point, Florida 33438-0035

Office: 561.924.7702 • Fax: 866.929.8006

To: Mayor Geoffrey Jacobs, Clerk Commissioner Reynold Dieuville, and Commissioner Howard P. Clark

From: Connie Vanassche, Jim Spratt and Dale Milita
CAS (Communication Advocacy Specialists) Governmental Services, LLC

Date: August 10, 2021

Copies To: Town Manager Jimenez
Marlen D. Martell, Town Clerk
David K. Sigerson, Jr., Esq

RE: July 2021 Legislative Activities Report

Communication Advocacy Specialists Governmental Services, LLC (CASGS) appreciates the opportunity to represent the Town of Pembroke Park and to provide you with the July Legislative activities, which included the following:

- CASGS coordinated with Staff on the submittal of the FDEP water protection grant application for the SW 30th Avenue Septic to Sewer Improvements. On July 13th the project was submitted into the FDEP grant portal. FDEP received over 400 applications.
- CASGS coordinated with the Lobby Team throughout the reporting period.
- CASGS monitored the Town's July 6th meeting.
- CASGS worked throughout the month researching and coordinating with Mr. Sigerson and Ms. Wood-Carper regarding grant programs for the police department. We assisted with the preparation of the Federal COPS grant application, participated on conference calls with Staff, Team Members and Federal program administrators, drafted and edited language for grant questions provided by Staff. Reviewed the application drafts with Staff and Team Members.
- CASGS continued to monitor the after-session Legislative activities. A copy of the Florida Legislators Fiscal Analysis in Brief report for fiscal year 2021-22 is provided.

The House and Senate released the Interim Committee Weeks schedule in preparation for the 2022-2023 Legislation Session:

- Monday, September 20 – Friday, September 24
- Monday, October 11 – Friday, October 15

- Monday, October 18 – Friday, October 22
- Monday, November 1 – Friday, November 5
- Monday, November 15 – Friday, November 19
- Monday, November 29 – Friday, December 3
- January 11, 2022 The Regular Session will convene on Tuesday, January 11, 2022.

We enjoy assisting the Town with grants, grant administration and lobbying services. Thank you for the opportunity to be part of your Team representing and advocating on your behalf.

Respectfully Submitted,

Connie C. Vanassche
James R. Spratt
M. Dale Milita

The Florida Legislature

Fiscal Analysis in Brief



**2021 Legislative Sessions
Including Special Session A**

**General Appropriations Act
Chapter 2021-36, Laws of Florida
Adjusted for Vetoes and Supplementals**

FISCAL ANALYSIS IN BRIEF

For Fiscal Year 2021-22

The Fiscal Analysis in Brief is an annual report prepared by the Florida Legislature to summarize fiscal and budgetary information affecting the 2021-22 fiscal year. Actions relating to appropriations and measures affecting revenue from both the 2021 Regular Session and Special Session A are included in this report.

The document contains graphical depictions and detailed listings of appropriations, fund sources, nonrecurring issues, vetoed items, financial outlooks, and legislation affecting revenues.

It also includes the Truth in Bonding Statement used to support the General Appropriations Act. The document reflects appropriated funds only and does not include local revenue for educational entities such as local property tax revenue and student fees.

Various sources were used to prepare this document. Among the most important were data from the Legislative Appropriations System/Planning and Budgeting Subsystem (LAS/PBS), multiple consensus estimating conferences, the General Appropriations Act and other fiscal-related legislation, the Governor's Veto Message, and explanatory information used during the appropriations process.

Published July 2021

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Chart 1
Senate Bill 2500, Chapter 2021-36, Laws of Florida
Appropriations by Fund Source for Fiscal Year 2021-22
Adjusted for Vetoes, Supplementals (Including Special Session A)
(Dollars in Millions)

Funding Source	Dollars	Percent
General Revenue	36,468.0	35.9%
Other Trust Funds (Federal)	39,939.1	39.3%
State Trust Funds		
Tobacco Settlement Trust Fund	409.2	0.4%
Education Enhancement Trust Fund	2,409.4	2.4%
Other Trust Funds (State)	22,428.1	22.1%
Total State Trust Funds	25,246.7	24.8%
Total	101,653.8	100.0%

Note: Subtotals and totals may not add due to rounding.

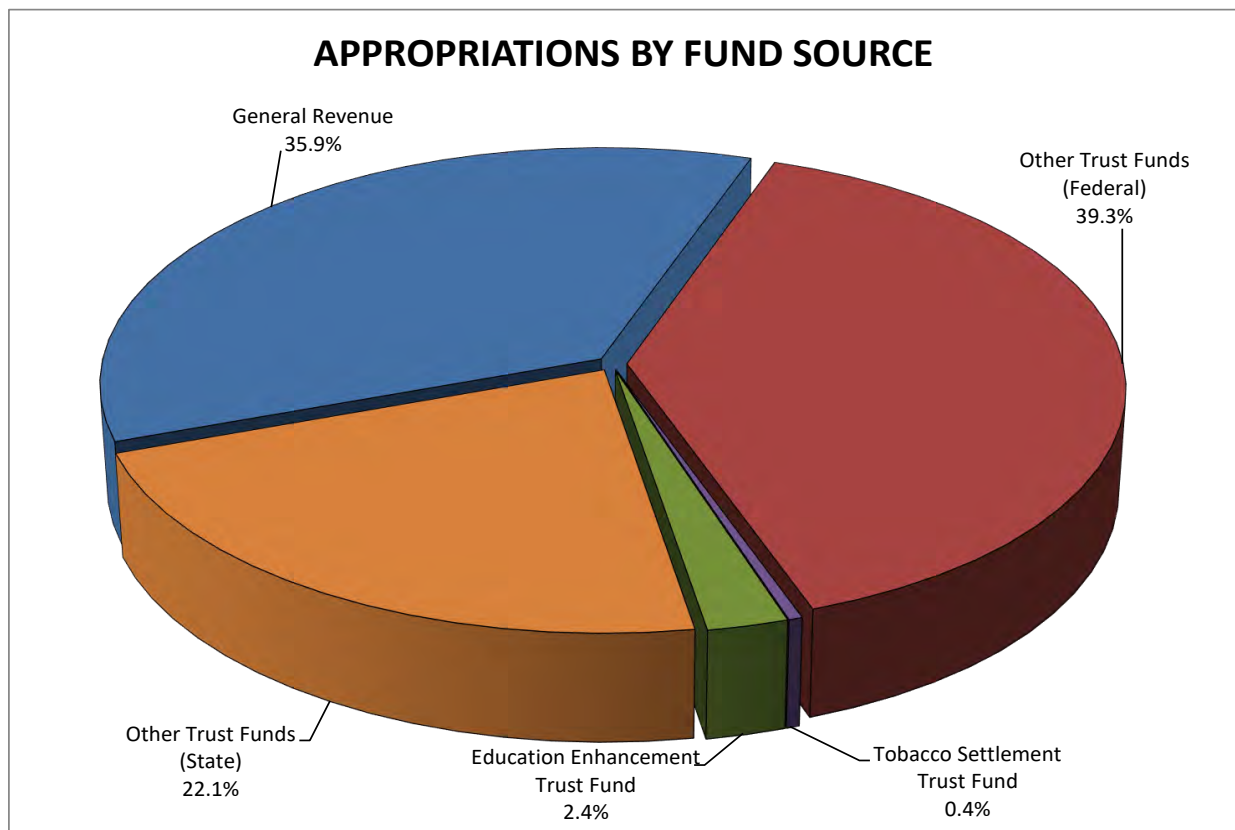


Chart 2
Senate Bill 2500, Chapter 2021-36, Laws of Florida
Appropriations by Program Area for Fiscal Year 2021-22
Adjusted for Vetoes, Supplementals (Including Special Session A)
(Dollars in Millions)

Program Area (Section of General Appropriations Act)	Dollars	Percent
Education	30,090.2	29.6%
Human Services	44,562.8	43.8%
Judicial Branch	667.2	0.7%
Criminal Justice and Corrections	5,218.2	5.1%
Natural Resources/ Environment/ Growth Management/ Transportation	14,657.3	14.4%
General Government	6,458.0	6.4%
Total	101,653.8	100.0%

Note: Subtotals and totals may not add due to rounding.

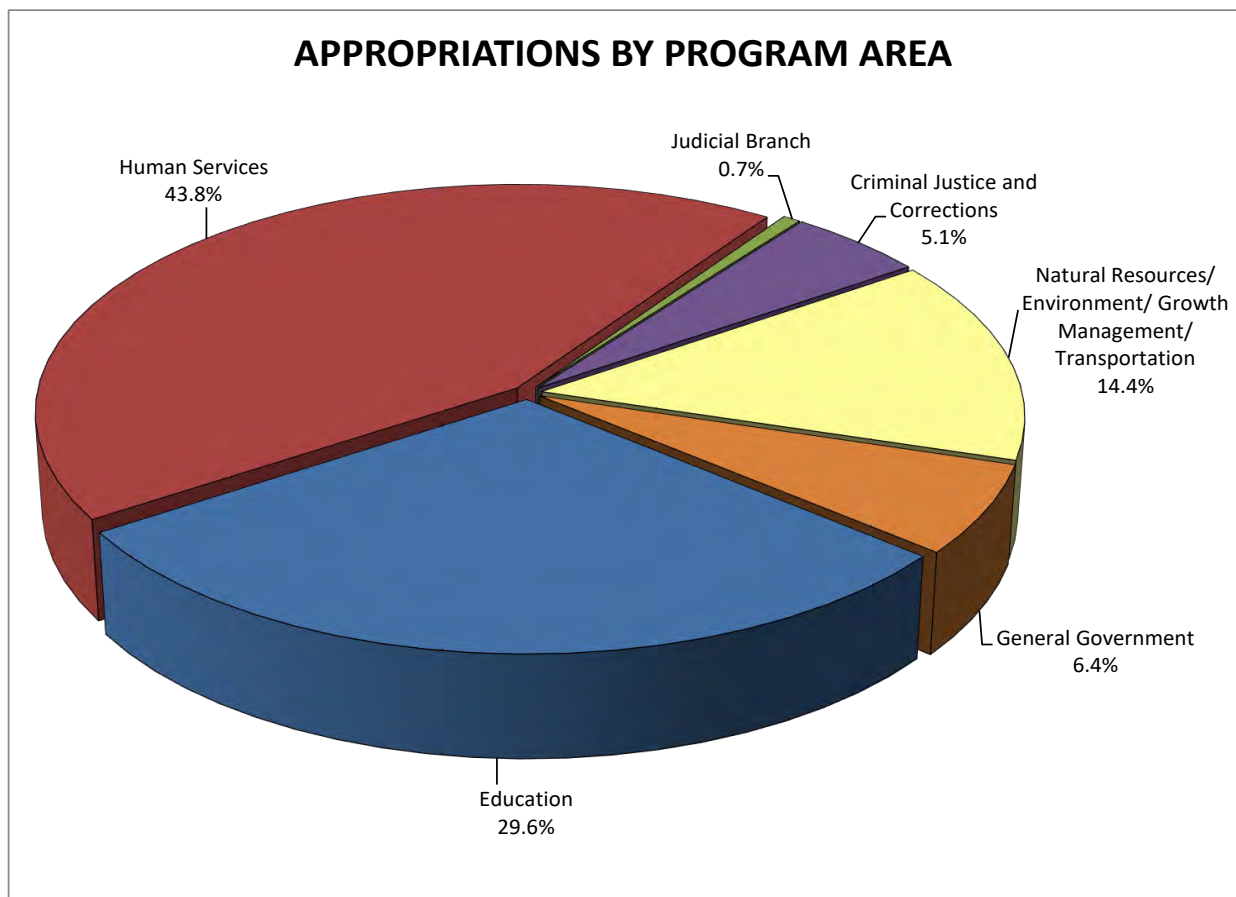
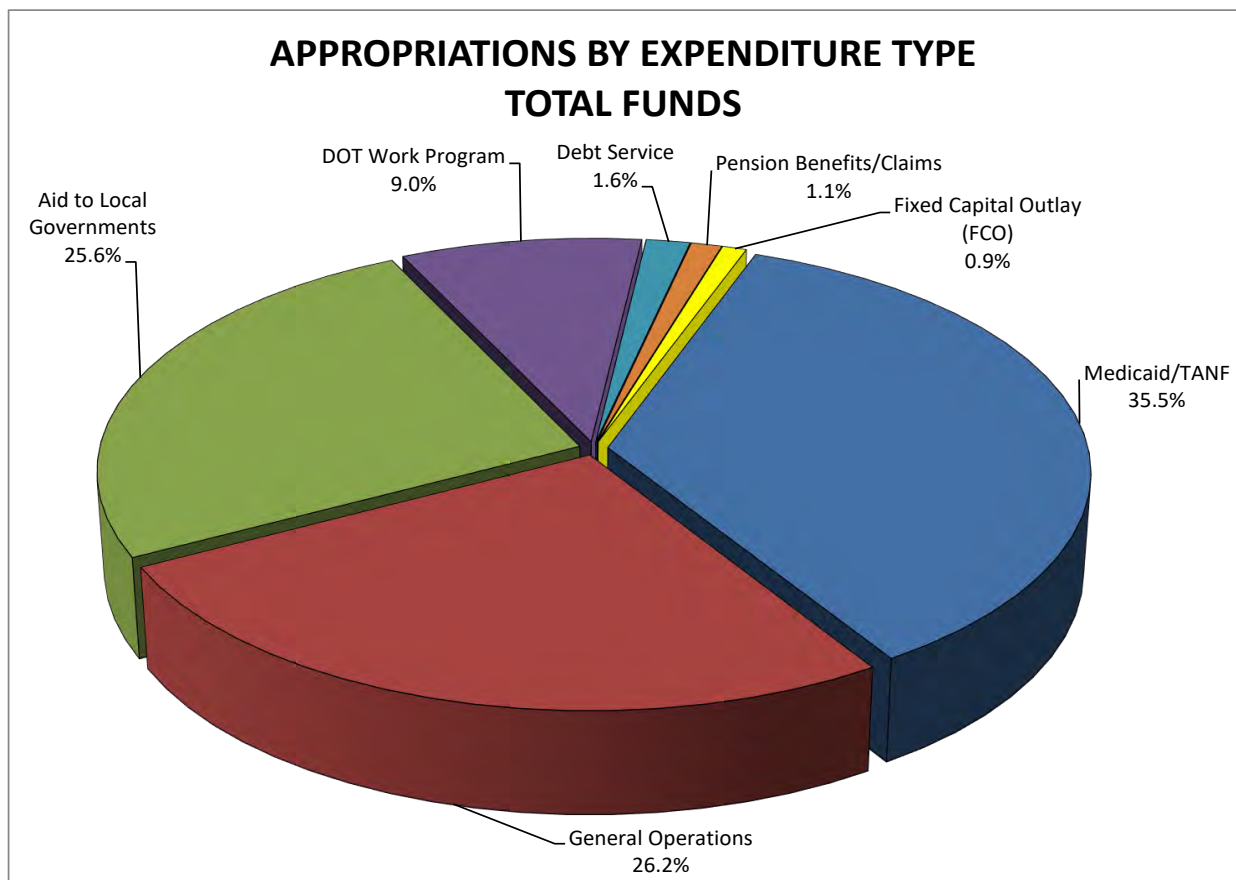


Chart 3
Senate Bill 2500, Chapter 2021-36, Laws of Florida
Appropriations by Expenditure Type for Fiscal Year 2021-22
Adjusted for Vetoes, Supplementals (Including Special Session A)
(Dollars in Millions)

Expenditure Type	Dollars	Percent
Medicaid/TANF	36,073.3	35.5%
General Operations	26,647.4	26.2%
Aid to Local Governments	26,055.5	25.6%
DOT Work Program	9,124.5	9.0%
Debt Service	1,666.8	1.6%
Pension Benefits/Claims	1,168.9	1.1%
Fixed Capital Outlay (FCO)	917.3	0.9%
Total	101,653.8	100.0%

Note: Subtotals and totals may not add due to rounding.



Charts 4 and 5
Senate Bill 2500, Chapter 2021-36, Laws of Florida
Appropriations History
Adjusted for Vetoes, Supplementals (Including Special Session A)
(Dollars in Millions)

Chart 4

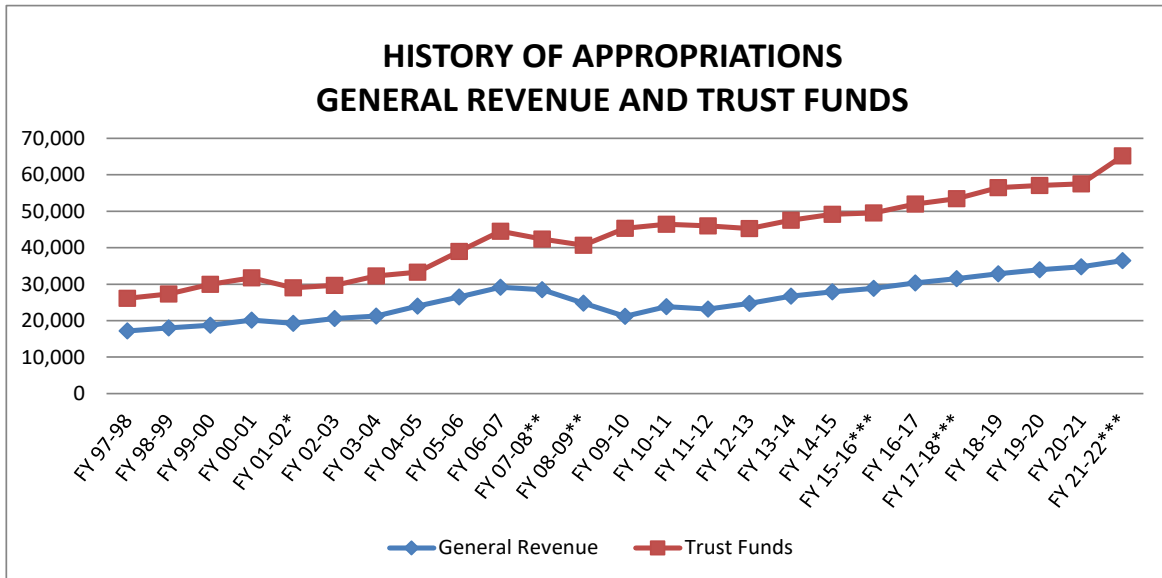
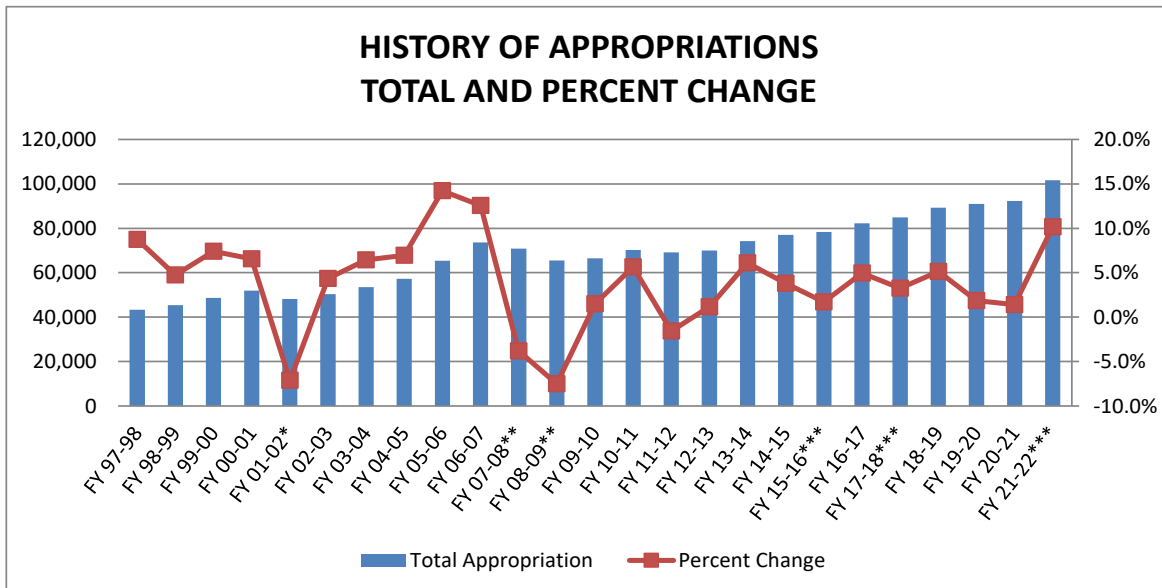


Chart 5



* Fiscal Year 2001-02 Adjusted for December Special Session. Also in Fiscal Year 2001-02, \$6,367.9 million in statutory appropriations were removed from the operating budget.

** Fiscal Years 2007-08 and 2008-09 reflect appropriations after Special Sessions.

*** Fiscal Years 2015-16, 2017-18, and 2021-22 reflect actions passed in both the Regular Session and Special Session A.

Chart 6
Senate Bill 2500, Chapter 2021-36, Laws of Florida
Appropriations by Program Area by Fund Source for Fiscal Year 2021-22
Adjusted for Vetoes, Supplementals (Including Special Session A)
(Dollars in Millions)

Program Area (Section of General Appropriations Act)	General Revenue	Education Enhancement Trust Fund	Tobacco Settlement Trust Fund	Other State Trust Funds	Federal Trust Funds	All Funds
Education	17,738.9	2,409.4	-	3,533.1	6,408.8	30,090.2
Human Services	12,109.8		409.2	6,023.6	26,020.2	44,562.8
Judicial Branch	552.3	-	-	104.0	10.9	667.2
Criminal Justice and Corrections	4,382.1	-	-	469.2	366.8	5,218.2
Natural Resources/ Environment/ Growth Management/ Transportation	382.4	-	-	9,531.7	4,743.2	14,657.3
General Government	1,302.4	-	-	2,766.5	2,389.1	6,458.0
Total	36,468.0	2,409.4	409.2	22,428.1	39,939.1	101,653.8

Note: Subtotals and totals may not add due to rounding.

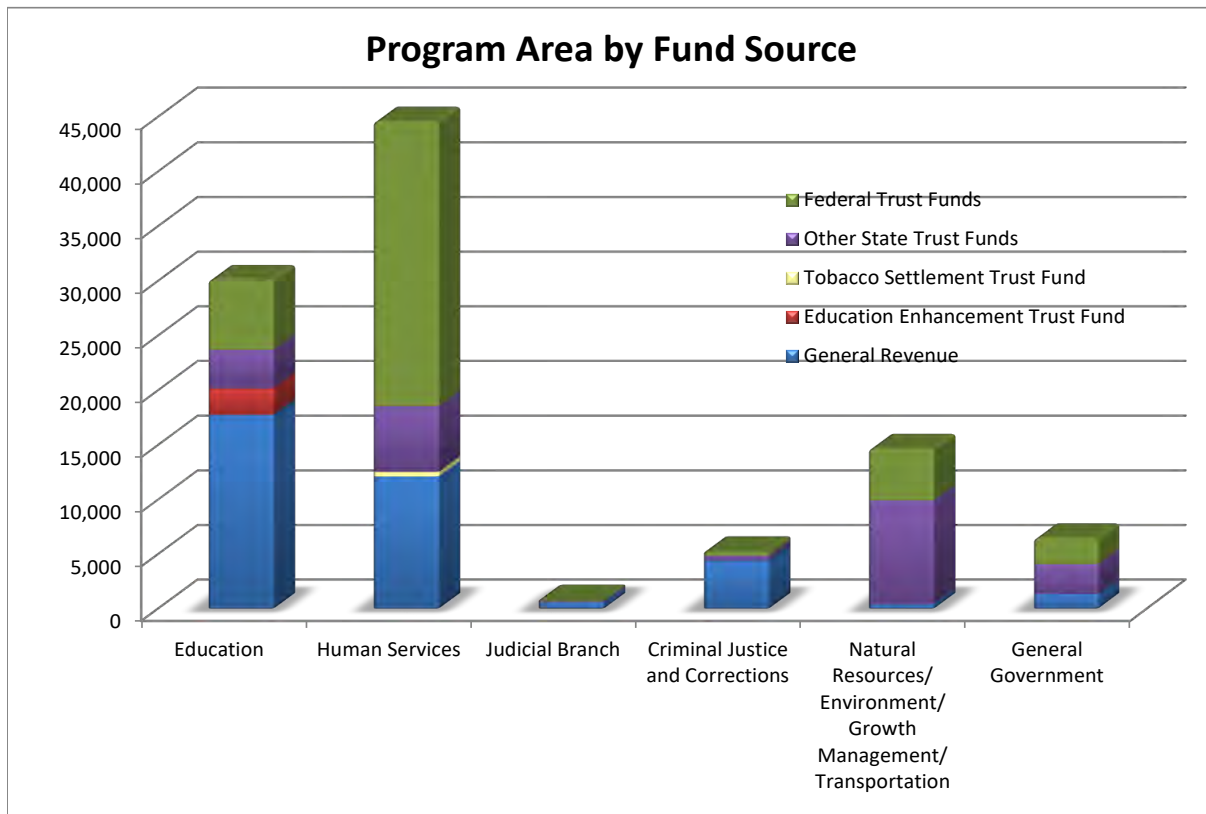


Chart 7
Senate Bill 2500, Chapter 2021-36, Laws of Florida
General Revenue Appropriations by Program Area for Fiscal Year 2021-22
Adjusted for Vetoes, Supplementals (Including Special Session A)
(Dollars in Millions)

Program Area (Section of General Appropriations Act)	Dollars	Percent
Education	17,738.9	48.6%
Human Services	12,109.8	33.2%
Judicial Branch	552.3	1.5%
Criminal Justice and Corrections	4,382.1	12.0%
Natural Resources/ Environment/ Growth Management/ Transportation	382.4	1.0%
General Government	1,302.4	3.6%
Total	36,468.0	100.0%

Note: Subtotals and totals may not add due to rounding.

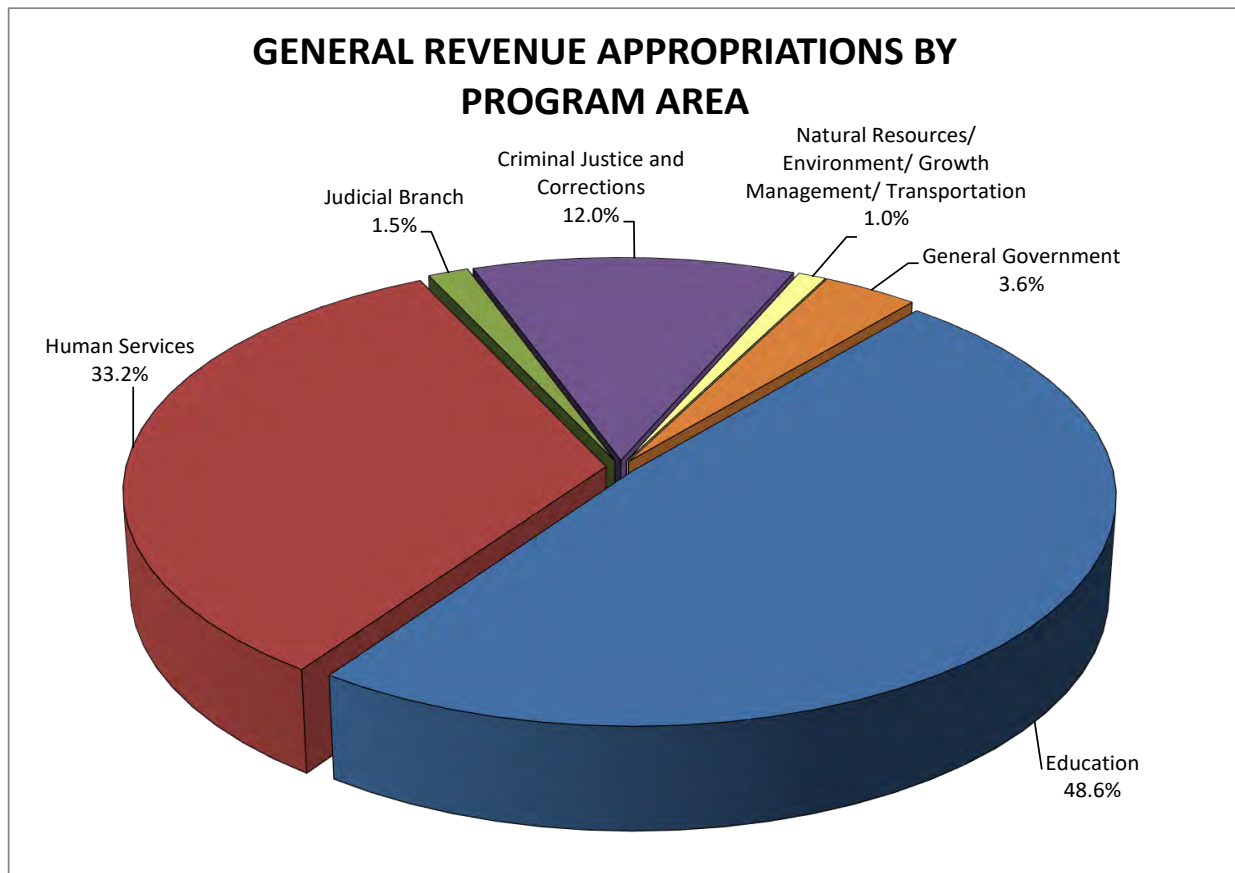


Chart 8
Summary of Fiscal Year 2021-22 Appropriations
Senate Bill 2500, Chapter 2021-36, Laws of Florida
and Other Legislative Actions (Including Special Session A)
(Dollars in Millions)

	Fund Source						
LEGISLATION - Bill Number (Laws of Florida Number)	General Revenue	Education Enhancement Trust Fund	PECO Trust Fund	Tobacco Settlement Trust Fund	Other State Trust Funds	Federal Trust Funds	All Funds
I. Conference Report on SB 2500, General Appropriations Act for FY 2021-22 (Chapter 2021-36, L.O.F.)							
Sections 1-7	36,343.6	2,409.4	1,084.3	409.2	21,358.0	39,939.1	101,543.6
Sections 8 - 154	165.5						165.5
Less Vetoed Items*	(47.0)				(14.2)		(61.1)
Less Failed Contingencies					(0.4)		(0.4)
Net 2021-22 Appropriations in the General Appropriations Act	36,462.2	2,409.4	1,084.3	409.2	21,343.5	39,939.1	101,647.7
II. Fiscal Year 2021-22 Supplemental Appropriations - Regular Session and Special Session A							
Less Vetoed Appropriations in Supplemental Bills	5.8				0.3		6.1
Less Failed Contingencies					(0.1)		(0.1)
SUBTOTAL	36,468.0	2,409.4	1,084.3	409.2	21,343.7	39,939.1	101,653.8
III. Other 2021-22 Appropriations and Transfers							
Transfer to the Budget Stabilization Fund (not required)							
Total Effective 2021-22 Appropriations as Adjusted	36,468.0	2,409.4	1,084.3	409.2	21,343.7	39,939.1	101,653.8

* Vetoes of items in Sections 1-7. Vetoes of items not considered appropriations will not be included in the Less Vetoed Items totals above, and therefore may not match the veto totals contained on the Vetoed Appropriations list on pages 27-31.

Note: Subtotals and totals may not add due to rounding.

Fiscal Year 2021-22 Appropriations by Detail Fund
Adjusted for Vetoes, Supplementals (Including Special Session A)

	Fund Title	Fund #	State Dollars	Federal Dollars	Total Dollars
1	ADMINISTRATIVE TRUST FUND	2021	220,258,648	135,637,255	355,895,903
2	AG EMERGENCY ERAD TF	2360	21,968,872		21,968,872
3	AIR POLLUTION CONTROL TF	2035	23,135,859	2,114,410	25,250,269
4	ALCOHOL/DRUGABU/MEN HLH TF	2027		263,623,969	263,623,969
5	ALCOHOLIC,BEV,TOBACCO TF	2022	29,741,671		29,741,671
6	ANTI-FRAUD TRUST FUND	2038	200,000		200,000
7	ARCHITECTS INCIDENTAL TF	2033	1,124,897		1,124,897
8	BIOMEDICAL RESEARCH TF	2245	39,430,790		39,430,790
9	BRAIN & SPINAL CORD INJ/TF	2390	12,926,610	340,226	13,266,836
10	CAMP BLANDING MANAGEMNT TF	2069	2,258,316		2,258,316
11	CAP IMPROVEMENTS FEE TF	2071	60,395,937		60,395,937
12	CAPITAL COLLATERAL REG TF	2073	590,538	753,917	1,344,455
13	CERTIFICATION PROGRAM TF	2092	1,395,054		1,395,054
14	CHILD CARE/DEV BLK GRNT TF	2098		1,235,193,697	1,235,193,697
15	CHILD SUPPORT INCENTIVE TF	2075		40,006,978	40,006,978
16	CHILD SUPPORT TRUST FUND	2084	9,347,662	19,051,180	28,398,842
17	CHILD WELFARE TRAINING TF	2083	2,173,055		2,173,055
18	CITRUS ADVERTISING TF	2090	16,143,506	5,000,000	21,143,506
19	CITRUS INSPECTION TF	2093	10,074,694		10,074,694
20	CIVIL RICO TRUST FUND	2095	200,020		200,020
21	CLERKS OF THE COURT TF	2588	40,902,734		40,902,734
22	COASTAL PROTECTION TF	2099	13,555,684		13,555,684
23	COMMUNICATIONS WKG CAP TF	2105	127,119,626		127,119,626
24	CORRECTION WORK PROGRAM TF	2151	29,423,939		29,423,939
25	COUNTY HEALTH DEPT TF	2141	692,402,099	177,018,590	869,420,689
26	COURT EDUCATION TRUST FUND	2146	3,854,289		3,854,289
27	COURT/CSE COLL SYS TF	2115	858,628		858,628
28	CRIM JUST STAND & TRAIN TF	2148	12,208,236		12,208,236
29	CRIME STOPPERS TF	2202	4,780,286		4,780,286
30	CRIMES COMPENSATION TF	2149	23,682,651		23,682,651
31	CSE APP FEE & PROG REV TF	2104	2,938,526		2,938,526
32	DIV OF LICENSING TF	2163	41,654,467		41,654,467
33	DIV UNIV FAC CONST ADM TF	2222	6,228,105		6,228,105
34	DOMESTIC VIOLENCE TF	2157	7,979,986		7,979,986
35	DONATIONS TRUST FUND	2168	59,474,416	146,537,261	206,011,677
36	DRINKING WATER REV LOAN TF	2044		128,001,478	128,001,478
37	ECONOMIC DEVELOPMENT TF	2177	5,920,000		5,920,000
38	ED CERTIFICATION/SVC TF	2176	9,337,251		9,337,251
39	ED MEDIA & TECHNOLOGY TF	2183	133,426		133,426
40	ED/GEN STUD & OTHR FEES TF	2164	1,957,486,926		1,957,486,926
41	EDUCATIONAL ENHANCEMENT TF	2178	2,409,443,736		2,409,443,736
42	ELECTIONS COMMISSION TF	2511	1,612,016		1,612,016
43	EMER MGMG PREP/ASST TF	2191	17,531,869		17,531,869
44	EMERGENCY MED SVC TF	2192	22,675,204		22,675,204
45	EMPLOYMENT SECURITY ADM TF	2195		375,596,494	375,596,494
46	EPILEPSY SERVICES TF	2197	815,278		815,278
47	EXEC BR LOBBY REGIS TF	2203	186,076		186,076
48	FED LAW ENFORCEMENT TF	2719	57,984	1,537,508	1,595,492
49	FEDERAL GRANTS TRUST FUND	2261	18,609,986	7,907,956,271	7,926,566,257
50	FEDERAL REHABILITATION TF	2270	67,701	224,804,457	224,872,158
51	FINANCIAL INST REG TF	2275	11,639,864		11,639,864

Fiscal Year 2021-22 Appropriations by Detail Fund
Adjusted for Vetoes, Supplementals (Including Special Session A)

	Fund Title	Fund #	State Dollars	Federal Dollars	Total Dollars
52	FL AGRIC PROM CAMPAIGN TF	2920	315,267		315,267
53	FL CONDO/TIMESHARE/MH TF	2289	7,446,107		7,446,107
54	FL FACILITIES POOL CLR TF	2313	20,040,320		20,040,320
55	FL INTER TRADE & PROM TF	2338	5,173,245		5,173,245
56	FL CRIME PREV TR IN REV TF	2302	849,729		849,729
57	FL PANTHER RESCH & MAN TF	2299	999,694		999,694
58	FLORIDA FOREVER TF	2348	1,998,100		1,998,100
59	FOOD & NUTRITION SVCS TF	2315		1,270,618,546	1,270,618,546
60	FORFEIT/INVES SUPPORT TF	2316	3,261,330	934,979	4,196,309
61	GAS TAX COLLECTION TF	2319	5,192,150		5,192,150
62	GENERAL INSPECTION TF	2321	78,476,740	100,090	78,576,830
63	GRANTS AND DONATIONS TF	2339	2,928,070,317	1,078,561,605	4,006,631,922
64	HEALTH CARE TRUST FUND	2003	820,833,973	48,384,712	869,218,685
65	HIGHWAY SAFETY OPER TF	2009	483,712,900	14,645,371	498,358,271
66	HOTEL AND RESTAURANT TF	2375	27,666,987		27,666,987
67	INCIDENTAL TRUST FUND	2381	14,729,665		14,729,665
68	INDIGENT CIVIL DEFENSE TF	2976	310,980		310,980
69	INDIGENT CRIM DEFENSE TF	2974	27,224,896		27,224,896
70	INLAND PROTECTION TF	2212	117,235,684		117,235,684
71	INSTITUTE ASSESSMENT TF	2380	4,404,485		4,404,485
72	INSURANCE REG TF	2393	158,404,721		158,404,721
73	INTERNAL IMPROVEMENT TF	2408	29,923,615		29,923,615
74	INVASIVE PLANT CONTROL TF	2030	7,851,048		7,851,048
75	JUV CRIME PREV/ERLY INT TF	2415	1,262,903		1,262,903
76	JUVENILE JUSTICE TRNG TF	2417	1,636,860		1,636,860
77	L/G HF-CT SALES TAX CL TF	2455	25,700,000		25,700,000
78	LAND ACQUISITION TF	2423	1,307,027,214		1,307,027,214
79	LAW ENFORCEMENT RADIO TF	2432	30,003,576		30,003,576
80	LAW ENFORCEMENT TF	2434	733,537		733,537
81	LEGAL AFFAIRS REVOLVING TF	2439	22,637,945		22,637,945
82	LEGAL SERVICES TRUST FUND	2438	23,825,963		23,825,963
83	LEGIS LOBBYIST REGIS TF	2442	315,514		315,514
84	LOCAL GOV HOUSING TF	2250	146,700,000		146,700,000
85	MARINE RESOURCES CONSV TF	2467	79,964,127	1,944,464	81,908,591
86	MARKET IMP WKG CAP TF	2473	3,517,458		3,517,458
87	MAT/CH HLTH BLOCK GRANT TF	2475		20,767,711	20,767,711
88	MEDICAL CARE TRUST FUND	2474	671,333,289	20,502,520,215	21,173,853,504
89	MEDICAL QLTY ASSURANCE TF	2352	70,077,906	178,101	70,256,007
90	MINERALS TRUST FUND	2499	2,152,049		2,152,049
91	MOTOR VEHICLE WARRANTY TF	2492	2,484,871		2,484,871
92	NON-GAME WILDLIFE TF	2504	8,418,432		8,418,432
93	NON-MANDATORY LAND RECL TF	2506	2,200,920		2,200,920
94	NURS STDNT LOAN FORGIVE TF	2505	1,394,198		1,394,198
95	OPERATING TRUST FUND	2510	461,073,316		461,073,316
96	OPERATIONS AND MAINT TF	2516	119,455,885	1,070,198,268	1,189,654,153
97	OPTIONAL RETIREMENT PRG TF	2517	317,338		317,338
98	PARI-MUTUEL WAGERING TF	2520	13,968,044		13,968,044
99	PERC TRUST FUND	2558	1,856,793		1,856,793
100	PERMIT FEE TRUST FUND	2526	15,108,155		15,108,155
101	PEST CONTROL TRUST FUND	2528	4,209,735		4,209,735
102	PHOSPHATE RESEARCH TF	2530	5,239,739		5,239,739

**Fiscal Year 2021-22 Appropriations by Detail Fund
Adjusted for Vetoes, Supplementals (Including Special Session A)**

	Fund Title	Fund #	State Dollars	Federal Dollars	Total Dollars
103	PLAN AND BUDGET SYSTEM TF	2535	6,260,348		6,260,348
104	PLANNING AND EVALUATION TF	2531	30,389,178	9,088,250	39,477,428
105	PLANT INDUSTRY TF	2507	4,431,929		4,431,929
106	POL/FIREMEN PREMIUM TAX TF	2532	1,194,759		1,194,759
107	PRETAX BENEFITS TRUST FUND	2570	850,345		850,345
108	PREVENT HLTH SVCS BL GR TF	2539		1,969,979	1,969,979
109	PRISON INDUSTRIES TF	2385	1,250,000		1,250,000
110	PRIVATE INMATE WELFARE TF	2623	5,055,028		5,055,028
111	PROFESSIONAL REGULATION TF	2547	42,661,917		42,661,917
112	PROFESSIONAL SPORTS DEV TF	2551	3,000,000		3,000,000
113	PUB MEDICAL ASST TF	2565	839,649,772		839,649,772
114	PUBLIC ED CO&DS TRUST FUND	2555	1,084,329,358		1,084,329,358
115	QUALITY LONG-TERM CARE TF	2126		6,002,054	6,002,054
116	R-O-W ACQ/BRIDGE CONST TF	2586	673,869,512		673,869,512
117	RADIATION PROTECTION TF	2569	8,843,565	498,492	9,342,057
118	RAPE CRISIS PROGRAM TF	2089	1,736,884		1,736,884
119	RECORDS MANAGEMENT TF	2572	1,741,064		1,741,064
120	REFUGEE ASSISTANCE TF	2579		3,798,480	3,798,480
121	REGULATORY TRUST FUND	2573	47,877,966		47,877,966
122	RESILIENT FLORIDA TF	2055	29,026,698		29,026,698
123	RET HLTH INS SUBSIDY TF	2583	203,602		203,602
124	REVOLVING TRUST FUND	2600	810,000	3,505,225	4,315,225
125	SALE/GOODS & SERVICES TF	2606	1,198,047		1,198,047
126	SALTWTR PRODUCTS PROM TF	2609	1,347,308		1,347,308
127	SAVE THE MANATEE TF	2611	3,411,130		3,411,130
128	SCH/DIS & CC/DIS CO&DS TF	2612	128,513,034		128,513,034
129	SEED TRUST FUND	2041	80,441,117		80,441,117
130	SHARED CO/STATE JUV DET TF	2685	61,768,347		61,768,347
131	SOCIAL SVCS BLK GRT TF	2639	3,600,000	156,289,683	159,889,683
132	SOLID WASTE MGMT TF	2644	20,331,037		20,331,037
133	SPEC EMPLOYMNT SECU ADM TF	2648	6,539,619		6,539,619
134	ST ST FIN ASSIST TF	2240	234,500		234,500
135	ST TRANSPORT (PRIMARY) TF	2540	5,844,568,074	2,922,549,432	8,767,117,506
136	STATE ATTNYS REVENUE TF	2058	50,551,037		50,551,037
137	STATE COURTS REVENUE TF	2057	96,062,316		96,062,316
138	STATE EMPLOYEES DIS INS TF	2671	34,061		34,061
139	STATE EMPLOY HEALTH INS TF	2668	67,923,180		67,923,180
140	STATE EMPLOY LIFE INS TF	2667	26,251		26,251
141	STATE GAME TRUST FUND	2672	34,104,691		34,104,691
142	STATE HOUSING TF	2255	62,500,000		62,500,000
143	STATE INMATE WELFARE TF	2523	2,500,000		2,500,000
144	STATE PARK TRUST FUND	2675	56,015,315		56,015,315
145	STATE PERSONNEL SYSTEM TF	2678	33,390,544		33,390,544
146	STATE RISK MGMT TF	2078	76,607,254		76,607,254
147	STATE SCHOOL TF	2543	230,435,000		230,435,000
148	STUDENT LOAN OPERATING TF	2397		24,408,544	24,408,544
149	SUPERVISION TRUST FUND	2696	78,334,084		78,334,084
150	SURPLUS PROPERTY REVOLV TF	2699	245,696		245,696
151	TEACHER CERT EXAM TF	2727	18,702,683		18,702,683
152	TOBACCO SETTLEMENT TF	2122	409,153,061		409,153,061
153	TOURISM PROMOTIONAL TF	2722	21,703,068		21,703,068

**Fiscal Year 2021-22 Appropriations by Detail Fund
Adjusted for Vetoes, Supplementals (Including Special Session A)**

	Fund Title	Fund #	State Dollars	Federal Dollars	Total Dollars
154	TRANSPORT DISADVANTAGED TF	2731	66,160,254		66,160,254
155	TREASURY ADM/INVEST TF	2725	8,041,822		8,041,822
156	TRUST FUNDS	2732	87,260,046		87,260,046
157	TURNPIKE GEN RESERVE TF	2326	639,074,804		639,074,804
158	TURNPIKE RENEW/REPLACE TF	2324	100,368,379		100,368,379
159	U.S. CONTRIBUTIONS TF	2750		1,387,590,983	1,387,590,983
160	U.S. TRUST FUND	2738		160,558,001	160,558,001
161	UNCLAIMED PROPERTY TF	2007	5,630,912		5,630,912
162	VITICULTURE TRUST FUND	2773	759,580		759,580
163	WASTEWTR/STORMWTR REVOL TF	2661		200,521,125	200,521,125
164	WATER PROTECT/SUSTAIN TF	2603	116,710,752		116,710,752
165	WATER QUALITY ASSURANCE TF	2780	34,792,152		34,792,152
166	WELFARE TRANSITION TF	2401	2,727,442	388,499,190	391,226,632
167	WIRELESS COMM E911 TF	2344	150,916,214	1,815,685	152,731,899
168	WORKERS' COMP ADMIN TF	2795	29,535,243		29,535,243
169	WORKERS'COMP SPEC DISAB TF	2798	1,323,686		1,323,686
170	WORKING CAPITAL TRUST FUND	2792	89,254,367		89,254,367
171	TOTAL TRUST FUNDS		25,246,662,870	39,939,122,876	65,185,785,746
172					
173	GENERAL REVENUE FUND	1000	36,467,967,480		36,467,967,480
174					
175	GRAND TOTAL		61,714,630,350	39,939,122,876	101,653,753,226

**Fiscal Year 2021-22 Nonrecurring Appropriations
Adjusted for Vetoes, Supplementals (Including Special Session A)**

Row#	Agency/Issue Title	General Revenue	State Trust Funds	Federal Trust Funds
1	ADMINISTERED FUNDS			
2	DOMESTIC SECURITY		47,765,356	
3	STATE MATCH FOR FEDERALLY DECLARED DISASTERS	187,448,719		
4	Total	187,448,719	47,765,356	0
5	AGENCY FOR HEALTH CARE ADMINISTRATION			
6	BUREAU OF FINANCIAL SERVICES ENTERPRISE FINANCIAL SYSTEM		950,000	
7	CANCER CENTER MEDICAID PROSPECTIVE PAYMENT EXEMPTION		57,287,041	96,751,789
8	FLORIDA MEDICAID MANAGEMENT INFORMATION SYSTEM (FMMIS)		6,610,465	41,482,783
9	FLORIDA PLANNING, ACCOUNTING, AND LEDGER MANAGEMENT (PALM) READINESS		250,000	
10	GRADUATE MEDICAL EDUCATION PROGRAM	1,200,000		2,026,674
11	HOSPITAL RATE EXEMPTIONS	115,155,749		194,485,952
12	NEMOURS CHILDREN'S HOSPITAL	457,920		
13	Total	116,813,669	65,097,506	334,747,198
14	AGENCY FOR PERSONS WITH DISABILITIES			
15	ABILITY TREE FLORIDA RECREATION, EDUCATION, SUPPORT AND TRAINING CENTER	195,000		
16	ARC JACKSONVILLE	300,000		
17	AREA STAGE COMPANY (ASC) DEVELOPMENTAL DISABILITIES THEATER PROGRAM FOR CHILDREN	175,000		
18	ASSOCIATION FOR THE DEVELOPMENT OF THE EXCEPTIONAL, INC. - CULINARY TRAINING & SENIOR SERVICES FOR PERSONS WITH DEVELOPMENTAL DISABILITIES	300,000		
19	CHABAD OF KENDALL/FRIENDSHIP CIRCLE COMMUNITY CRISIS LIFE LINE	289,000		
20	CLUB CHALLENGE	200,000		
21	CODE CORRECTIONS		1,089,228	
22	DEVEREUX ADVANCED BEHAVIORAL HEALTH FLORIDA	350,000		
23	DNA COMPREHENSIVE THERAPY SERVICES	1,667,000		
24	EASTER SEALS - BREVARD COUNTY	200,000		
25	EASTERSEALS OF NORTHEAST CENTRAL FLORIDA AUTISM CENTER OF EXCELLENCE	250,000		
26	EASTERSEALS SOUTHWEST FLORIDA - MENTAL WELLNESS FOR PERSONS WITH DEVELOPMENTAL DISABILITIES	1,718,695		
27	EASTERSEALS SOUTHWEST FLORIDA, INC.	978,497		
28	EMPLOYMENT AND INTERNSHIPS - INDIVIDUAL AND FAMILY SUPPORTS		1,000,000	
29	ENVISION AT DRE'S PATHWAY	100,000		
30	FLORIDA PLANNING, ACCOUNTING, AND LEDGER MANAGEMENT (PALM) READINESS		294,500	180,500
31	GATEWAY ARC RESIDENTIAL SUPPORT FOR JOB PLACEMENT	250,000		
32	GRANTS AND AIDS - FIXED CAPITAL OUTLAY	1,625,000		
33	ICONNECT SYSTEM		418,092	954,026
34	INDIVIDUAL COMPREHENSIVE ASSESSMENT		160,000	160,000
35	JEWISH ADOPTION AND FAMILY CARE OPTIONS (JAFCO) CHILDREN'S ABILITY CENTER	850,000		
36	MACTOWN'S LIFE SKILLS SERVICES - ADULT DAY TRAINING	300,000		
37	MAINTENANCE AND REPAIR	14,051,900	8,000,000	
38	OPERATION GROW - SEMINOLE COUNTY WORK OPPORTUNITY PROGRAM	352,323		
39	OUR PRIDE ACADEMY, INC.	1,200,000		
40	Total	25,352,415	10,961,820	1,294,526
41	DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES			
42	ACQUISITION OF MICROSOFT OFFICE 365		608,580	
43	AIRCRAFT ACQUISITION		5,571,000	
44	CITRUS HEALTH RESPONSE PROGRAM		2,000,000	5,170,713
45	CITRUS RESEARCH		8,000,000	

**Fiscal Year 2021-22 Nonrecurring Appropriations
Adjusted for Vetoes, Supplementals (Including Special Session A)**

Row#	Agency/Issue Title	General Revenue	State Trust Funds	Federal Trust Funds
46	CLIMATE ADAPTATION AND MITIGATION		2,000,000	
47	ENVIRONMENTAL PROJECTS		5,000,000	
48	FARM SHARE PROGRAM	4,565,091		
49	FEDERAL GRANTS			377,207
50	FEEDING FLORIDA	1,550,000		
51	FERTILIZER RATE STUDY	1,681,844		
52	FLORIDA AGRICULTURE PROMOTION CAMPAIGN	750,000		
53	FLORIDA PLANNING, ACCOUNTING, AND LEDGER MANAGEMENT (PALM) READINESS	778,668		
54	GIANT AFRICAN LAND SNAIL ERADICATION PROGRAM		274,424	1,082,078
55	GRANTS AND AIDS - FIXED CAPITAL OUTLAY		1,000,000	1,700,000
56	HURRICANE BLOCK GRANT			1,500,000
57	INCREASE CONTRACTED SERVICES - EXECUTIVE DIRECTION		220,000	
58	MAINTENANCE AND REPAIR		7,795,000	
59	REDIRECT RECURRING APPROPRIATIONS TO NON-RECURRING	4,624,909		
60	REPLACEMENT EQUIPMENT - WILDFIRE SUPPRESSION		6,583,594	
61	REPLACEMENT EQUIPMENT - BOATS, MOTORS, AND TRAILERS		54,000	
62	REPLACEMENT OF MOTOR VEHICLES		2,117,394	738,806
63	SPECIAL PURPOSE - FIXED CAPITAL OUTLAY	10,787,831		
64	STATE INDUSTRIAL HEMP PROGRAM		832,126	
65	SUPPORT FOR FOOD BANK	2,750,000		
66	TRANSFER GENERAL REVENUE FUNDING TO AGRICULTURAL EMERGENCY ERADICATION TRUST FUND	12,100,000		
67	TRANSFER TO MARKETING IMPROVEMENT WORKING CAPITAL TRUST FUND - CASH FLOW LOAN		2,000,000	
68	VITICULTURE PROGRAM		50,000	
69	Total	39,588,343	44,106,118	10,568,804
70	DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION			
71	FLORIDA GAMING CONTROL COMMISSION - SB 4A	100,000		
72	IN-STATE TOURISM MARKETING CAMPAIGN		1,000,000	
73	LAW ENFORCEMENT EQUIPMENT - UTILIZATION OF FORFEITURE FUNDS FROM FEDERAL LAW ENFORCEMENT TRUST FUND		56,710	
74	LAW ENFORCEMENT TRAINING - UTILIZATION OF FORFEITURE FUNDS FROM FEDERAL LAW ENFORCEMENT TRUST FUND			108,750
75	Total	100,000	1,056,710	108,750
76	DEPARTMENT OF CHILDREN AND FAMILIES			
77	ACADEMY AT GLENGARY - EMPLOYMENT SERVICES/PERSONS WITH MENTAL HEALTH ILLNESSES	100,000		
78	ADDITIONAL AUTHORITY FOR THE 988 STATE PLANNING GRANT			102,574
79	ADULT PROTECTION SERVICES PROGRAM			6,896,415
80	ALL STAR CHILDREN'S FOUNDATION - CAMPUS FOR HOPE AND HEALING	250,000		
81	ALPERT JEWISH FAMILY SERVICES - MENTAL HEALTH FIRST AID COALITION	100,000		
82	ASPIRE HEALTH PARTNERS - BEHAVIORAL HEALTH SERVICES	500,000		
83	ASSISTED LIVING SERVICES FOR MENTAL HEALTH CLIENTS - THE RENAISSANCE MANOR	1,250,000		
84	AUDIO/VIDEO SECURITY SURVEILLANCE SYSTEMS FOR STATE MENTAL HEALTH TREATMENT FACILITIES	626,983		223,114
85	AUTOMATED EMPLOYMENT AND INCOME VERIFICATION	3,839,215		2,981,785
86	AUTOMATION FOR PUBLIC BENEFIT APPLICATION DETERMINATION	652,800		627,200
87	BAYCARE BEHAVIORAL HEALTH - VETERANS	485,000		
88	BROWARD HEALTH MEDICATION ASSISTED TREATMENT RESPONSE			426,604
89	CAMILLUS HOUSE HUMAN TRAFFICKING SERVICES	150,000		
90	CASA VALENTINA - FOSTER CARE TO INDEPENDENT LIVING	175,000		

**Fiscal Year 2021-22 Nonrecurring Appropriations
Adjusted for Vetoes, Supplementals (Including Special Session A)**

Row#	Agency/Issue Title	General Revenue	State Trust Funds	Federal Trust Funds
91	CENTERSTONE PSYCHIATRIC RESIDENCY	250,000		
92	CHAFEE FOSTER CARE INDEPENDENT LIVING PROGRAM			19,791,518
93	CHILD ABUSE PREVENTION AND TREATMENT ACT (CAPTA) GRANT BUDGET AUTHORITY			3,912,297
94	CHILDNET - BEHAVIORAL HEALTH SERVICES	360,000		
95	CHILDREN OF INMATES	100,000		
96	CITY OF WEST PARK - MENTAL HEALTH INITIATIVE	150,000		
97	CLAY BEHAVIORAL HEALTH COMMUNITY CRISIS PREVENTION TEAM	500,000		
98	CODE CORRECTIONS	8,210,000		
99	COLLABORATIVE APALACHEE CENTER JAIL DIVERSION PROGRAM	350,000		
100	COMMUNITY BASED CARE RISK POOL	10,000,000		
101	COMMUNITY REHABILITATION CENTER PROJECT ALIVE	200,000		
102	COMPREHENSIVE EMERGENCY SERVICES CENTER (CESC) - HOMELESS SERVICES AND RESIDENTIAL SUPPORT	716,000		
103	DAVID LAWRENCE CENTER PROVIDING BEHAVIORAL HEALTH SERVICES	279,112		
104	DEPARTMENT OF CHILDREN AND FAMILIES PHARMACEUTICAL PROGRAM	500,000		
105	DEVEREUX, INC. SERVICES TO SEXUALLY EXPLOITED YOUTH	587,706		
106	DIRECTIONS FOR LIVING	670,000		
107	EDUCATION AND TRAINING VOUCHER (ETV) PROGRAM			2,876,674
108	ELECTRONIC FOSTER CARE PLACEMENT ASSESSMENT TOOL	250,000		
109	EXCHANGE CLUB PARENT AIDE - DUVAL	150,000		
110	EXPAND MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES - CIRCLES OF CARE	750,000		
111	FAILING VIDEO SURVEILLANCE INFRASTRUCTURE AT NORTH FLORIDA EVALUATION AND TREATMENT CENTER	607,378		
112	FAMILY FIRST - ALL PRO DAD ADOPTION PROMOTION SERVICES	650,000		
113	FAMILY SUPPORT SERVICES OF NORTH FLORIDA	250,000		
114	FIRE ALARM REPLACEMENT - SOUTH FLORIDA STATE HOSPITAL	747,610		
115	FLAGLER COUNTY MENTAL HEALTH DROP-IN CENTER			245,000
116	FLAGLER HEALTH - BEHAVIORAL HEALTH SERVICES	1,250,000		
117	FLORIDA ALLIANCE OF BOYS AND GIRLS CLUBS - YOUTH OPIOID PREVENTION PROGRAM			1,000,000
118	FLORIDA PLANNING, ACCOUNTING, AND LEDGER MANAGEMENT (PALM) READINESS	900,000		
119	FLORIDA RECOVERY SCHOOLS - YOUTH BEHAVIORAL HEALTH WRAPAROUND SERVICES	200,000		
120	FLORIDA SAFE FAMILIES NETWORK CLOUD MAINTENANCE AND OPERATIONAL EXPENSES	1,595,030		1,368,332
121	FOSTER CARE WRAP AROUND SERVICES AND JAIL DIVERSION PROGRAM	300,500		
122	FT. MYERS SALVATION ARMY PROVIDING BEHAVIOR HEALTH SERVICES	300,000		
123	FUNDING FOR CHILD WELFARE BEST PRACTICES	2,500,000		
124	GATEWAY COMMUNITY SERVICES - PROJECT SAVES LIVES	747,582		
125	GRACE LANDING CHILD WELFARE WRAP-AROUND SERVICES	200,000		
126	GRANTS AND AIDS - FIXED CAPITAL OUTLAY	8,681,230		
127	HERE'S HELP - SPECIALIZED OPIOID TREATMENT AND RESIDENTIAL SUBSTANCE ABUSE TRAINING PROGRAM	250,000		
128	HIGH RISK FOSTER CARE YOUTH ADVOCATE PROGRAM	250,000		
129	HILLSBOROUGH COUNTY - BAKER ACT CRISIS STABILIZATION UNIT	1,500,000		
130	HOPE MISSION CENTER - MIAMI-DADE	100,000		
131	HOUSING FIRST FOR PERSONS WITH MENTAL ILLNESS	562,000		
132	HURRICANE MICHAEL DISASTER RESPONSE AUTHORITY REQUEST			1,442,256

**Fiscal Year 2021-22 Nonrecurring Appropriations
Adjusted for Vetoes, Supplementals (Including Special Session A)**

Row#	Agency/Issue Title	General Revenue	State Trust Funds	Federal Trust Funds
133	INCREASE IN COMMUNITY MENTAL HEALTH BLOCK GRANT			23,138,253
134	LADIES LEARNING TO LEAD	100,000		
135	LEGAL SETTLEMENT FUNDS FOR ABATEMENT OF THE OPIOID EPIDEMIC	11,267,851		
136	LIFESTREAM BEHAVIORAL CENTER CENTRAL RECEIVING SYSTEM - CITRUS	1,500,000		
137	LIFESTREAM CRISIS STABILIZATION UNIT	1,100,000		
138	LONG ACTING INJECTABLE BUPRENORPHINE PILOT PROGRAM - BROWARD			158,184
139	MAINTENANCE AND REPAIR	210,673		
140	MARION COUNTY LAW ENFORCEMENT CO-RESPONDER PROGRAM	150,000		
141	MEMORIAL REGIONAL HOSPITAL MATERNAL ADDICTION TREATMENT PROGRAM			500,000
142	MENTAL HEALTH AND SUBSTANCE ABUSE PRETRIAL DIVERSION PROGRAM - OKALOOSA AND WALTON COUNTIES	200,000		
143	MENTAL HEALTH ASSOCIATION - WALK IN AND COUNSELING CENTER - INDIAN RIVER	300,000		
144	MIAMI BRIDGE - HOST HOMES FOR YOUTH	100,000		
145	MIRACLES OUTREACH COMMUNITY ALTERNATIVE EDUCATION SERVICES	100,000		
146	MOTIVATIONAL INTERVIEWING			1,200,000
147	MULTIDISCIPLINARY STAFFING TEAM AND CASE CONSULTATION	342,496		
148	NORTHWEST BEHAVIORAL HEALTH SERVICES	100,000		
149	ONE MORE CHILD - ANTI TRAFFICKING PROGRAM	400,000		
150	ONE MORE CHILD - CHILD WELFARE SERVICES	250,000		
151	PEACE RIVER CENTER SHERIFF'S OUTREACH PROGRAM	850,000		
152	PERSONAL ENRICHMENT MENTAL HEALTH SERVICES CRISIS STABILIZATION UNIT	750,000		
153	PLACE OF HOPE PROVIDING CHILD WELFARE SERVICES	250,000		
154	PRESCHOOL DEVELOPMENT BIRTH THROUGH FIVE GRANT AWARD			773,800
155	PROJECT OPIOID, INC. - FLORIDA OPIOID CRISIS PILOT PROJECT			200,000
156	PROMOTING SAFE AND STABLE FAMILIES (PSSF) PROGRAM			5,028,565
157	SEMINOLE COUNTY SHERIFF - SUBSTANCE ABUSE RECOVERY CENTER	400,000		
158	SPECIALIZED TREATMENT, EDUCATION & PREVENTION SERVICES (STEPS) - SUBSTANCE ABUSE SERVICES			500,000
159	ST. JOHNS EPIC RECOVERY CENTER - DETOXIFICATION AND RESIDENTIAL TREATMENT BED CAPACITY	500,000		
160	STARTING POINT BEHAVIORAL HEALTH CARE PROJECT TALKS	400,000		
161	STATE OPIOID RESPONSE GRANT - CARRY FORWARD OF PRIOR YEAR GRANT AWARD BALANCE			41,304,500
162	STATE OPIOID RESPONSE GRANT BUDGET AUTHORITY REQUEST			117,117,716
163	STEWART-MARCHMAN BEHAVIORAL HEALTHCARE			1,250,000
164	SUBSTANCE ABUSE AND MENTAL HEALTH (SAMH) BLOCK GRANT			80,573,485
165	SUBSTANCE ABUSE AND MENTAL HEALTH COVID-19 EMERGENCY RESPONSE GRANT			2,859,403
166	SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) FEDERAL DISALLOWANCE	17,500,000		
167	TRANSITION FUNDING TO ASSIST STATES WITH IMPLEMENTATION OF FAMILY FIRST PREVENTION SERVICES ACT			11,200,000
168	UNIVERSITY OF FLORIDA HEALTH CENTER FOR PSYCHIATRY			500,000
169	VICTORY FOR YOUTH	250,000		
170	4KIDS FOSTER PARENT RECRUITMENT PROJECT	750,000		
171	Total	91,514,166	0	328,197,675
172	DEPARTMENT OF CITRUS			

**Fiscal Year 2021-22 Nonrecurring Appropriations
Adjusted for Vetoes, Supplementals (Including Special Session A)**

Row#	Agency/Issue Title	General Revenue	State Trust Funds	Federal Trust Funds
173	CITRUS RECOVERY PROGRAM	12,000,000		
174	Total	12,000,000	0	0
175	DEPARTMENT OF CORRECTIONS			
176	BASIC RECRUIT ACADEMY REDESIGN	44,290		
177	BREVARD REENTRY PORTAL	612,500		
178	CHILDREN OF INMATES: FAMILY STRENGTHENING/REUNITE	250,000		
179	ENHANCED OFFENDER REHABILITATION PROGRAM		2,961,680	
180	HOME BUILDERS INSTITUTE (HBI) - BUILDING CAREERS FOR RETURNING CITIZENS	900,000		
181	INFORMATION TECHNOLOGY SERVICES PROVIDED TO THE FLORIDA COMMISSION ON OFFENDER REVIEW		300,000	
182	MAINTENANCE AND REPAIR	15,432,792		
183	NSPIRE INTERRUPTERS PROGRAM	230,000		
184	OPERATION NEW HOPE'S READY4WORK RE-ENTRY	1,500,000		
185	RE-ENTRY ALLIANCE PENSACOLA (REAP) - ESCAMBIA COUNTY RE-ENTRY	300,000		
186	RE-ENTRY ALLIANCE PENSACOLA (REAP) - SANTA ROSA RE-ENTRY	100,000		
187	READY4WORK REENTRY - HILLSBOROUGH	500,000		
188	REPLACEMENT OF CRITICAL TRANSPORT VEHICLES		1,000,000	
189	RESTORE REENTRY PROGRAM	500,000		
190	SHAPING SUCCESS FOR WOMEN: A GENDER RESPONSIVE REENTRY APPROACH	250,000		
191	SPECIAL PURPOSE - FIXED CAPITAL OUTLAY	7,850,000		
192	STAFFING TO SUPPORT STATUTORY CHANGES	1,133,163		
193	WESTCARE FLORIDA GULFCOAST	250,000		
194	8.5 HOUR SHIFT	489,500		
195	Total	30,342,245	4,261,680	0
196	DEPARTMENT OF ECONOMIC OPPORTUNITY			
197	AFFORDABLE HOUSING PROGRAMS		62,500,000	
198	BROADBAND INTERNET INFRASTRUCTURE - CH 2021-24, LOF (HB 1239)	1,500,000		
199	BUSINESS INITIATIVE PROJECTS	1,250,000		
200	COMMUNITY PLANNING LITIGATION - PROVIDE FUNDING TO CONTRACT WITH THE ATTORNEY GENERAL'S OFFICE			120,000
201	CONSUMER-FIRST WORKFORCE SYSTEM	2,000,000		
202	ECONOMIC DEVELOPMENT TOOLS	9,100,000	11,400,000	
203	EVERGLADES RESTORATION AGRICULTURAL COMMUNITY TRAINING PROGRAM	750,000		
204	FUND SHIFT - TOURISM PROMOTION TRUST FUND TO SEED - ADD		3,000,000	
205	FUND SHIFT - TOURISM PROMOTION TRUST FUND TO SEED - DEDUCT		-3,000,000	
206	GRANTS AND AIDS - FIXED CAPITAL OUTLAY	21,496,675	1,600,000	
207	HOUSING AND COMMUNITY DEVELOPMENT PROJECTS	220,000		
208	MAINTENANCE AND REPAIR		810,000	
209	NON-CUSTODIAL PARENT EMPLOYMENT PROGRAM	250,000		
210	PROVIDE ADDITIONAL STAFFING FOR BUREAU OF ECONOMIC SELF-SUFFICIENCY			656,008
211	PROVIDE ADDITIONAL STAFFING FOR BUREAU OF SMALL CITIES AND RURAL COMMUNITIES			231,160
212	PROVIDE ADDITIONAL STAFFING FOR DISASTER RECOVERY			619,305
213	PROVIDE ADDITIONAL STAFFING FOR OFFICE OF SMALL BUSINESS AND MINORITY BUSINESS CAPITAL			11,685
214	REEMPLOYMENT ASSISTANCE CONTINUING OPERATIONS	56,600,000		
215	REEMPLOYMENT ASSISTANCE MODERNIZATION	36,000,000		
216	SPACE FLORIDA - FINANCING PROGRAM FOR AEROSPACE INDUSTRY	6,000,000		
217	STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM		146,700,000	

**Fiscal Year 2021-22 Nonrecurring Appropriations
Adjusted for Vetoes, Supplementals (Including Special Session A)**

Row#	Agency/Issue Title	General Revenue	State Trust Funds	Federal Trust Funds
218	VISIT FLORIDA - REDIRECT RECURRING APPROPRIATIONS TO NON-RECURRING		50,000,000	
219	WORKFORCE PROJECTS	3,380,000		
220	Total	138,546,675	273,010,000	1,638,158
221	DEPARTMENT OF EDUCATION			
222	ACADEMIC TOURNEY	150,000		
223	ADDITIONAL FEDERAL FUND AVAILABILITY			3,024,161,873
224	AFTER SCHOOL ALL STARS	1,000,000		
225	ALL PRO DAD/FAMILY FIRST	1,200,000		
226	ARC BROWARD SKILLS TRAINING - ADULTS WITH DISABILITIES	350,000		
227	BEST BUDDIES	350,000		
228	BIG BROTHERS-BIG SISTERS	500,000		
229	BOCA RATON HABILITATION CENTER	200,000		
230	BRAIN BAG EARLY LITERACY PROGRAM	115,000		
231	BREAKTHROUGH MIAMI	500,000		
232	BREVARD ACHIEVEMENT CENTER - BREVARD ADULTS WITH DISABILITIES	199,714		
233	BRIDGING THE GAP IN EMPLOYMENT OF YOUNG ADULTS WITH UNIQUE ABILITIES	200,000		
234	COMMUNITY TRANSITION SERVICES FOR ADULTS WITH DISABILITIES	450,000		
235	DAYTONA STATE COLLEGE - CRITICAL NURSING AND HEALTH SCIENCES IN FLAGLER COUNTY	200,000		
236	EARLY LEARNING AND EARLY GRADES SUCCESS			7,500,000
237	EDUCATION CAPITAL PROJECTS	78,545,610	106,835,647	
238	EDUCATIONAL OPPORTUNITIES LEADING TO EMPLOYMENT - CH. 2021-162, LOF (SB 366)	2,000,000		
239	EMBRY-RIDDLE - CENTER OF AEROSPACE RESILIENCE	750,000		
240	ENHANCED FIELD SYSTEM MODERNIZATION PROJECT STAFF AUGMENTATION SERVICES			1,479,060
241	FAMILY CAFE	600,000		
242	FIRST TEE FOUNDATION - COMPREHENSIVE HEALTH AND MENTORING PROGRAM FOR DISABLED AND AT RISK YOUTH (CHAMP)	350,000		
243	FLORIDA ASSOCIATION OF AGENCIES SERVING THE BLIND	400,000		
244	FLORIDA ASSOCIATION OF DISTRICTS SUPERINTENDENTS TRAINING	500,000		
245	FLORIDA EDUCATION FINANCE PROGRAM	-329,678,736	329,678,736	
246	FLORIDA MEDAL OF HONOR MEMORIAL	250,000		
247	FLORIDA READING CORPS	600,000		
248	FLORIDA TECH - BIOMEDICAL AEROSPACE MANUFACTURING MULTIPLIER (BAMX)	2,000,000		
249	FLORIDA YOUTH LEADERSHIP, MENTORING AND CHARACTER EDUCATION PILOT	475,000		
250	FLORIDIANS WITH DISABILITIES GET BACK TO WORK	260,000		
251	FUND SHIFT FROM GENERAL REVENUE TO FEDERAL GRANTS TRUST FUND	-36,377,873		36,377,873
252	HERNANDO SCHOOL DISTRICT - NATURE COAST TECHNICAL CRIMINAL JUSTICE PROGRAM	150,000		
253	HOLOCAUST MEMORIAL MIAMI BEACH	333,499		
254	INCLUSIVE TRANSITION AND EMPLOYMENT MANAGEMENT PROGRAM (ITEM)	400,000		
255	JACKSONVILLE SCHOOL FOR AUTISM - STRATEGIES AND TECHNIQUES FOR EFFECTIVE PRACTICE (STEP) PROGRAM	250,000		
256	KID'S C.O.D.E. (CREATIVE ONLINE DEVELOPMENTAL EDUCATION)	185,000		
257	LEARNING THROUGH LISTENING	150,000		
258	LIBERTY COUNTY SCHOOL DISTRICT - LIBERTY COUNTY HIGH SCHOOL NEW VOCATIONAL PROGRAM	150,000		

**Fiscal Year 2021-22 Nonrecurring Appropriations
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Row#	Agency/Issue Title	General Revenue	State Trust Funds	Federal Trust Funds
259	LIGHTHOUSE FOR THE BLIND - COLLIER	90,000		
260	LOTUS HOUSE WOMEN'S EMPLOYMENT AND EDUCATION PROGRAM	100,000		
261	MAINTENANCE AND REPAIR		182,864,353	
262	MANATEE SCHOOLS SCIENCE, TECHNOLOGY, ENGINEERING AND MATHEMATICS (STEM) CAREER PATHWAYS PILOT	950,000		
263	NATIONAL FLIGHT ACADEMY	421,495		
264	NEW WORLD SCHOOL OF THE ARTS	500,000		
265	NORTHEAST FLORIDA 21ST CENTURY WORKFORCE DEVELOPMENT	975,000		
266	NUMBER ONE STANDARDS PROFESSIONAL DEVELOPMENT	1,500,000		
267	OASIS CHARTER SCHOOLS STEM MAKERSPACE INITIATIVE	350,000		
268	OPEN DOOR GRANT PROGRAM			35,000,000
269	PARTNERSHIP FOR SCHOOL READINESS - HOME INSTRUCTION PROGRAM FOR PRE SCHOOL YOUNGSTERS (HIPPIY)		2,500,000	
270	PARTNERSHIP FOR SCHOOL READINESS - TEACHER EDUCATION AND COMPENSATION HELPS (T.E.A.C.H.)			7,000,000
271	PARTNERSHIP FOR SCHOOL READINESS - TEACHER TRAINING			3,000,000
272	PATHWAYS TO A CAREER OPPORTUNITY (PCO) GRANTS	8,252		
273	PEPIN ACADEMIES FOUNDATION	1,610,246		
274	REALIGNMENT OF FUNDING FROM RECURRING TO NONRECURRING FOR EFFECTIVE ACCESS TO STUDENT EDUCATION GRANTS	33,918,699		
275	RENEWED MINDS EDUCATIONAL ENRICHMENT PROGRAM	300,000		
276	REPLACE RECURRING APPROPRIATIONS WITH NONRECURRING	7,600,000		106,722,910
277	RESTORE NONRECURRING - SCHOOL READINESS- FRAUD RESTITUTION			950,000
278	SAFER, SMARTER SCHOOLS	2,000,000		
279	SAINT LEO UNIVERSITY - ROBOTICS BACHELOR'S DEGREE AND MICRO-CREDENTIALS PROGRAM	1,000,000		
280	SAINT PETERSBURG COLLEGE - LAW ENFORCEMENT SIMULATION CITY	510,000		
281	SCHOOL BOND ISSUANCE DATA BASE	670,223		
282	SCHOOL DISTRICT INTENSIVE READING INITIATIVE PILOT	3,469,355		
283	SCHOOL DISTRICT MATCHING GRANTS PROGRAM	1,000,000		
284	SCHOOL READINESS			12,000,000
285	SCHOOLS OF HOPE	20,000,000		
286	SECURITY FUNDING IN JEWISH DAY SCHOOLS	3,500,000		
287	SEED SCHOOL OF MIAMI	1,965,729		
288	SEMINOLE STATE COLLEGE - CONSTRUCTION TRADES PROGRAM	250,000		
289	SMART HORIZONS ONLINE CAREER EDUCATION	700,000		
290	SOUTH FLORIDA STATE COLLEGE CLINICAL IMMERSION CENTER	1,000,000		
291	SPECIAL OLYMPICS	250,000		
292	STATE ALLIANCE OF YMCAS	500,000		
293	STAY KIDSAFE! ELEMENTARY SAFETY EDUCATION AND HUMAN TRAFFICKING PREVENTION	184,760		
294	STUDENT LITERACY			14,500,000
295	TALLAHASSEE COMMUNITY COLLEGE - NURSING PROGRAM EXPANSION	500,000		
296	TEMPLE ISRAEL SECURITY INITIATIVE	180,000		
297	THE FLORIDA CIVICS AND DEBATE INITIATIVE	500,000		
298	THE OVERTOWN YOUTH CENTER	1,000,000		
299	THE WOW CENTER OF MIAMI	250,000		
300	WAYNE BARTON STUDY CENTER AFTER SCHOOL PROGRAM	300,000		
301	WEST TECH EDUCATION CENTER ADULT VOCATIONAL TRAINING	426,857		
302	WOMEN OF TOMORROW MENTOR AND SCHOLARSHIP PROGRAM	500,000		
303	WORKFORCE DEVELOPMENT METRICS DASHBOARD	8,252		

**Fiscal Year 2021-22 Nonrecurring Appropriations
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Row#	Agency/Issue Title	General Revenue	State Trust Funds	Federal Trust Funds
304	YMCA YOUTH IN GOVERNMENT	200,000		
305	Total	-183,103,918	621,878,736	3,248,691,716
306	DEPARTMENT OF ELDER AFFAIRS			
307	ALZHEIMER'S COMMUNITY CARE, INC.	250,000		
308	ALZHEIMER'S MEMORY MOBILE	319,000		
309	BRAIN BANK - ALZHEIMER'S DISEASE RESEARCH - MOUNT SINAI	500,000		
310	CITY OF HIALEAH - MEALS PROGRAM	1,650,000		
311	CITY OF HIALEAH GARDENS - HOT MEALS	292,000		
312	CITY OF MIAMI SPRINGS SENIOR CENTER	215,000		
313	CITY OF WEST PARK - SENIOR PROGRAMMING	100,000		
314	CLIENT INFORMATION AND REGISTRATION TRACKING SYSTEM PROJECT IMPLEMENTATION	862,920		887,779
315	DAVID POSNACK JEWISH COMMUNITY CENTER - SENIOR KOSHER MEAL PROGRAM	149,537		
316	DEERFIELD BEACH DAY CARE CENTER	250,000		
317	GRANTS AND AIDS - FIXED CAPITAL OUTLAY	4,000,000		
318	JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA	400,000		
319	LAUDERDALE LAKES ALZHEIMER'S CARE CENTER	250,000		
320	NAPLES SENIOR CENTER DEMENTIA RESPITE SUPPORT PROGRAM	75,000		
321	NORTH EAST FLORIDA SENIOR HOME DELIVERED MEALS PROGRAM	400,000		
322	NORTH MIAMI FOUNDATION FOR SENIOR CITIZENS SERVICES, INC.	250,000		
323	TRANSFER BUDGET AUTHORITY TO FUND THE ENTERPRISE CLIENT INFORMATION AND REGISTRATION TRACKING SYSTEM PROJECT - ADD			937,584
324	TRANSFER BUDGET AUTHORITY TO FUND THE ENTERPRISE CLIENT INFORMATION AND REGISTRATION TRACKING SYSTEM PROJECT - DEDUCT			-937,584
325	Total	9,963,457	0	887,779
326	DEPARTMENT OF ENVIRONMENTAL PROTECTION			
327	CARYSFORT MARINA RESTORATION PROJECT		109,063	
328	ENVIRONMENTAL PROJECTS	178,430,283	665,557,627	378,772,603
329	FLORIDA PLANNING, ACCOUNTING, AND LEDGER MANAGEMENT (PALM) READINESS		792,034	
330	GRANTS AND AIDS - FIXED CAPITAL OUTLAY	3,592,595	1,998,100	16,094,420
331	INCREASE OPERATIONAL FUNDS FOR WATER MANAGEMENT DISTRICTS		4,000,000	
332	LAND ACQUISITION		100,000,000	
333	LOGGERHEAD MARINELIFE CENTER IMPROVING WATER QUALITY & COASTLINE CLEANLINESS IN PALM BEACH COUNTY	249,779		
334	MAINTENANCE AND REPAIR		50,716,500	
335	MONROE COUNTY REEF PROTECTION	1,000,000		
336	OCEANOGRAPHIC RESEARCH AND CONSERVATION ASSOCIATION (ORCA) KILROY MONITORING	500,000		
337	RECLAIMED WATER PROGRAM		40,032	
338	RESILIENT FLORIDA PROGRAM		391,047	
339	RESTORE RESILIENT PLANNING GRANTS AS NONRECURRING	2,001,563		
340	TRANSFER ENVIRONMENTAL HEALTH PROGRAMS TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION		22,202	
341	WASTEWATER GRANT PROGRAM		31,136	
342	WATER QUALITY IMPROVEMENTS	10,800,000		
343	Total	196,574,220	823,657,741	394,867,023
344	DEPARTMENT OF FINANCIAL SERVICES			
345	DIVISION OF INSURANCE FRAUD - ADDITIONAL RESOURCES FOR TARGETED INVESTIGATION OF CRIMINAL ACTIVITY		897,885	
346	FLAIR REPLACEMENT		27,979,267	

**Fiscal Year 2021-22 Nonrecurring Appropriations
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Row#	Agency/Issue Title	General Revenue	State Trust Funds	Federal Trust Funds
347	FLORIDA PLANNING, ACCOUNTING, AND LEDGER MANAGEMENT (PALM) READINESS		2,930,412	
348	GRANTS AND AIDS - FIXED CAPITAL OUTLAY		7,599,299	
349	GRANTS AND AIDS LOCAL GOVERNMENT FIRE SERVICES		3,655,340	
350	INFORMATION TECHNOLOGY INFRASTRUCTURE REPLACEMENT		359,054	
351	INSURANCE FRAUD - FINANCIAL CRIMES, LEADERSHIP, AND BEST PRACTICES TRAINING FOR LAW ENFORCEMENT PERSONNEL		290,050	
352	MAINTENANCE AND REPAIR		270,000	
353	PLANNING, ACCOUNTING, AND LEDGER MANAGEMENT CONTRACT CONTINGENCY		1,500,000	
354	SPECIAL PURPOSE - FIXED CAPITAL OUTLAY		250,000	
355	STATE URBAN SEARCH AND RESCUE TRAINING PROGRAM		500,000	
356	TRANSFER TO UNIVERSITY OF MIAMI - SYLVESTER COMPREHENSIVE CANCER CENTER - FLORIDA FIREFIGHTER CANCER RESEARCH	2,000,000		
357	Total	2,000,000	46,231,307	0
358	FISH AND WILDLIFE CONSERVATION COMMISSION			
359	ADDITIONAL EQUIPMENT - MOTOR VEHICLES			459,861
360	FINAL NATURAL RESOURCE DAMAGE RESTORATION - DEEPWATER HORIZON OIL SPILL		1,883,278	
361	FISH AND WILDLIFE RESEARCH INSTITUTE CONTRACTS AND GRANTS		228,624	768,672
362	FLORIDA PLANNING, ACCOUNTING, AND LEDGER MANAGEMENT (PALM) READINESS		765,360	
363	GRANTS AND AIDS - FIXED CAPITAL OUTLAY	4,500,000	13,750,013	4,200,000
364	HURRICANE IRMA MARINE FISHERIES DISASTER RECOVERY			2,927,209
365	INCREASE FUNDING FOR CRIMINAL JUSTICE INCENTIVE PAY		100,000	
366	INCREASE FUNDING FOR DIVISION OF LAW ENFORCEMENT LEAVE PAYOUTS		500,000	
367	LAND ACQUISITION			4,590,000
368	LAW ENFORCEMENT CONTRACTS AND GRANTS			2,162,260
369	LAW ENFORCEMENT FIELD OFFICERS LAPTOP COMPUTERS		500,000	
370	MAINTENANCE AND REPAIR		1,793,078	
371	MOTE MARINE CRITICAL MARINE HABITAT RESTORATION	1,000,000		
372	NATIONAL FISH AND WILDLIFE FOUNDATION PROJECTS - APALACHICOLA BAY OYSTER RESTORATION		1,173,955	
373	NATIONAL FISH AND WILDLIFE FOUNDATION PROJECTS - DEEPWATER HORIZON OIL SPILL		404,986	
374	REPLACEMENT EQUIPMENT - BOATS, MOTORS, AND TRAILERS	890,000	900,000	
375	REPLACEMENT EQUIPMENT - HEAVY DUTY MOTOR VEHICLES		790,000	
376	REPLACEMENT OF PATROL VEHICLES	2,100,000	1,400,000	
377	SPECIAL PURPOSE - MANATEE HABITAT, MARINE RECOVERY, AND FIXED CAPITAL OUTLAY	8,000,000	10,853,572	
378	Total	16,490,000	35,042,866	15,108,002
379	FLORIDA COMMISSION ON OFFENDER REVIEW			
380	INFORMATION TECHNOLOGY (IT) SERVICES PROVIDED BY DEPARTMENT OF CORRECTIONS	300,000		
381	Total	300,000	0	0
382	FLORIDA GAMING CONTROL COMMISSION			
383	FLORIDA GAMING CONTROL COMMISSION - SB 4A	2,000,000		
384	Total	2,000,000	0	0
385	EXECUTIVE OFFICE OF THE GOVERNOR			
386	CORONAVIRUS (COVID-19) - STATE OPERATIONS - ASSISTANCE	7,500,000		
387	DISASTER RECOVERY PREPAREDNESS AND PROTECTIVE MEASURES	1,066,619		
388	GRANTS AND AIDS - FIXED CAPITAL OUTLAY	2,650,000		
389	OFFICE OF REIMAGINING EDUCATION AND CAREER HELP	32,623		

**Fiscal Year 2021-22 Nonrecurring Appropriations
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Row#	Agency/Issue Title	General Revenue	State Trust Funds	Federal Trust Funds
390	OPEN FEDERALLY DECLARED DISASTERS - FUNDING TO COMMUNITIES		100,598,744	1,348,654,037
391	OPEN FEDERALLY DECLARED DISASTERS - STATE OPERATIONS		86,817,352	37,996,417
392	Total	11,249,242	187,416,096	1,386,650,454
393	DEPARTMENT OF HEALTH			
394	AGAPE COMMUNITY HEALTH CENTER - DUVAL COUNTY	375,000		
395	ANDREWS REGENERATIVE MEDICINE CENTER	500,000		
396	AUDITORY-ORAL SERVICES FOR CHILDREN WITH HEARING LOSS	875,000		
397	BAPTIST HEALTH RESEARCH INSTITUTE FAMILIAL SCREENING FOR BRAIN ANEURYSMS	250,000		
398	BITNER/PLANTE AMYOTROPHIC LATERAL SCLEROSIS INITIATIVE	1,000,000		
399	BROWARD CHILDREN'S CENTER MEDICALLY COMPLEX YOUNG ADULTS	250,000		
400	CHILDREN'S MEDICAL SERVICES - EARLY STEPS ADMINISTRATIVE SYSTEM			1,234,819
401	EARLY STEPS PROGRAM STATE SYSTEMIC IMPROVEMENT PLAN (SSIP)			664,500
402	EPILEPSY SERVICES PROGRAM	144,000		
403	FETAL ALCOHOL SPECTRUM DISORDER PROGRAM	275,000		
404	FLORIDA DENTAL ASSOCIATION FLORIDA MISSION OF MERCY	225,000		
405	FLORIDA NURSES ASSOCIATION	800,000		
406	FLORIDA PLANNING, ACCOUNTING, AND LEDGER MANAGEMENT (PALM) READINESS		410,419	
407	FLORIDA POISON INFORMATION CENTER NETWORK (FPICN)	250,000		
408	FOUNDATION FOR SICKLE CELL DISEASE RESEARCH	250,000		
409	GENETIC COUNSELING - CH. 2021-133, LOF (SB 1770)		4,429	
410	GRANTS AND AIDS - FIXED CAPITAL OUTLAY	450,000		
411	HEIKEN CHILDREN'S VISION PROGRAM	125,000		
412	INFORMATION TECHNOLOGY - ACCOUNTING AND BUDGETING SYSTEM			1,444,555
413	KEYS AREA HEALTH EDUCATION CENTER - MONROE COUNTY CHILDREN'S HEALTH CENTER	500,000		
414	LIVE LIKE BELLA CHILDHOOD CANCER FOUNDATION	500,000		
415	LOCAL HEALTH PLANNING COUNCIL INCREASE		2,334,277	
416	MEDICAL QUALITY ASSURANCE - ARTIFICIAL INTELLIGENCE CUSTOMER SERVICE SOLUTION		4,018,800	
417	MIAMI PROJECT TO CURE PARALYSIS	1,000,000		
418	MOBILE HEALTH UNIT - GADSDEN	400,000		
419	NOVA SOUTHEASTERN UNIVERSITY - CLINIC-BASED SERVICE OUTREACH	3,500,000		
420	NURSE-FAMILY PARTNERSHIP PROGRAM	750,000		
421	OFFICE OF MEDICAL MARIJUANA USE INFORMATION TECHNOLOGY SYSTEMS		4,442,239	
422	ST. JOHN BOSCO CLINIC	300,000		
423	ST. JOSEPH'S CHILDREN'S HOSPITAL	300,000		
424	STRENGTHENING THE STATE'S MINORITY HEALTH AND HEALTH EQUITY INFRASTRUCTURE	126,886	109,170	
425	UNIVERSITY OF MIAMI - HUMAN IMMUNODEFICIENCY VIRUS/ACQUIRED IMMUNE DEFICIENCY SYNDROME (HIV/AIDS) RESEARCH	250,000		
426	UNIVERSITY OF MIAMI MILLER SCHOOL OF MEDICINE - FLORIDA STROKE REGISTRY	1,000,000		
427	WORKLOAD - BUREAU OF PUBLIC HEALTH LABORATORIES - ONBOARDING MEDICAL MARIJUANA TESTING		2,017,134	
428	WORKLOAD - OFFICE OF MEDICAL MARIJUANA USE		2,810,677	
429	Total	14,395,886	16,147,145	3,343,874
430	DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES			
431	APPLICATION CLOUD ENVIRONMENT		5,587,407	

**Fiscal Year 2021-22 Nonrecurring Appropriations
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Row#	Agency/Issue Title	General Revenue	State Trust Funds	Federal Trust Funds
432	CONTINUE FUNDING FOR THE 2020 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM (CESF) FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE)			3,633,568
433	MAINTENANCE AND REPAIR		1,127,244	
434	MOTORIST MODERNIZATION PHASE II		10,496,280	
435	NETWORK SECURITY - MULTI FACTOR AUTHENTICATION SOLUTION		281,500	
436	Total	0	17,492,431	3,633,568
437	JUSTICE ADMINISTRATION			
438	ADDITIONAL EQUIPMENT		161,950	
439	CLERKS OF COURT PANDEMIC RECOVERY PLAN	6,250,000		
440	INCREASE TRUST FUND AUTHORITY		2,777	
441	INFORMATION TECHNOLOGY INFRASTRUCTURE REPLACEMENT	43,091		
442	REPLACEMENT OF MOTOR VEHICLES		1,573,580	
443	TRIAL COURTS PANDEMIC RECOVERY PLAN		1,300,000	
444	Total	6,293,091	3,038,307	0
445	DEPARTMENT OF JUVENILE JUSTICE			
446	AMIKIDS PREVENTION PROGRAMS	1,000,000		
447	BOYS AND GIRLS CLUB	2,325,000		
448	CLAY COUNTY YOUTH ALTERNATIVE TO SECURED DETENTION (SWEAT PROGRAM)	135,000		
449	FLORIDA CHILDREN'S INITIATIVE	950,000		
450	FLORIDA PLANNING, ACCOUNTING, AND LEDGER MANAGEMENT (PALM) READINESS	99,092		
451	GIRL MATTERS CONTINUITY OF CARE PROGRAM	400,000		
452	GRANTS AND AIDS - FIXED CAPITAL OUTLAY	5,000,000		
453	HOPE STREET DIVERSION PROGRAM	250,000		
454	INCREASE BUDGET AUTHORITY IN THE GRANTS AND DONATIONS TRUST FUND		225,000	
455	INCREASED BUDGET AUTHORITY FOR FEDERAL GRANTS			375,777
456	INTEGRATED CARE AND COORDINATION FOR YOUTH	250,000		
457	JV'S FOUNDATION - YOUTH AGAINST CRIME PROGRAM	150,000		
458	MAINTENANCE AND REPAIR	3,000,000	1,850,000	
459	NASSAU COUNTY YOUTH ALTERNATIVES TO SECURED DETENTION (S.W.E.A.T.)	110,000		
460	NEW HORIZONS - AFTER SCHOOL AND WEEKEND REHABILITATION PROGRAM	300,000		
461	PARENTING WITH LOVE AND LIMITS	250,000		
462	PINELLAS COUNTY YOUTH ADVOCATE PROGRAM	500,000		
463	PRICE LEVEL INCREASE RESIDENTIAL PROGRAMS	1,000,000		
464	PRODIGY PROGRAM	250,000		
465	SUPPORT FACILITIES		750,000	
466	TALLAHASSEE TEMPO WORKFORCE TRAINING	250,000		
467	WAYMAN COMMUNITY DEVELOPMENT CORPORATION - AT RISK YOUTH SERVICES	150,000		
468	Total	16,369,092	2,825,000	375,777
469	DEPARTMENT OF LAW ENFORCEMENT			
470	ALZHEIMER'S PROJECT - BRINGING THE LOST HOME	200,000		
471	BROWARD COUNTY SHERIFFS OFFICE - CRIME CASES BACKLOG REDUCTION	114,480		
472	COMMUNITY, COPS, COURTS AND STATE ATTORNEY VIOLENT CRIME INTERVENTION	250,000		
473	CRIMINAL JUSTICE DATA TRANSPARENCY	1,250,000	2,977,443	
474	FLORIDA INCIDENT BASED REPORTING SYSTEM (FIBRS)	9,301,981		
475	FLORIDA UNIFORM ARREST AFFIDAVIT	8,713,201		
476	GRANTS AND AIDS - FIXED CAPITAL OUTLAY	2,725,000		
477	HILLSBOROUGH COUNTY SHERIFF'S OFFICE PORT TAMPA BAY SAFE BOAT	575,000		

**Fiscal Year 2021-22 Nonrecurring Appropriations
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Row#	Agency/Issue Title	General Revenue	State Trust Funds	Federal Trust Funds
478	INCREASE TRUST FUND AUTHORITY FOR TENANT BROKER COMMISSIONS		109,400	
479	JEFFERSON COUNTY SHERIFF'S OFFICE EMERGENCY COMMUNICATION SYSTEM	1,200,000		
480	MAINTENANCE AND REPAIR	4,451,201		
481	PENSACOLA REGIONAL OPERATIONS CENTER FACILITY		1,400,000	
482	PROJECT COLD CASE	150,000		
483	PURPLE ALERT - CH. 2021-93, LOF (SB 184)		92,790	
484	Total	28,930,863	4,579,633	0
485	DEPARTMENT OF LEGAL AFFAIRS			
486	AWARDS TO CLAIMANTS RESERVE GENERAL REVENUE TO SHORE UP VICTIMS ASSISTANCE PROGRAM	1,000,000		
487	BIG BROTHERS BIG SISTERS BIGS IN BLUE MENTORING PROJECT	750,000		
488	CHILDREN'S ADVOCACY CENTERS	500,000		
489	CREATED GAINESVILLE'S RESIDENTIAL PROGRAM	438,881		
490	CUBAN-AMERICAN BAR ASSOCIATION	250,000		
491	INCREASE BUDGET AUTHORITY FOR THE FEDERAL VICTIMS OF CRIME ACT ASSISTANCE GRANT PROGRAM			30,361,759
492	LEGAL SERVICES CLINIC OF THE PUERTO RICAN BAR ASSOCIATION, INC.	250,000		
493	NANCY J. COTTERMAN CENTER	225,000		
494	OPEN DOORS - VOICES FOR FLORIDA	1,534,365		
495	SELAH FREEDOM SEX TRAFFICKING AND EXPLOITATION VICTIMS PROGRAM	500,000		
496	THE NO MORE FOUNDATION HUMAN TRAFFICKING CAPACITY EXPANSION IN TAMPA BAY	250,000		
497	VIRGIL HAWKINS FLORIDA CHAPTER BAR ASSOCIATION	250,000		
498	Total	5,948,246	0	30,361,759
499	DEPARTMENT OF THE LOTTERY			
500	CLOUD INFRASTRUCTURE IMPLEMENTATION		90,000	
501	FLORIDA LOTTERY INDEPENDENT SECURITY AUDIT		250,000	
502	SECURITY CAMERA REPLACEMENT AT HEADQUARTERS BUILDING		82,200	
503	Total	0	422,200	0
504	DEPARTMENT OF MANAGEMENT SERVICES			
505	AUTOMATION SERVICES		2,000,000	
506	CODE CORRECTIONS	8,300,000		
507	COMMUNICATIONS SERVICES MIGRATION STAFF AUGMENTATION		674,160	
508	DOMESTIC SECURITY - FLORIDA INTEROPERABILITY NETWORK (FIN) INSUFFICIENT FUNDING	1,250,000		
509	DOMESTIC SECURITY - FLORIDA MUTUAL AID BUILD OUT (MAB) INSUFFICIENT FUNDING	412,000		
510	EMERGENCY 911 CALL ROUTING SYSTEM		5,000,000	
511	ENTERPRISE CYBERSECURITY RESILIENCY	30,000,000		
512	E911 NEXT GENERATION GRANT			1,815,088
513	GLADES COUNTY E-911 PUBLIC SAFETY FACILITY	900,000		
514	INCREASE CONTRACTED SERVICES STATEWIDE LAW ENFORCEMENT RADIO SYSTEM (SLERS)		3,500,000	
515	MAINTENANCE AND REPAIR	20,722,067	16,824,103	
516	MYFLORIDAMARKETPLACE		12,360,000	
517	REPLACEMENT OF STATEWIDE LAW ENFORCEMENT RADIO EQUIPMENT	951,034		
518	REPLACEMENT RADIOS FOR THE STATEWIDE LAW ENFORCEMENT RADIO SYSTEM - CH 2021-36, LOF, SEC 121	54,548,820		
519	STATE DATA CENTER MANAGED SERVICE PROVIDER TRANSITION	4,000,000		
520	STATEWIDE LAW ENFORCEMENT RADIO SYSTEM (SLERS) STAFF AUGMENTATION		1,500,000	
521	STATEWIDE LAW ENFORCEMENT RADIO SYSTEM UPGRADE - CH 2021-36, LOF, SEC 122	111,000,000		

**Fiscal Year 2021-22 Nonrecurring Appropriations
Adjusted for Vetoes, Supplementals (Including Special Session A)**

Row#	Agency/Issue Title	General Revenue	State Trust Funds	Federal Trust Funds
522	Total	232,083,921	41,858,263	1,815,088
523	DEPARTMENT OF MILITARY AFFAIRS			
524	ADDITIONAL EQUIPMENT - CAMP BLANDING			44,000
525	ADDITIONAL EQUIPMENT - COOPERATIVE AGREEMENT PROGRAM SUPPORT			507,000
526	INCREASE NATIONAL GUARD TUITION ASSISTANCE	1,000,000		
527	INFORMATION TECHNOLOGY INFRASTRUCTURE REPLACEMENT			18,000
528	MAINTENANCE AND REPAIR	6,800,000	400,000	
529	SPECIAL PURPOSE - FIXED CAPITAL OUTLAY	2,000,000		
530	WORKER COMPENSATION FOR STATE ACTIVE DUTY	179,475		
531	Total	9,979,475	400,000	569,000
532	PUBLIC SERVICE COMMISSION			
533	IMPLEMENTATION OF SENATE BILL 1944, HOUSE BILL 1567, OR SIMILAR LEGISLATION REGARDING REGULATION OF POLE ATTACHMENTS		145,635	
534	Total	0	145,635	0
535	DEPARTMENT OF REVENUE			
536	AID TO LOCAL GOVERNMENTS - AERIAL PHOTOGRAPHY/MAPPING	1,352,876		
537	CHILD SUPPORT ENFORCEMENT GUIDELINE SCHEDULE REVIEW		85,000	165,000
538	CYBERSECURITY ENHANCEMENT			250,000
539	FISCALLY CONSTRAINED COUNTIES - AD VALOREM TAX	32,185,335		
540	PROOF OF CONCEPT ORACLE DATABASE TO SAP HANA DATABASE IN CHILD SUPPORT AUTOMATED MANAGEMENT SYSTEM			2,305,795
541	PROPERTY TAX OVERSIGHT REAL PROPERTY APPRAISERS	26,688		
542	REPLACEMENT OF THE IMAGE MANAGEMENT SYSTEM			1,021,165
543	TAX ADMINISTRATION - CH 2021-31, LOF (HB 7061)	208,000		
544	Total	33,772,899	85,000	3,741,960
545	STATE COURT SYSTEM			
546	APPELLATE CASE MANAGEMENT SOLUTION		4,689,834	
547	CERTIFICATION OF ADDITIONAL JUDGEShips	23,540		
548	COMMUNITY COURT PROGRAM	88,000		
549	EARLY CHILDHOOD COURTS	250,000		
550	FUNDING FOR STATUTORILY AUTHORIZED JUDGEShips	51,788		
551	GRANTS AND AIDS - FIXED CAPITAL OUTLAY	1,087,500		
552	MAINTENANCE AND REPAIR		238,392	
553	SEMINOLE COUNTY JUVENILE DRUG COURT	250,000		
554	SPECIAL PURPOSE - BERNIE MCCABE SECOND DISTRICT COURT OF APPEAL NEW COURTHOUSE CONSTRUCTION	50,000,000		
555	TRIAL COURTS PANDEMIC RECOVERY PLAN		9,499,430	
556	Total	51,750,828	14,427,656	0
557	DEPARTMENT OF STATE			
558	CULTURAL AND MUSEUM GRANTS	23,559,539		
559	CULTURE BUILDS FLORIDA	3,524,096		
560	DEPARTMENT WIDE LITIGATION EXPENSES	500,000		
561	ELECTION LEGACY HARDWARE REPLACEMENT			1,986,000
562	FLORIDA AFRICAN-AMERICAN HERITAGE PRESERVATION NETWORK	720,000		
563	FLORIDA HOLOCAUST MUSEUM - ST. PETERSBURG	750,000		
564	FLORIDA HUMANITIES COUNCIL	500,000		
565	FLORIDA VOTER REGISTRATION SYSTEM HARDWARE REFRESH			1,500,000
566	GRANTS AND AIDS - FIXED CAPITAL OUTLAY	4,414,628		
567	HELP AMERICA VOTE ACT (HAVA) - 2020 ELECTION SECURITY GRANT FUNDING			3,000,000
568	HISTORIC PRESERVATION GRANTS	750,005		
569	HOLOCAUST DOCUMENTATION AND EDUCATION CENTER	507,000		
570	INCREASED FUNDING FOR STATE AID TO LIBRARIES			2,090,385
571	VOTER REGISTRATION ACTIVITIES			1,100,000

**Fiscal Year 2021-22 Nonrecurring Appropriations
Adjusted for Vetoes, Supplementals (Including Special Session A)**

Row#	Agency/Issue Title	General Revenue	State Trust Funds	Federal Trust Funds
572	Total	35,225,268	0	9,676,385
573	DEPARTMENT OF TRANSPORTATION			
574	CODE CORRECTIONS		5,560,477	
575	COMMUNICATION HARDWARE UPGRADES		1,987,783	
576	ENVIRONMENTAL PROJECTS		492,433	
577	FLORIDA PLANNING, ACCOUNTING, AND LEDGER MANAGEMENT (PALM) READINESS		2,000,000	
578	SECURE ACCESS MANAGEMENT		1,294,140	
579	TRANSPORTATION WORK PROGRAM		6,229,247,923	2,895,209,989
580	TRANSPORTATION WORK PROGRAM INTEGRATION INITIATIVE		2,500,000	
581	Total	0	6,243,082,756	2,895,209,989
582	STATE UNIVERSITY SYSTEM			
583	ALZHEIMER'S RESEARCH USING EXABLATE NEURO FOCUSED ULTRASOUND	4,500,000		
584	FLORIDA STATE UNIVERSITY - AMERICAN LEGION BOYS AND GIRLS STATE HOUSING	200,000		
585	INSTITUTE OF FOOD AND AGRICULTURAL SCIENCES (IFAS) RESEARCH AND EXTENSION WORKLOAD	1,437,630		
586	JOHNSON MATCHING GIFT PROGRAM	20,000		
587	NEW WORLDS READING INITIATIVE	75,000,000		
588	STATE INVESTMENT IN UNIVERSITY PERFORMANCE BASED INCENTIVES	265,000,000		
589	TAKE STOCK IN COLLEGE: DRAMATICALLY IMPROVING POST-SECONDARY	500,000		
590	UNIVERSITY OF CENTRAL FLORIDA - POST TRAUMATIC STRESS DISORDER CLINIC FOR FLORIDA VETERANS AND FIRST RESPONDERS	1,050,000		
591	UNIVERSITY OF FLORIDA HEALTH CENTER - ALZHEIMER'S AND DEMENTIA RESEARCH	2,500,000		
592	UNIVERSITY OF FLORIDA HEALTH CENTER - ADVANCED TRAINING OF PEDIATRIC CHILD ABUSE SPECIALISTS	300,000		
593	UNIVERSITY OF SOUTH FLORIDA ST. PETERSBURG - CITIZEN SCHOLAR PARTNERSHIP	306,176		
594	Total	350,813,806	0	0
595	DEPARTMENT OF VETERANS' AFFAIRS			
596	ADDITIONAL MEDICAL/NON-MEDICAL AND RECREATIONAL EQUIPMENT AND FURNITURE IN STATE VETERANS' HOMES	800,000		
597	ALTERNATIVE TREATMENT OPTIONS FOR VETERANS	200,000		
598	FIVE STAR VETERANS CENTER HOMELESS HOUSING AND REINTEGRATION PROJECT	250,000		
599	FLORIDA DEPARTMENT OF VETERANS' AFFAIRS, FLORIDA IS FOR VETERANS, INC., WORKFORCE TRAINING GRANT AID TO LOCAL GOVERNMENTS	1,300,000		
600	FLORIDA PLANNING, ACCOUNTING, AND LEDGER MANAGEMENT (PALM) READINESS	83,670		
601	FLORIDA VETERANS FOUNDATION	245,000		
602	FLORIDA VETERANS LEGAL HELPLINE	500,000		
603	GRANTS AND AIDS - FIXED CAPITAL OUTLAY	900,000		
604	INITIAL STAFFING AND START UP OPERATIONS FOR ARDIE R. COPAS, STATE VETERANS' NURSING HOME, ST. LUCIE COUNTY		1,579	602
605	INITIAL STAFFING AND START UP OPERATIONS FOR LAKE BALDWIN, STATE VETERANS' NURSING HOME, ORANGE COUNTY		1,273	485
606	K9S FOR WARRIORS	750,000		
607	MAINTENANCE AND REPAIR	785,000		
608	NORTHEAST FLORIDA FIRE WATCH	200,000		
609	QUANTUM LEAP FARM EQUINE ASSISTED THERAPY FOR VETERANS	120,778		

**Fiscal Year 2021-22 Nonrecurring Appropriations
Adjusted for Vetoes, Supplementals (Including Special Session A)**

Row#	Agency/Issue Title	General Revenue	State Trust Funds	Federal Trust Funds
610	REALIGNMENT OF OPERATIONS AND MAINTENANCE TRUST FUNDS/GENERAL REVENUE APPROPRIATIONS	19,260,312	-19,260,312	
611	SOF MISSIONS SUICIDE PREVENTION	150,000		
612	Total	25,544,760	-19,257,460	1,087
613	Grand Total	1,508,287,368	8,485,732,502	8,671,488,572

Note (see Row #s: 205, 245, 251, 324, and 610): Negative nonrecurring appropriations occur when it is intended that a reduction be a nonrecurring or one-time reduction to a recurring base appropriation resulting in the automatic restoration of the reduction in a subsequent year.

Vetoed Appropriations Fiscal Year 2021-22

Line #	Title	General Revenue	Trust Fund	Total
63	Florida Institute of Technology - Florida Tech - Restore Lagoon Inflow Research Project (Senate Form 1510) (HB 2197)	921,500	-	921,500
63	International Institute of Orthotics and Prosthetics Sustainable Expansion (Senate Form 1265) (HB 3503)	750,000	-	750,000
64 A	Flagler College - Hotel Ponce de Leon Preservation and Restoration (Senate Form 1260) (HB 3403)	250,000	-	250,000
72	Florida College to Congress Opportunity Scholarships (Senate Form 2079) (HB 2893)	250,000	-	250,000
82	Jack and Jill Children's Center - Economic Empowerment/Workforce Development Initiative (Senate Form 1197) (HB 2791)	650,000	-	650,000
106	Blue Mission Reach Program (Senate Form 1888) (HB 3601)	250,000	-	250,000
106	Focus Statewide Data Collection and Student Information Solution (Senate Form 2039) (HB 3479)	2,220,000	-	2,220,000
110	AMI Kids Career and Job Placement Program (Senate Form 1634) (HB 3705)	1,000,000	-	1,000,000
110	Arts for a Complete Education (Senate Form 1032) (HB 3285)	110,952	-	110,952
110	City of Delray Beach Learning Loss Recovery Tutorial Program (Senate Form 1309)	80,000	-	80,000
110	Coding in Color (Senate Form 1206) (HB 3169)	1,000,000	-	1,000,000
110	Community Based Post-COVID Acceleration Initiative (Senate Form 1251)	200,000	-	200,000
110	DUST - Developing Urban Sophisticated Technocrats (Senate Form 1875) (HB 3103)	250,000	-	250,000
110	Exploration of Culture and Humanities Options (ECHO) - Orlando (Senate Form 1777) (HB 3441)	350,000	-	350,000
110	Feeding Tampa Bay - FRESHforce Program (Senate Form 1303)	400,000	-	400,000
110	Florida Novice Teacher Professional Development (Senate Form 1378) (HB 3707)	275,000	-	275,000
110	Learning for Life (Senate Form 2074) (HB 2603)	500,000	-	500,000
110	Li'l Abner Foundation Programs (Senate Form 1889)	173,292	-	173,292
110	Linking Educational Assets for Readiness Now (LEARN) (Senate Form 1085) (HB 2149)	200,000	-	200,000
110	Mentoring Tomorrow's Leaders - Broward County Public Schools (Senate Form 1331) (HB 3545)	400,000	-	400,000
110	St. John's Schools Classrooms to Careers/Flagships (Senate Form 2053)	50,000	-	50,000
110	Summer Bridge Program in Hillsborough County Public Schools (Senate Form 1216) (HB 2033)	500,000	-	500,000
110	Tech Sassy Girlz (Senate Form 1424) (HB 3865)	100,000	-	100,000
110	The Florida Orchestra: Music Education for All (Senate Form 1576) (HB 3681)	600,000	-	600,000
110	Walton County and Ohana Institution Esports Program (Senate Form 2118) (HB 4083)	498,300	-	498,300
110	Youth at Risk (Senate Form 1013) (HB 4105)	275,000	-	275,000
113 A	Lafayette District Schools Safe and Secure Schools Electronic Access Control Key System (Senate Form 1749) (HB 3079)	400,000	-	400,000
114	Kids in Positive Places (Senate Form 2016) (HB 3311)	500,000	-	500,000
125	The Bridges Competitive Small Business Initiative (Senate Form 2095) (HB 3319)	350,000	-	350,000
129	Pasco-Hernando State College - Instructional and Performing Arts Center (Senate Form 1756) (HB 2683)	1,000,000	-	1,000,000
129	Saint Petersburg College - Midtown Campus Digital Inclusion and Enhancements (Senate Form 1419) (HB 3481)	674,484	-	674,484
129	State College of Florida, Manatee-Sarasota - Nursing Center of Excellence (Senate Form 1097)	250,000	-	250,000
129	Tallahassee Community College - Leon Works Expo and Junior Apprenticeship Program (Senate Form 1538) (HB 3355)	50,000	-	50,000
129	Valencia College - July in November The Story of the 1920 Ocoee Election Day Riots (Senate Form 1632)	1,000,000	-	1,000,000

Vetoed Appropriations Fiscal Year 2021-22

Line #	Title	General Revenue	Trust Fund	Total
145	Florida International University - The Washington Center Scholarships (Senate Form 1048) (HB 2217)	250,000	-	250,000
310 A	Centro Mater - Child Care Program (Senate Form 2002)	153,480	-	153,480
310 A	Florida Caregiving Youth Project Expansion (Senate Form 1232) (HB 2617)	250,000	-	250,000
310 A	The Lifeboat Project - Human Trafficking Victim Housing (Senate Form 1969) (HB 3959)	80,000	-	80,000
310 A	Twin Oaks - Waypoint Career and Technical College (Senate Form 1720) (HB 3257)	400,000	-	400,000
310 A	Voices for Children - Child Welfare Services (Senate Form 1262) (HB 3871)	100,000	-	100,000
345	Clara White Mission Daily Feeding Program (Senate Form 1501) (HB 2291)	200,000	-	200,000
345	Inmar Government Services - Public Assistance Mobile Technology Pilot (Senate Form 1829) (HB 3099)	250,000	-	250,000
345	Zebra Coalition - Youth Housing Project (Senate Form 1933) (HB 3657)	50,000	-	50,000
356 A	Grants And Aids To Local Governments And Nonstate Entities - Fixed Capital Outlay - Grants And Aids - Zebra Coalition Youth Transitional Housing Project	700,000	-	700,000
367	Faulk Center - Behind the Mask Mental Health Program (Senate Form 1263) (HB 3981)	75,000	-	75,000
367	LGBT+ Center Orlando United Assistance Center (Senate Form 1087) (HB 2181)	150,000	-	150,000
367	River Region - Substance Use and Mental Health Treatment for Veterans (Senate Form 1286) (HB 2285)	409,455	-	409,455
367	Veterans Alternative - Alternative Therapy Services (Senate Form 1761) (HB 2845)	300,000	-	300,000
391	City of Opa-Locka Senior Programming (Senate Form 1208)	100,000	-	100,000
444	Vision Quest	1,000,000	-	1,000,000
444	Baycare Behavioral Health Remote Patient Monitoring Program (Senate Form 1081) (HB 2225)	100,000	-	100,000
444	Central Florida Family Health Center - COVID -19 Infusion Center (Senate Form 1423) (HB 3861)	240,000	-	240,000
444	City of Gainesville Community Resource Paramedic Program Funding (Senate Form 1802) (HB 3619)	250,000	-	250,000
444	Common Threads - Health Nutrition Education (Senate Form 1288) (HB 3719)	200,000	-	200,000
444	Professional Resource Network (Senate Form 1776) (HB 2881)	75,000	-	75,000
468	Jordan Avi Ogman Foundation for Research & Development of TECPR2 Disease Cure (Senate Form 1788) (HB 3551)	50,000	-	50,000
500	Hormonal Long-Acting Reversible Contraception Program (HLARC)	2,000,000	-	2,000,000
515	John Hopkins All Children's Hospital Academic Orthodontic Care for Complex Pediatric Patients in the Tampa Bay Area (Senate Form 1189) (HB 2887)	550,000	-	550,000
569 A	City of Sunrise Veterans and Senior Repurposing of Facility (Senate Form 1199) (HB 2583)	150,000	-	150,000
662	Inmate Communications Management and Consulting (Senate Form 1850) (HB 3849)	750,000	-	750,000
721	Project Clean Slate (Senate Form 1792)	250,000	-	250,000
1180	City of West Park Youth Crime Prevention (Senate Form 1866)	200,000	-	200,000
1180	Fresh Ministries: Fresh Path Youth Program (Senate Form 1793) (HB 4043)	250,000	-	250,000
1180	Oak Street Home II - Female Teen Delinquency Prevention Program (Senate Form 1335) (HB 2609)	630,000	-	630,000
1249 A	Automated License Plate Readers for the City of Jacksonville Beach (Senate Form 1276) (HB 2367)	150,000	-	150,000
1249 A	City of Pembroke Pines License Plate Reader Project (Senate Form 1225) (HB 2901)	125,000	-	125,000
1249 A	Port Orange License Plate Readers (Senate Form 1249) (HB 3885)	125,000	-	125,000

Vetoed Appropriations Fiscal Year 2021-22

Line #	Title	General Revenue	Trust Fund	Total
1430	Miami-Dade County Mosquito Control Adulticide Program (Senate Form 1070) (HB 2677)	51,600	-	51,600
1463 B	Edward L. Myrick State Farmers Market (Senate Form 1621)	300,000	-	300,000
1463 B	Hardee County Citrus Facility (HB 2667)	16,000	-	16,000
1463 B	Madison County Agricultural and Expo Center (Senate Form 1437) (HB 3003)	650,000	-	650,000
1471 A	Grants And Aids To Local Governments And Nonstate Entities - Fixed Capital Outlay - Bascom Farms	500,000	-	500,000
1490	Laurel Wilt Mitigation (Senate Form 1228) (HB 3119)	-	150,000	150,000
1502	Feeding Florida Through Aquaponics (Senate Form 1767) (HB 4045)	500,000	-	500,000
1502	Fresh Stop Mobile Market (Senate Form 1705)	75,000	-	75,000
1502	Grow It Forward Urban Farm Network Strategic Planning (Senate Form 1349) (HB 3199)	100,000	-	100,000
1502	St. Pete Urban Youth Farm (Senate Form 1341) (HB 3811)	370,000	-	370,000
1502	United Against Poverty Improvements to Expand Capacity and Outreach (Senate Form 1229) (HB 3949)	250,000	-	250,000
1605 A	Fixed Capital Outlay - Grants And Aids - Dairy Farm Pollutant Pilot Project - Okeechobee Basin	800,000	-	800,000
1607 A	Coconut Creek Hillsboro Water Storage Tank Rehabilitation (Senate Form 1673) (HB 2471)	100,000	-	100,000
1607 A	Delray Beach Owens Baker Tank Improvements (Senate Form 1598) (HB 4035)	250,000	-	250,000
1607 A	Groveland Drinking Water System Improvements & Quantity Demand Expansion Project (Senate Form 1369) (HB 2905)	900,000	-	900,000
1607 A	Homestead Automatic Flushing System (Senate Form 1148) (HB 3121)	100,000	-	100,000
1607 A	Homestead Water Tower Pump Station (Senate Form 1319) (HB 3123)	300,000	-	300,000
1607 A	Indian River County South Reverse Osmosis Plant Enhanced Recovery Project (Senate Form 1390) (HB 2647)	1,129,668	-	1,129,668
1607 A	Ocala - Lower Floridan Aquifer Conversion Phase III (Senate Form 1362) (HB 2307)	1,053,975	-	1,053,975
1607 A	Oviedo Percolation Pond Decommissioning - Phase 1 Tank Demo/Construction (Senate Form 1347) (HB 2737)	500,000	-	500,000
1607 A	Sarasota County Dona Bay Watershed Restoration Project Phase 3 Aquifer Recharge (Senate Form 2027) (HB 3291)	500,000	-	500,000
1607 A	Venice - New Water Booster Station and System Improvements Including Emergency Interconnect (Senate Form 2001) (HB 2475)	750,000	-	750,000
1607 A	Volusia County Water Resiliency and Water Interconnect Project (Senate Form 1935) (HB 3881)	400,000	-	400,000
1693 A	Chattahoochee Mountain Bike Trail (Senate Form 1432) (HB 2435)	50,000	-	50,000
1693 A	Gulfport Linear Breakwater Park Project (Senate Form 1472) (HB 2359)	735,000	-	735,000
1693 A	Pembroke Park Community Garden Solar Safety Lighting (Senate Form 1563)	50,000	-	50,000
1693 A	Plantation Special Needs Park (Senate Form 1659) (HB 2365)	200,000	-	200,000
1693 A	Winter Park Mead Gardens ADA Accessible Nature Trail Improvements (Senate Form 1628) (HB 2803)	95,000	-	95,000
1700	Longboat Key Assessment of Sea Level Rise and Recurring Storm Flooding (Senate Form 1376) (HB 3283)	61,913	-	61,913
1792	Bear Resistant Trash Can Strap Program (Senate Form 2011) (HB 4029)	200,000	-	200,000
1856 B	Grants And Aids To Local Governments And Nonstate Entities - Fixed Capital Outlay - Zootampa	200,000	-	200,000
1856 C	Grants And Aids To Local Governments And Nonstate Entities - Fixed Capital Outlay - Grants And Aid - Jacksonville Zoo And Gardens	200,000	-	200,000
1864	Innovative Transportation for Persons with Intellectual or Developmental Disabilities (Senate Form 1839) (HB 3827)	-	1,500,000	1,500,000
1915 A	Best Foot Forward for Pedestrian Safety - Central Florida (Senate Form 1409) (HB 2753)	-	100,000	100,000
1915 A	Blount Streetscape Improvements Project - Pompano Beach (Senate Form 1623) (HB 2933)	-	1,000,000	1,000,000

Vetoed Appropriations Fiscal Year 2021-22

Line #	Title	General Revenue	Trust Fund	Total
1915 A	Boynton Beach Town Square Enhanced Pedestrian Crossing (Senate Form 1990) (HB 2141)	-	75,000	75,000
1915 A	Central Palm Beach County Historical Infrastructure Improvement (Senate Form 1381) (HB 2723)	-	3,000,000	3,000,000
1915 A	Crosswalks to Classrooms - Tampa (Senate Form 2125) (HB 2495)	-	350,000	350,000
1915 A	Florida Gulf & Atlantic Railroad Track Rehabilitation (Senate Form 2045) (HB 2705)	-	740,000	740,000
1915 A	Fort Walton Beach - Stormwater Improvements on Martisa Road NW (Senate Form 1520) (HB 2997)	-	500,000	500,000
1915 A	Gainesville Regional Transit Eastside Transfer Station (Senate Form 1804) (HB 3309)	-	300,000	300,000
1915 A	Gulf County Airport Infrastructure (Senate Form 2043) (HB 3043)	-	500,000	500,000
1915 A	Hamilton School Entrance Signal Enhancement (Senate Form 1733)	-	200,000	200,000
1915 A	Jackson County Mashburn Road Pavement Completion Design (Senate Form 1515) (HB 4011)	-	197,000	197,000
1915 A	Jewish Transportation - Rales Rides (JTRR) - Palm Beach County (Senate Form 1019) (HB 2093)	-	150,000	150,000
1915 A	Lois Avenue Complete Streets Project - Tampa (Senate Form 1913) (HB 2311)	-	350,000	350,000
1915 A	Neighborhood Traffic Calming Plan Phase 1 - West Park (Senate Form 1784) (HB 3749)	-	300,000	300,000
1915 A	North Miami Beach - NE 153rd Street Roadway Improvement (Senate Form 1176) (HB 2409)	-	495,000	495,000
1915 A	Sewall's Point Road Phase 2 - Sewall's Point (Senate Form 1701)	-	450,000	450,000
1915 A	Southwest Ranches Safety Guardrail - Appaloosa Trail (Senate Form 1194) (HB 2071)	-	350,000	350,000
1915 A	Sunny Isles Beach Pedestrian Bridge - Collins Avenue at Government Center (Senate Form 1667) (HB 2499)	-	500,000	500,000
1915 A	Tampa Bay Area Regional Transit Authority (Senate Form 2127) (HB 2037)	-	1,500,000	1,500,000
1915 A	Transportation Disadvantaged Discounted Bus Passes (Senate Form 1468) (HB 2497)	-	994,550	994,550
1915 A	Village of Royal Palm Beach - La Mancha Extension (Senate Form 1332) (HB 3469)	-	450,000	450,000
2191 A	AmSkills Workforce Training Innovation Center - Pasco (Senate Form 1625) (HB 2685)	100,000	-	100,000
2198 A	Florida Goodwill Association (Senate Form 1594) (HB 3887)	250,000	-	250,000
2236 A	Bonita Springs - Home Elevation and Buyout Program (Senate Form 1810) (HB 2043)	300,000	-	300,000
2236 A	City of Clermont - New Public Services Building (Senate Form 1864) (HB 2385)	500,000	-	500,000
2236 A	City of Coral Springs - Public Safety/Public Works Building Hardening Project (Senate Form 1794) (HB 3943)	400,000	-	400,000
2236 A	City of Freeport Multipurpose Community Center (Senate Form 1534)	500,000	-	500,000
2236 A	Hurricane-Proof Multi-Use Emergency Facility - Lake (Senate Form 1586) (HB 2571)	1,500,000	-	1,500,000
2245 A	Building Economic Opportunities in West Lakes - Orlando (Senate Form 1873) (HB 3443)	60,000	-	60,000
2245 A	Gateway Orlando Economic Prosperity Initiative (Senate Form 2017) (HB 2855)	250,000	-	250,000
2568	City of Brooksville Emergency Operations Center/Council Chambers Upgrade (Senate Form 1942) (HB 2429)	50,000	-	50,000
2568	City of Venice Emergency Operations Equipment and Critical Response Unit (Senate Form 1105) (HB 2735)	286,676	-	286,676
2592	City of Brooksville Emergency Operations Center/Council Chambers Upgrade (Senate Form 1942) (HB 2429)	57,000	-	57,000
2592	City of Mount Dora Emergency Operations Center (Senate Form 1678) (HB 2053)	500,000	-	500,000
2592	Crestview Community Center Hardening (Senate Form 1529) (HB 2979)	194,000	-	194,000

Vetoed Appropriations Fiscal Year 2021-22

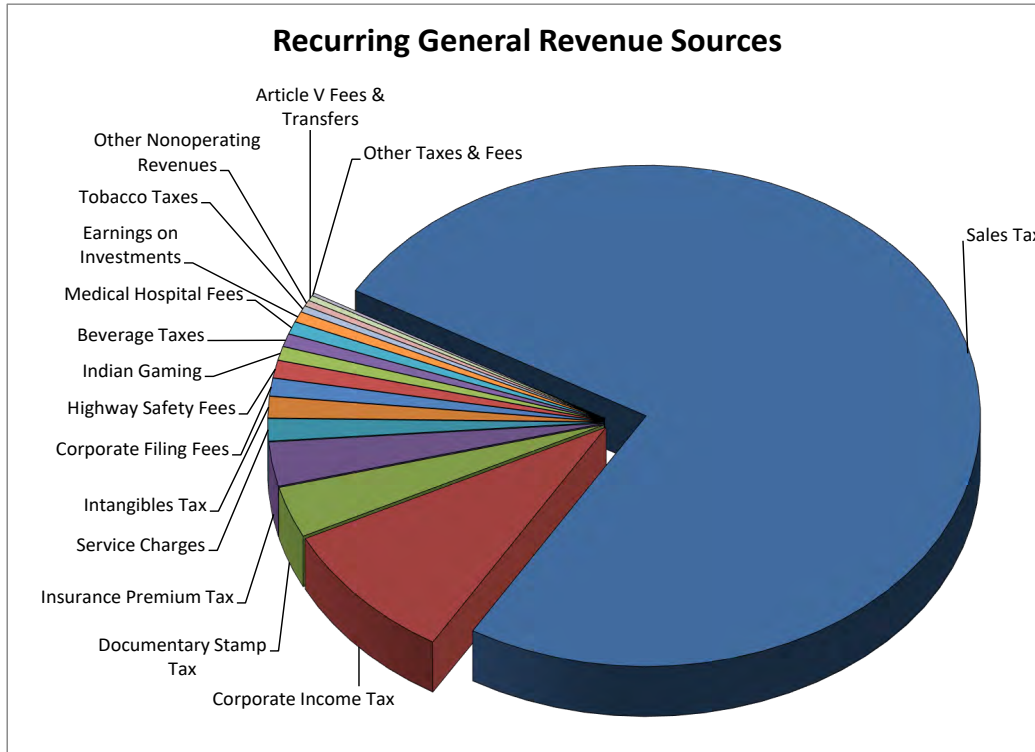
Line #	Title	General Revenue	Trust Fund	Total
2592	Hardening of Fort Walton Beach Recreation Center for EOC Operations (Senate Form 1525) (HB 2953)	650,000	-	650,000
2592	Village of Biscayne Park - EOC Generator & Recreation Center Lighting (Senate Form 1313) (HB 3747)	40,000	-	40,000
2856 B	Special Categories - Lake County Public Safety Radio Infrastructure	2,000,000	-	2,000,000
2945 A	Special Categories - Grants And Aids - Contracted Services	250,000	-	250,000
3101 A	Fixed Capital Outlay - Library Construction Grants	250,000	-	250,000
3107	Great Explorations Children's Museum Guest Experience Improvement - Pinellas (Senate Form 1036)	242,260	-	242,260
3112 A	Hardee County Cracker Trail Museum & Pioneer Village Expansion (Senate Form 1712) (HB 2249)	150,000	-	150,000
Subtotal	Line Items	46,959,555	14,151,550	61,111,105
B0074	Vision Quest Revert/Reappropriate			
B0150	State Housing Trust Fund Sweep	-	40,000,000	40,000,000
B0151	State Transportation Trust Fund Sweep	-	17,000,000	17,000,000
B0151	Social Services Block Grant Trust Fund Sweep	-	3,500,000	3,500,000
B0151	Triumph Gulf Coast Trust Fund Sweep	-	26,000,000	26,000,000
B0151	Highway Safety Operating Trust Fund Sweep	-	10,000,000	10,000,000
B0152	American Rescue Plan - Emergency Preparedness and Response Fund	1,000,000,000	-	1,000,000,000
B0152	American Rescue Plan - Budget Stabilization Fund	350,000,000	-	350,000,000
Grand Total		1,396,959,555	110,651,550	1,507,611,105

Chart 9
Projected FY 2021-22 Recurring General Revenue Sources
Adjusted for Measures Affecting Revenue (Including Special Session A)
(Dollars In Millions)

Funding Source	Dollars	Percent
Sales Tax	27,242.1	75.3%
Corporate Income Tax	3,272.0	9.0%
Documentary Stamp Tax	1,192.1	3.3%
Insurance Premium Tax	1,026.6	2.8%
Service Charges	520.0	1.4%
Intangibles Tax	493.0	1.4%
Corporate Filing Fees	410.1	1.1%
Highway Safety Fees	403.6	1.1%
Indian Gaming	317.6	0.9%
Beverage Taxes	295.8	0.8%
Medical Hospital Fees	291.2	0.8%
Earnings on Investments	241.9	0.7%
Tobacco Taxes	148.9	0.4%
Other Nonoperating Revenues	135.7	0.4%
Article V Fees & Transfers	121.1	0.3%
Other Taxes & Fees	68.3	0.2%
Total Recurring General Revenue	36,180.0	100.0%
Less: Refunds	(496.3)	
Net Recurring General Revenue	35,683.7	

Note: As displayed here, recurring General Revenue sources do not include any Outlook adjustments for federal funds interest payments.

Note: The sources listed represent the top 15 revenue sources in descending magnitude of their contribution to General Revenue. "Other Taxes & Fees" also includes Parimutuels Tax and Severance Tax which contribute 0.1% or less each. Subtotals and totals may not add due to rounding.



GENERAL REVENUE FUND
 CONSENSUS REVENUE ESTIMATING CONFERENCE
 RETROSPECT
 FY 2018-19 and FY 2019-20
 (\$ MILLIONS)

DATE: December 14, 2020

	<u>RECURRING</u>	<u>NON- RECURRING</u>	<u>TOTAL</u>
FUNDS AVAILABLE 2018-19			
Balance Forward from 2017-18	0.0	1,645.9	1,645.9
Revenue Collections	32,768.8	689.1	33,457.9
Sales Tax Accounting Adjustment	0.0	0.0	0.0
BP Settlement Agreement Payment State Share	26.7	0.0	26.7
Transfers from Trust Funds	0.0	398.6	398.6
FEMA Reimbursements	0.0	203.8	203.8
Miscellaneous Adjustments	0.0	0.1	0.1
Fixed Capital Outlay Reversions	0.0	20.5	20.5
Federal Funds Interest Payment	(2.0)	0.0	(2.0)
Total 2018-19 Funds Available	32,793.4	2,958.1	35,751.5
EXPENDITURES 2018-19			
Operations	16,053.2	1,033.0	17,086.2
Aid to Local Government	15,445.0	(114.0)	15,331.0
Fixed Capital Outlay	33.4	485.4	518.8
Fixed Capital Outlay/Aid to Local Government	1.8	244.7	246.5
Transfer to Budget Stabilization Fund	0.0	66.5	66.5
Miscellaneous Nonoperating Expenditures	0.0	12.7	12.7
Total 2018-19 Expenditures	31,533.5	1,728.3	33,261.8
ENDING BALANCE	1,260.0	1,229.8	2,489.8

The cash balance in the Budget Stabilization Fund (not shown here) at the end of FY 2018-19 was \$1,483.0 million. Amounts are displayed to one decimal place but calculated at the full dollar amount, so they may not add to the total.

FUNDS AVAILABLE 2019-20			
Balance Forward from 2018-19	0.0	2,489.8	2,489.8
Revenue Collections	32,563.5	(1,077.7)	31,485.8
Adjustment to Earnings on Investments for CARES Act	0.0	32.3	32.3
BP Settlement Agreement Payment State Share	26.7	0.0	26.7
CARES Act - COVID-19	0.0	5,855.8	5,855.8
Transfers from Trust Funds	0.0	350.9	350.9
FEMA Reimbursements	0.0	154.3	154.3
Fixed Capital Outlay Reversions	0.0	20.2	20.2
Federal Funds Interest Payment	(2.3)	0.0	(2.3)
Miscellaneous Adjustments	0.0	0.0	0.0
Total 2019-20 Funds Available	32,587.9	7,825.6	40,413.5
EXPENDITURES 2019-20			
Operations	16,240.6	879.3	17,119.9
Aid to Local Government	16,238.2	(76.4)	16,161.7
Fixed Capital Outlay	40.7	227.9	268.6
Fixed Capital Outlay/Aid to Local Government	3.7	406.4	410.1
Transfer to Budget Stabilization Fund	0.0	91.2	91.2
Miscellaneous Nonoperating Expenditures	0.0	9.7	9.7
Total 2019-20 Expenditures	32,523.2	1,538.1	34,061.3
ENDING BALANCE	64.6	6,287.6	6,352.2

The cash balance in the Budget Stabilization Fund (not shown here) at the end of FY 2019-20 was \$1,574.2 million. Amounts are displayed to one decimal place but calculated at the full dollar amount, so they may not add to the total.

GENERAL REVENUE FUND
FINANCIAL OUTLOOK STATEMENT

Post Session, Including Results of the 2021 Regular Session and Special Session A, and Other Adjustments as of May 19, 2021
FY 2020-21 through FY 2025-26
(\$ MILLIONS)

DATE: July 23, 2021

	<u>RECURRING</u>	<u>NON- RECURRING</u>	<u>TOTAL</u>
FUNDS AVAILABLE 2020-21			
Balance Forward from 2019-20	0.0	6,352.2	6,352.2
Estimated Revenues	34,462.5	(510.7)	33,951.8
Prior Year Sales Tax Accounting Adjustment	0.0	(108.6)	(108.6)
BP Settlement Agreement Payment State Share (D)	26.7	0.0	26.7
Tobacco Settlement Lawsuit Payment (F)	0.0	192.9	192.9
HB 5001 (2020) Trust Fund Transfers (Net of Vetoes; Line Item 615); s. 127)	0.0	188.8	188.8
SB 2500 (2021) Trust Fund Transfers (Net of Vetoes; s. 150)	0.0	322.5	322.5
SB 2500 (2021) - Revert FCO Carry Forward (s. 85)	0.0	1.2	1.2
SB 2500 (2021) - Revert Continuing Appropriations (ss. 31 & 34)	0.0	54.0	54.0
Fixed Capital Outlay Reversions	0.0	5.4	5.4
FEMA Reimbursement (Irma, Michael)	0.0	49.4	49.4
COVID-19 Reimbursement	0.0	143.3	143.3
2019 Medicaid Managed Care Achieved Savings Rebate	0.0	129.3	129.3
COVID-19 Emergency Rental Assistance (Restricted Purpose) (G)	0.0	871.2	871.2
Opioid Lawsuit Settlement Payment	0.0	33.8	33.8
American Rescue Plan Act of 2021 - Coronavirus State Fiscal Recovery Fund (H)	0.0	4,408.3	4,408.3
American Rescue Plan Act of 2021 (Restricted Purposes) (H)	0.0	363.8	363.8
Federal Funds Interest Earnings Rebate	(1.8)	0.0	(1.8)
Total 2020-21 Funds Available (A) (B) (C) (D)	34,487.4	12,496.8	46,984.2
EFFECTIVE APPROPRIATIONS 2020-21			
State Operations	17,243.3	435.8	17,679.1
Aid to Local Government	16,783.5	(191.5)	16,592.0
Fixed Capital Outlay	53.3	94.6	147.9
Fixed Capital Outlay/Aid to Local Government	1.7	325.5	327.2
HB 5001 (2020) Transfer to Budget Stabilization Fund (s. 128) (A)	0.0	100.0	100.0
Transfer to Lawton Chiles Endowment Fund (C)	0.0	0.0	0.0
Reappropriations	0.0	44.7	44.7
Budget Amendments - COVID-19 Response	0.0	1,363.2	1,363.2
Placed in Reserve: COVID-19 Budget Amendment	0.0	(49.4)	(49.4)
Budget Amendments - CARES Act Housing Assistance (COVID-19) (E)	0.0	151.0	151.0
Budget Amendments - CARES Act Re-employment Assistance (COVID-19) (E)	0.0	86.5	86.5
Budget Amendments - CARES Act Funds to Local Governments (COVID-19) (E)	0.0	939.2	939.2
Budget Amendment - Emergency Rental Assistance (COVID-19) (G)	0.0	871.2	871.2
Bridge Loans - Hurricane Sally	0.0	5.0	5.0
Budget Amendments - Hurricane Response (Sally)	0.0	23.9	23.9
Pending Amendments - Coronavirus State Fiscal Recovery Fund (s. 152) (I)	0.0	4,408.3	4,408.3
Budget Amendments - Disaster Activity (Piney Point)	0.0	26.1	26.1
SB 2500 (2021) Reversions (ss. 10,11,12,13,14,15,16,17,54,55,56,84)	0.0	(1,068.8)	(1,068.8)
SB 2500 (2021) Supplemental Appropriations (ss. 24,25,57,70,72,76,90,96)	0.0	73.7	73.7
Bills with Appropriations (Net of Vetoes)	0.0	0.4	0.4
Total 2020-21 Effective Appropriations	34,081.8	7,639.4	41,721.2
ENDING BALANCE (B) (C) (E)	405.6	4,857.4	5,263.0

GENERAL REVENUE FUND
FINANCIAL OUTLOOK STATEMENT

Post Session, Including Results of the 2021 Regular Session and Special Session A, and Other Adjustments as of May 19, 2021
FY 2020-21 through FY 2025-26
(\$ MILLIONS)

DATE: July 23, 2021

	<u>RECURRING</u>	<u>NON- RECURRING</u>	<u>TOTAL</u>
FUNDS AVAILABLE 2021-22			
Balance Forward from 2020-21	0.0	5,263.0	5,263.0
Estimated Revenues	35,373.6	(508.7)	34,864.9
Measures Affecting Revenue (2021 Regular Session)	(7.5)	316.6	309.1
Measures Affecting Revenue (2021 Special Session A) (J)	317.6	0.0	317.6
SB 2500 (2021) Trust Fund Transfers (Net of Vetoes; s. 151; Line Item 601)	0.0	147.1	147.1
BP Settlement Agreement Payment State Share (D)	26.7	0.0	26.7
Unused Appropriations/Reversions	0.0	33.5	33.5
Fixed Capital Outlay Reversions	0.0	3.4	3.4
Federal Funds Interest Earnings Rebate	(1.1)	0.0	(1.1)
Total 2021-22 Funds Available (A) (B) (D)	35,709.3	5,254.9	40,964.2
EFFECTIVE APPROPRIATIONS 2021-22			
SB 2500 (2021) General Appropriations Act (ss. 1-7)	34,962.7	1,380.9	36,343.6
SB 2500 (2021) Vetoes (ss. 1-7)	(3.0)	(44.0)	(47.0)
SB 2500 (2021) Supplemental Appropriations (ss. 121,122)	0.0	165.5	165.5
Bills with Appropriations (Net of Vetoes)	0.0	5.8	5.8
Total 2021-22 Effective Appropriations	34,959.7	1,508.2	36,467.9
ENDING BALANCE (B) (E) (I)	749.6	3,746.7	4,496.3
FUNDS AVAILABLE 2022-23			
Balance Forward from 2021-22	0.0	4,496.3	4,496.3
Estimated Revenues	36,782.0	(127.3)	36,654.7
Measures Affecting Revenue (2021 Regular Session)	65.5	(34.5)	31.0
Measures Affecting Revenue (2021 Special Session A) (J)	450.7	0.0	450.7
BP Settlement Agreement Payment State Share (D)	26.7	0.0	26.7
Unused Appropriations/Reversions	0.0	110.4	110.4
Fixed Capital Outlay Reversions	0.0	3.4	3.4
Federal Funds Interest Earnings Rebate	(1.5)	0.0	(1.5)
Total 2022-23 Funds Available (A) (B) (D)	37,323.4	4,448.3	41,771.6
FUNDS AVAILABLE 2023-24			
Estimated Revenues	38,082.5	(9.3)	38,073.2
Measures Affecting Revenue (2021 Regular Session)	104.8	(13.6)	91.2
Measures Affecting Revenue (2021 Special Session A) (J)	470.4	0.0	470.4
BP Settlement Agreement Payment State Share (D)	26.7	0.0	26.7
Unused Appropriations/Reversions	0.0	110.4	110.4
Fixed Capital Outlay Reversions	0.0	3.4	3.4
Federal Funds Interest Earnings Rebate	(2.4)	0.0	(2.4)
Total 2023-24 Funds Available (A) (B) (D)	38,682.0	90.9	38,772.9

GENERAL REVENUE FUND
FINANCIAL OUTLOOK STATEMENT

Post Session, Including Results of the 2021 Regular Session and Special Session A, and Other Adjustments as of May 19, 2021
FY 2020-21 through FY 2025-26
(\$ MILLIONS)

DATE: July 23, 2021

	<u>RECURRING</u>	<u>NON- RECURRING</u>	<u>TOTAL</u>
FUNDS AVAILABLE 2024-25			
Estimated Revenues	39,493.9	(1.7)	39,492.2
Measures Affecting Revenue (2021 Regular Session)	136.0	117.8	253.8
Measures Affecting Revenue (2021 Special Session A) (J)	636.1	0.0	636.1
BP Settlement Agreement Payment State Share (D)	26.7	0.0	26.7
Unused Appropriations/Reversions	0.0	110.4	110.4
Fixed Capital Outlay Reversions	0.0	3.4	3.4
Federal Funds Interest Earnings Rebate	(5.8)	0.0	(5.8)
Total 2024-25 Funds Available (A) (B) (D)	40,286.9	229.9	40,516.8
FUNDS AVAILABLE 2025-26			
Estimated Revenues	40,821.5	0.0	40,821.5
Measures Affecting Revenue (2021 Regular Session)	180.0	0.2	180.2
Measures Affecting Revenue (2021 Special Session A) (J)	516.4	0.0	516.4
BP Settlement Agreement Payment State Share (D)	26.7	0.0	26.7
Unused Appropriations/Reversions	0.0	110.4	110.4
Fixed Capital Outlay Reversions	0.0	3.4	3.4
Federal Funds Interest Earnings Rebate	(5.9)	0.0	(5.9)
Total 2025-26 Funds Available (A) (B) (D)	41,538.7	114.0	41,652.7

FOOTNOTES

- (A) The cash balance in the Budget Stabilization Fund (not shown here) at the time of this Outlook is \$1,674.2 million and includes the FY 2020-21 transfer of \$100.0 million. Based on the April 6, 2021 forecast, transfers of zero in FY 2021-22, \$24.7 million in FY 2022-23, \$45.7 million in FY 2023-24, \$89.5 million in FY 2024-25, and \$70.9 million in FY 2025-26 will be required.
- (B) This financial statement is based on current law as it is currently administered. It does not include the potential effect of any legal actions that might affect revenues or appropriations. The Attorney General periodically issues an update on any such litigation. In addition, it does not recognize any projected deficits or surpluses in any spending programs unless specifically stated.
- (C) The 2012 General Appropriations Act transferred \$350.0 million from the Lawton Chiles Endowment Fund to the General Revenue Fund. House Bill 5301 (Ch. 2012-33, L.O.F.) required that an amount equal to the amount of Medical-Hospital Fees collected above the January 2012 revenue estimate be transferred back to the Endowment in the following fiscal years until repayment was complete. The actual revenues collected in FY 2019-20 were lower than the January 2012 estimate; thus, no transfer is required for FY 2020-21. House Bill 5011 (Ch. 2021-43, L.O.F.) eliminates the final \$304.7 million repayment required in section 409.915(8), Florida Statutes, effective July 1, 2021, and directs the State Board of Administration (SBA) to liquidate the assets in the Lawton Chiles Endowment Fund by June 30, 2022. The bill also terminates the fund, effective July 1, 2022, and directs the SBA to transfer all balances remaining to the Budget Stabilization Fund.
- (D) Payments are associated with the settlement reached in In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, MDL No. 2179 (April 20, 2010). The payments are in consideration of the full and complete settlement and release of claims by the state for various damages. It provides a total payment to the State of Florida of \$2.0 billion over the period FY 2016-17 through FY 2032-33. The first payment of \$400 million was received on July 1, 2016. Annual payments of \$106.7 million began in FY 2018-19. Pursuant to Chapter 2017-63, L.O.F., 75 percent of all payments to the state must be transferred immediately from the General Revenue Fund to the Triumph Gulf Coast Trust Fund for subsequent transfer to a trust account held by Triumph Gulf Coast, Inc. The revenue numbers shown here are net of this transfer.
- (E) The Coronavirus Aid, Relief, and Economic Security [CARES] Act provided substantial federal government support to individuals, businesses, hospitals, and specific industries dealing with the COVID-19 pandemic and its associated economic consequences. [Public Law No: 116-136; enacted 03/27/2020] Among other things, the legislation created the Coronavirus Relief Fund within the U.S. Department of the Treasury to fund necessary state and local government expenditures incurred due to the COVID-19 public health emergency. The funds currently can be used only for costs not accounted for in the budget most recently approved as of March 27, 2020, and incurred during the period from March 1, 2020, to December 30, 2020. Florida's total allocation was \$8,328.2 million, of which \$2,472.4 million was distributed by the US Department of the Treasury directly to Florida local governments with populations greater than 500,000. The remaining \$5,855.8 million was transferred to the State of Florida. All Relief Fund dollars received by the state have been shown on this outlook as they were received. They have only been debited on the General Revenue Outlook to the extent that formal budget actions have already occurred.

GENERAL REVENUE FUND
FINANCIAL OUTLOOK STATEMENT

Post Session, Including Results of the 2021 Regular Session and Special Session A, and Other Adjustments as of May 19, 2021
FY 2020-21 through FY 2025-26
(\$ MILLIONS)

DATE: July 23, 2021

	<u>RECURRING</u>	<u>NON- RECURRING</u>	<u>TOTAL</u>
(F) On January 18, 2017, the State of Florida filed a Motion to Join ITG Brands, LLC as a Defendant and to enforce the Settlement Agreement in the State of Florida, et. al., v. Am. Tobacco Co., R.J. Reynolds Tobacco Co., et. al., No. 95-1466 AH (Fla. 15th Cir. Ct.). On August 18, 2018, the Circuit Court entered a final judgment specifying the principal sum and interest due from R.J. Reynolds to the State of Florida for the period June 12, 2015, through April 30, 2018, as well as providing guidance on how any future unpaid liability to the State should be calculated. In addition, the final judgment reflected the court's rulings issued December 27, 2017, and May 24, 2018, collectively known as the "Liability Orders." R.J. Reynolds subsequently appealed the lower court's decision regarding its liability. On July 29, 2020, the District Court of Appeal unanimously affirmed the lower court's final judgment in all respects, and on September 18, 2020, denied the Appellant's motion for rehearing, rehearing en banc, and certification to the Florida Supreme Court. In response, R.J. Reynolds paid the State of Florida \$192,869,589.86 million to cover the full amount of the outstanding judgment (inclusive of principal and interest). This amount was deposited into the General Revenue Fund on October 6, 2020. Notwithstanding this payment, R.J. Reynolds filed Notice to Invoke Discretionary Jurisdiction of the Florida Supreme Court on October 15, 2020, seeking review of the District Court of Appeal's opinion. On December 18, 2020, the Florida Supreme Court declined to accept jurisdiction and denied the petition for review, while indicating that no motion for rehearing would be entertained.			
(G) The Emergency Rental Assistance (ERA) program established by section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) specifies that not less than 90 percent of awarded funds must be used for direct financial assistance for eligible households, including rent, rental arrears, utilities, home energy costs, utilities and home energy costs costs arrears, and other expenses related to housing. Remaining funds are available for housing stability services, including case management and other services intended to keep households stably housed, and administrative costs. Administrative costs are limited to 10 percent of the amount paid to a grantee. Telecommunication services are not considered to be utilities, and assistance may not be used for arrears accumulated before March 13, 2020, the date of the emergency declaration [501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5191(b)]. Funds generally expire on September 30, 2022. Florida's total allocation is \$1,441.2 million, of which \$570 million was distributed by the US Department of the Treasury directly to Florida local governments with populations greater than 200,000. The remaining \$871.2 million was transferred to the State of Florida.			
(H) The American Rescue Plan (ARP) Act of 2021 (Public Law 117-2; enacted 3/11/2021) continues the federal government support to state and local governments, individuals, businesses, and specific industries dealing with the COVID-19 pandemic and its associated economic consequences. The Act includes, among other items, the Coronavirus State Fiscal Recovery Fund to cover increased expenditures, replenish lost revenue and mitigate economic harm; the Homeowner Assistance Fund to mitigate mortgage delinquencies, defaults, foreclosures, loss of utilities or home energy services; Emergency Rental Assistance to provide relief in the same manner as provided in the Emergency Rental Assistance program established in the Consolidated Appropriations Act of 2021; the Capital Projects Fund to support work, education and health monitoring, and the State Small Business Credit Initiative to inject capital into state small business support and capital access programs, provide collateral support, facilitate loan participation, and enable credit guarantee programs. To date, Florida has received partial distributions for the State Fiscal Recovery Fund (\$4,408.3 million), the Homeowner Assistance Fund (\$67.6 million), and Emergency Rental Assistance (\$296.2 million).			
(I) In Section 152 of the Fiscal Year 2021-22 General Appropriations Act, the Legislature authorized up to \$6,696.5 million in nonrecurring appropriations for the 2020-21 fiscal year contingent upon the Department of Financial Services receiving and depositing into the General Revenue Fund any amount from the state's allocation from the federal Coronavirus State Fiscal Recovery Fund. Although the state received \$4,408.3 million as noted in Footnote H on May 19, 2021, there wasn't sufficient time to prepare the authorized budget amendments.			
(J) This Measure is solely related to the passage of CS/SB 2-A, which was approved by the Governor on May 25, 2021. While the amount reflects the official impact adopted by the Conference, the legislation—and therefore the impact—takes effect only if the Gaming Compact between the Seminole Tribe of Florida and the State of Florida is approved or deemed approved and not voided by the United States Department of the Interior.			

TOBACCO SETTLEMENT TRUST FUND
 CONSENSUS REVENUE ESTIMATING CONFERENCE
 RETROSPECT
 FY 2018-19 and FY 2019-20
 (\$ MILLIONS)

DATE: November 9, 2020

	<u>RECURRING</u>	<u>NON- RECURRING</u>	<u>TOTAL</u>
FUNDS AVAILABLE 2018-19			
Balance Forward from 2017-18	0.0	3.1	3.1
Annual Settlement Payments	369.1	0.0	369.1
Liggett Settlement Payment	0.3	0.0	0.3
Transfer from Lawton Chiles Endowment	6.1	0.0	6.1
Miscellaneous Revenues	0.0	0.1	0.1
Interest Earnings	0.8	0.0	0.8
Total 2018-19 Funds Available (A)	<u>376.3</u>	<u>3.2</u>	<u>379.5</u>
EXPENDITURES 2018-19			
Agency for Health Care Administration	275.5	0.0	275.5
Department of Health Tobacco Prevention and Education	67.6	0.0	67.6
Total 2018-19 Expenditures	<u>343.1</u>	<u>0.0</u>	<u>343.1</u>
AVAILABLE RESERVES (A)	<u>33.1</u>	<u>3.2</u>	<u>36.3</u>
FUNDS AVAILABLE 2019-20			
Balance Forward from 2018-19	0.0	36.3	36.3
Annual Settlement Payments	335.0	0.0	335.0
Liggett Settlement Payment	0.3	0.0	0.3
Transfer from Lawton Chiles Endowment	7.3	0.0	7.3
Miscellaneous Revenues	0.0	0.1	0.1
Interest Earnings	1.3	0.0	1.3
Total 2019-20 Funds Available (A)	<u>343.8</u>	<u>36.4</u>	<u>380.2</u>
EXPENDITURES 2019-20			
Agency for Health Care Administration	269.1	0.0	269.1
Department of Health Tobacco Prevention and Education	70.2	0.0	70.2
Total 2019-20 Expenditures	<u>339.3</u>	<u>0.0</u>	<u>339.3</u>
AVAILABLE RESERVES (A)	<u>4.5</u>	<u>36.4</u>	<u>40.9</u>

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TOBACCO SETTLEMENT TRUST FUND
FINANCIAL OUTLOOK STATEMENT
Post-Session, Including Results of 2021 Regular Session
FY 2020-21 through FY 2025-26
(\$ MILLIONS)

DATE: July 23, 2021

	<u>RECURRING</u>	<u>NON- RECURRING</u>	<u>TOTAL</u>
FUNDS AVAILABLE 2020-21			
Balance Forward from 2019-20	0.0	40.9	40.9
Payments Received	402.4	0.0	402.4
Liggett Settlement Payment	0.3	0.0	0.3
Transfer from Lawton Chiles Endowment Fund	7.7	0.0	7.7
Interest Earnings	0.8	0.0	0.8
Total 2020-21 Funds Available	411.2	40.9	452.1
EFFECTIVE APPROPRIATIONS 2020-21			
Agency for Health Care Administration	283.1	48.8	331.9
Tobacco Prevention and Education	73.4	0.0	73.4
SB 2500 (2021 Supplemental Appropriations (s. 143)	0.0	34.7	34.7
Total 2020-21 Effective Appropriations	356.5	83.5	440.0
AVAILABLE RESERVES	54.7	(42.6)	12.1
FUNDS AVAILABLE 2021-22			
Balance Forward from 2020-21	0.0	12.1	12.1
Expected Payments Estimate (C)	408.6	0.0	408.6
Liggett Settlement Payment	0.3	0.0	0.3
Transfer from Lawton Chiles Endowment Fund	8.2	0.0	8.2
Measures Affecting Revenue	(8.2)	0.0	(8.2)
Interest Earnings	0.5	0.0	0.5
Total 2021-22 Funds Available	409.4	12.1	421.5
EFFECTIVE APPROPRIATIONS 2021-22			
Agency for Health Care Administration	334.8	0.0	334.8
Tobacco Prevention and Education	74.3	0.0	74.3
Total 2021-22 Effective Appropriations	409.2	0.0	409.2
AVAILABLE RESERVES	0.3	12.1	12.4
FUNDS AVAILABLE 2022-23			
Balance Forward from 2021-22	0.0	12.4	12.4
Expected Payments Estimate (C)	418.1	0.0	418.1
Liggett Settlement Payment	0.3	0.0	0.3
Transfer from Lawton Chiles Endowment Fund (A)	8.6	0.0	8.6
Measures Affecting Revenue	(8.6)	0.0	(8.6)
Interest Earnings	0.6	0.0	0.6
Total 2022-23 Funds Available	419.0	12.4	431.4

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DATE: July 23, 2021

	<u>RECURRING</u>	<u>NON- RECURRING</u>	<u>TOTAL</u>
FUNDS AVAILABLE 2023-24			
Expected Payments Estimate (C)	428.2	0.0	428.2
Liggett Settlement Payment	0.3	0.0	0.3
Transfer from Lawton Chiles Endowment Fund (A)	8.9	0.0	8.9
Measures Affecting Revenue	(8.9)	0.0	(8.9)
Interest Earnings	0.7	0.0	0.7
Total 2023-24 Funds Available	429.2	0.0	429.2
FUNDS AVAILABLE 2024-25			
Expected Payments Estimate (C)	438.6	0.0	438.6
Liggett Settlement Payment	0.3	0.0	0.3
Transfer from Lawton Chiles Endowment Fund (A)	9.3	0.0	9.3
Measures Affecting Revenue	(9.3)	0.0	(9.3)
Interest Earnings	0.9	0.0	0.9
Total 2024-25 Funds Available	439.8	0.0	439.8
FUNDS AVAILABLE 2025-26			
Expected Payments Estimate (C)	449.5	0.0	449.5
Liggett Settlement Payment	0.3	0.0	0.3
Transfer from Lawton Chiles Endowment Fund (A)	9.8	0.0	9.8
Measures Affecting Revenue	(9.8)	0.0	(9.8)
Interest Earnings	1.0	0.0	1.0
Total 2025-26 Funds Available	450.8	0.0	450.8

FOOTNOTES

- (A) This financial outlook statement does not include the transfer from the Lawton Chiles Endowment Fund to the Biomedical Research Trust Fund under section 215.5601, Florida Statutes, nor does it include the appropriation from the trust fund. The transfer is projected to be \$0.7 million for FY 2020-21. House Bill 5011 (Ch. 2021-43, L.O.F.) eliminates the transfer to the Tobacco Settlement Trust Fund and the Biomedical Research Trust Fund, effective July 1, 2021, and directs the State Board of Administration (SBA) to liquidate the assets in the Lawton Chiles Endowment Fund by June 30, 2022. The bill also terminates the Lawton Chiles Endowment Fund, effective July 1, 2022, and directs the SBA to transfer all balances remaining to the Budget Stabilization Fund.
- (B) The funds available figures are not adjusted for any financial obligation related to the constitutional funding requirement for tobacco education and prevention. The amount of the financial obligation is estimated to be \$75.9 million for FY 2022-23; \$77.5 million for FY 2023-24; \$79.0 million for FY 2024-25; and \$80.7million for FY 2025-26.

TOBACCO SETTLEMENT TRUST FUND
FINANCIAL OUTLOOK STATEMENT
Post-Session, Including Results of 2021 Regular Session
FY 2020-21 through FY 2025-26
(\$ MILLIONS)

DATE: July 23, 2021

<u>RECURRING</u>	<u>NON- RECURRING</u>	<u>TOTAL</u>
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(C) On January 18, 2017, the State of Florida filed a Motion to Join ITG Brands, LLC as a Defendant and to enforce the Settlement Agreement in the State of Florida, et. al., v. Am. Tobacco Co., R.J. Reynolds Tobacco Co., et. al., No. 95-1466 AH (Fla. 15th Cir. Ct.). On August 18, 2018, the Circuit Court entered a final judgment specifying the principal sum and interest due from R.J. Reynolds to the State of Florida for the period June 12, 2015, through April 30, 2018, as well as providing guidance on how any future unpaid liability to the State should be calculated. In addition, the final judgment reflected the court's rulings issued December 27, 2017, and May 24, 2018, collectively known as the "Liability Orders." R.J. Reynolds subsequently appealed the lower court's decision regarding its liability. On July 29, 2020, the District Court of Appeal unanimously affirmed the lower court's final judgment in all respects, and on September 18, 2020, denied the Appellant's motion for rehearing, rehearing en banc, and certification to the Florida Supreme Court. In response, R.J. Reynolds paid the State of Florida \$192,869,589.86 million to cover the full amount of the outstanding judgment (inclusive of principal and interest). This amount was deposited into the General Revenue Fund on October 6, 2020. Notwithstanding this payment, R.J. Reynolds filed Notice to Invoke Discretionary Jurisdiction of the Florida Supreme Court on October 15, 2020, seeking review of the District Court of Appeal's opinion. On December 18, 2020, the Florida Supreme Court declined to accept jurisdiction and denied the petition for review, while indicating that no motion for rehearing would be entertained.

EDUCATIONAL ENHANCEMENT TRUST FUND
 CONSENSUS REVENUE ESTIMATING CONFERENCE
 RETROSPECT
 FY 2018-19 and FY 2019-20
 (\$ MILLIONS)

DATE: November 9, 2020

	<u>RECURRING</u>	<u>NON- RECURRING</u>	<u>TOTAL</u>
FUNDS AVAILABLE 2018-19			
Balance Forward from 2017-18	0.0	362.6	362.6
Revenue from Lottery Ticket Sales	1,917.6	0.0	1,917.6
Revenue from Slot Machine Activity	200.8	1.8	202.6
Other Revenue (Transferred SUT Collection Allowance)	1.1	0.0	1.1
Refunds and Miscellaneous Revenue	2.4	0.0	2.4
Transfer from DOL Administrative Trust Fund	2.3	0.0	2.3
Interest Earnings	10.4	0.0	10.4
Total 2018-19 Funds Available	2,134.6	364.4	2,499.0
EXPENDITURES 2018-19			
Public Schools	496.9	251.8	748.7
Workforce Education	88.0	0.0	88.0
State University System	302.6	0.0	302.6
Florida College System	272.2	0.0	272.2
Bright Futures	529.1	23.2	552.3
Student Financial Assistance	69.8	0.0	69.8
Miscellaneous	1.1	6.3	7.4
Debt Service on Lottery Bonds	232.1	0.0	232.1
Total 2018-19 Expenditures	1,991.7	281.2	2,272.9
AVAILABLE RESERVES	143.0	83.2	226.2
FUNDS AVAILABLE 2019-20			
Balance Forward from 2018-19	0.0	226.2	226.2
Revenue from Lottery Ticket Sales	1,851.5	0.0	1,851.5
Revenue from Slot Machine Activity	156.7	0.0	156.7
Correction to End-of-Year Outlook for Closeout	0.3	0.0	0.3
Other Revenue (Transferred SUT Collection Allowance)	1.2	0.0	1.2
Refunds and Miscellaneous Revenue	5.2	0.0	5.2
Transfer from DOL Administrative Trust Fund	2.3	8.1	10.5
Interest Earnings	6.8	0.0	6.8
Total 2019-20 Funds Available	2,024.1	234.3	2,258.4
EXPENDITURES 2019-20			
Public Schools	471.3	118.2	589.5
Workforce Education	81.4	0.0	81.4
State University System	382.7	0.0	382.7
Florida College System	150.2	0.0	150.2
Bright Futures	595.1	25.2	620.4
Student Financial Assistance	64.5	0.0	64.5
Miscellaneous	1.2	0.0	1.2
Debt Service on Lottery Bonds	217.2	0.0	217.2
Total 2019-20 Expenditures	1,963.7	143.4	2,107.1
AVAILABLE RESERVES	60.5	90.9	151.3

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EDUCATIONAL ENHANCEMENT TRUST FUND
 FINANCIAL OUTLOOK STATEMENT
 Post-Session, Including Results of 2021 Regular Session
 FY 2020-21 through FY 2025-26
 (\$ MILLIONS)

DATE: July 23, 2021

	<u>RECURRING</u>	<u>NON- RECURRING</u>	<u>TOTAL</u>
FUNDS AVAILABLE 2020-21			
Balance Forward from 2019-20	0.0	151.3	151.3
Estimated Revenues from Lottery Ticket Sales	2,085.0	0.0	2,085.0
Transfer from DOL Administrative Trust Fund	2.3	8.0	10.3
Estimated Revenues from Slot Machine Activity	152.3	0.0	152.3
Interest Earnings	3.7	0.0	3.7
Total 2020-21 Funds Available	2,243.3	159.3	2,402.6
EFFECTIVE APPROPRIATIONS 2020-21			
Public Schools	395.8	95.8	491.6
Workforce Education	91.1	0.0	91.1
State University System	429.8	0.0	429.8
Florida College System	168.2	0.0	168.2
Bright Futures	651.8	0.0	651.8
Student Financial Assistance	72.3	0.0	72.3
SMART Schools/Classrooms First	40.6	0.0	40.6
Class Size Reduction/Debt Service	128.7	0.0	128.7
Other Education Facilities	6.6	0.0	6.6
SB 2500 (2021) Supplemental Appropriation (s. 23)	0.0	18.8	18.8
Total 2020-21 Effective Appropriations	1,984.9	114.6	2,099.5
AVAILABLE RESERVES	258.4	44.7	303.1
FUNDS AVAILABLE 2021-22			
Balance Forward from 2020-21	0.0	303.1	303.1
Estimated Revenues from Lottery Ticket Sales	1,949.4	0.0	1,949.4
Transfer from DOL Administrative Trust Fund	2.3	5.2	7.5
Estimated Revenues from Slot Machine Activity	189.0	0.0	189.0
Interest Earnings	2.0	0.0	2.0
Total 2021-22 Funds Available	2,142.7	308.3	2,451.0
EFFECTIVE APPROPRIATIONS 2021-22			
Public Schools	463.3	267.4	730.7
Workforce Education	106.6	0.0	106.6
State University System	503.1	0.0	503.1
Florida College System	196.9	0.0	196.9
Bright Futures	623.3	0.0	623.3
Student Financial Assistance	84.6	0.0	84.6
SMART Schools/Classrooms First	29.0	0.0	29.0
Class Size Reduction/Debt Service	128.6	0.0	128.6
Other Education Facilities	6.6	0.0	6.6
Total 2021-22 Effective Appropriations	2,142.0	267.4	2,409.4
AVAILABLE RESERVES	0.7	40.9	41.6

EDUCATIONAL ENHANCEMENT TRUST FUND
 FINANCIAL OUTLOOK STATEMENT
 Post-Session, Including Results of 2021 Regular Session
 FY 2020-21 through FY 2025-26
 (\$ MILLIONS)

DATE: July 23, 2021

	<u>RECURRING</u>	<u>NON- RECURRING</u>	<u>TOTAL</u>
FUNDS AVAILABLE 2022-23			
Balance Forward from 2021-22	0.0	41.6	41.6
Estimated Revenues from Lottery Ticket Sales	1,984.1	0.0	1,984.1
Transfer from DOL Administrative Trust Fund	2.3	5.2	7.5
Estimated Revenues from Slot Machine Activity	191.4	0.0	191.4
Interest Earnings	2.8	0.0	2.8
Total 2022-23 Funds Available	2,180.6	46.8	2,227.4
FUNDS AVAILABLE 2023-24			
Estimated Revenues from Lottery Ticket Sales	2,033.3	0.0	2,033.3
Transfer from DOL Administrative Trust Fund	2.3	5.2	7.5
Estimated Revenues from Slot Machine Activity	193.8	0.0	193.8
Interest Earnings	3.4	0.0	3.4
Total 2023-24 Funds Available	2,232.8	5.2	2,238.0
FUNDS AVAILABLE 2024-25			
Estimated Revenues from Lottery Ticket Sales	2,025.6	0.0	2,025.6
Transfer from DOL Administrative Trust Fund	2.3	5.2	7.5
Estimated Revenues from Slot Machine Activity	196.2	0.0	196.2
Interest Earnings	3.9	0.0	3.9
Total 2024-25 Funds Available	2,228.0	5.2	2,233.2
FUNDS AVAILABLE 2025-26			
Estimated Revenues from Lottery Ticket Sales	2,047.4	0.0	2,047.4
Transfer from DOL Administrative Trust Fund	2.3	5.2	7.5
Estimated Revenues from Slot Machine Activity	198.6	0.0	198.6
Interest Earnings	4.5	0.0	4.5
Total 2025-26 Funds Available	2,252.8	5.2	2,258.0

STATE SCHOOL TRUST FUND
 CONSENSUS REVENUE ESTIMATING CONFERENCE
 RETROSPECT
 FY 2018-19 and FY 2019-20
 (\$ MILLIONS)

DATE: November 9, 2020

	<u>RECURRING</u>	<u>NON- RECURRING</u>	<u>TOTAL</u>
FUNDS AVAILABLE 2018-19			
Balance Forward from 2017-18	0.0	48.5	48.5
Transfers from Unclaimed Property TF	218.8	0.0	218.8
Nonoperating Revenue	1.5	0.0	1.5
Interest Earnings	2.0	0.0	2.0
Total 2018-19 Funds Available (A)	222.4	48.5	270.9
EXPENDITURES 2018-19			
Grants & Aids/ Florida Education Finance Program	32.8	0.0	32.8
Class Size Reduction	86.2	0.0	86.2
Total 2018-19 Expenditures	119.0	0.0	119.0
AVAILABLE RESERVES (A)	103.4	48.5	151.9
FUNDS AVAILABLE 2019-20			
Balance Forward from 2018-19	0.0	151.9	151.9
Transfers from Unclaimed Property TF	144.0	0.0	144.0
Nonoperating Revenue	1.5	0.0	1.5
Interest Earnings	5.2	0.0	5.2
Total 2019-20 Funds Available (A)	150.7	151.9	302.6
EXPENDITURES 2019-20			
Grants & Aids/ Florida Education Finance Program	32.4	55.9	88.3
Class Size Reduction	86.2	0.0	86.2
Total 2019-20 Expenditures	118.6	55.9	174.5
AVAILABLE RESERVES (A)	32.1	96.0	128.1

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STATE SCHOOL TRUST FUND
 FINANCIAL OUTLOOK STATEMENT
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 FY 2020-21 through FY 2025-26
 (\$ MILLIONS)

DATE: July 23, 2021

	<u>RECURRING</u>	<u>NON- RECURRING</u>	<u>TOTAL</u>
FUNDS AVAILABLE 2020-21			
Balance Forward from 2019-20	0.0	128.1	128.1
Estimated Transfers from Unclaimed Property TF	202.2	0.0	202.2
Surplus Land Sale	0.0	14.8	14.8
Nonoperating Revenue	1.5	0.0	1.5
Interest Earnings	3.7	0.0	3.7
Total 2020-21 Funds Available	207.4	142.9	350.3
EFFECTIVE APPROPRIATIONS 2020-21			
Florida Education Finance Program	75.8	101.3	177.1
Class Size Reduction	86.2	0.0	86.2
School Board of Miami-Dade Property Purchase	0.0	14.8	14.8
Total 2020-21 Effective Appropriations	162.0	116.1	278.1
AVAILABLE RESERVES	45.4	26.8	72.2
FUNDS AVAILABLE 2021-22			
Balance Forward from 2020-21	0.0	72.2	72.2
Estimated Transfers from Unclaimed Property TF	165.0	0.0	165.0
Measures Affecting Revenue	0.0	(4.4)	(4.4)
Nonoperating Revenue	1.5	0.0	1.5
Interest Earnings	1.7	0.0	1.7
Total 2021-22 Funds Available	168.2	67.8	236.0
Florida Education Finance Program	82.1	62.2	144.3
Class Size Reduction	86.1	0.0	86.1
Total 2021-22 Effective Appropriations	168.2	62.2	230.4
AVAILABLE RESERVES	0.0	5.6	5.6
FUNDS AVAILABLE 2022-23			
Balance Forward from 2021-22	0.0	5.6	5.6
Estimated Transfers from Unclaimed Property TF	175.6	0.0	175.6
Nonoperating Revenue	1.5	0.0	1.5
Interest Earnings	2.4	0.0	2.4
Total 2022-23 Funds Available	179.5	5.6	185.1
FUNDS AVAILABLE 2023-24			
Estimated Transfers from Unclaimed Property TF	177.4	0.0	177.4
Nonoperating Revenue	1.5	0.0	1.5
Interest Earnings	3.0	0.0	3.0
Total 2023-24 Funds Available	181.9	0.0	181.9

STATE SCHOOL TRUST FUND
 FINANCIAL OUTLOOK STATEMENT
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 (\$ MILLIONS)

DATE: July 23, 2021

	<u>RECURRING</u>	<u>NON- RECURRING</u>	<u>TOTAL</u>
FUNDS AVAILABLE 2024-25			
Estimated Transfers from Unclaimed Property TF	180.2	0.0	180.2
Nonoperating Revenue	1.5	0.0	1.5
Interest Earnings	3.5	0.0	3.5
Total 2024-25 Funds Available	185.2	0.0	185.2
FUNDS AVAILABLE 2025-26			
Estimated Transfers from Unclaimed Property TF	181.9	0.0	181.9
Nonoperating Revenue	1.5	0.0	1.5
Interest Earnings	4.0	0.0	4.0
Total 2025-26 Funds Available	187.4	0.0	187.4

**Measures Affecting Revenue and Tax Administration - 2021 Regular Session
Increase/(Decrease) in \$ Millions
FINAL**

Chapter Law	BILL #	Issue	Tax	FY 21-22							
				GR		Trust		Local/Other		Total	
				Cash	Recur.	Cash	Recur.	Cash	Recur.	Cash	Recur.
2021-193	3	Home Book Delivery for Elementary Students	Various Taxes and Fees	(10.0)	(50.0)	0.0	0.0	0.0	0.0	(10.0)	(50.0)
2021-166	46	Craft Distilleries	Beverage Taxes and Fees/Sales and Use Tax	*	*	*	*	*	*	*	*
2021-2	50	Commercial Rent Reduction to 2.0 percent (Section 14)	Sales and Use Tax	0.0	(1,004.9)	0.0	(0.1)	0.0	(130.2)	0.0	(1,135.2)
2021-2	50	Discretionary Sales Surtax--Removal of Exemption (Section 5)	Local Taxes and Fees	0.0	0.0	0.0	0.0	43.2	47.1	43.2	47.1
2021-2	50	Marketplace Platform Sales (Sections 2-6, 8-9, 12)	Sales and Use Tax	887.8	968.5	0.0	0.0	169.9	185.3	1,057.7	1,153.8
2021-2	50	Reemployment Assistance Tax Contribution Rates (Section 16) (1)	Reemployment Assistance Tax	0.0	0.0	(1,306.5)	0.0	0.0	0.0	(1,306.5)	0.0
2021-2	50	Remote Sales/Purchase -- Prospective Treatment (Sections 24-25)	Sales and Use Tax	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2021-2	50	Remote Sellers - \$1 Waste Tire Fee (Section 7)	Other Taxes and Fees	(*)	(*)	(*)	(0.1)	0.0	0.0	0.0	(0.1)
2021-2	50	Remote Sellers - E911 Prepaid Wireless Fee (Section 7)	Other Taxes and Fees	(*)	(0.3)	(0.3)	(3.0)	0.0	0.0	(0.3)	(3.3)
2021-2	50	Remote Sellers - Lead Acid Battery Fee (Section 7)	Transportation	0.0	0.0	(*)	(0.2)	0.0	0.0	0.0	(0.2)
2021-2	50	Remote Sellers (Sections 2-3, 4-5, 8-9)	Sales and Use Tax	85.8	111.2	*	*	16.4	21.3	102.2	132.5
2021-2	50	Rounding (Sections 3, 11, 18-19)	Sales and Use Tax	(16.2)	(17.6)	(*)	(*)	(4.8)	(5.3)	(21.0)	(22.9)
2021-2	50	Sales Tax Distribution to UC Trust Fund (Section 13)	Sales and Use Tax	(506.6)	0.0	506.6	0.0	0.0	0.0	0.0	0.0
2021-63	337	Impact Fees	Local Taxes and Fees	0.0	0.0	0.0	0.0	(**)	(**)	(**)	(**)
2021-162	366	Educational Opportunities Leading to Employment (2)	Worker's Compensation Insurance	0.0	0.0	0.0	0.0	0.0	0/*	0.0	0/*
2021-144	425	Disposition of Unclaimed Property	Unclaimed Property	0.0	0.0	(4.4)	+/-	+/-	0.0	(4.4)	+/-
2021-54	524	FWC Trust Funds	Other Taxes and Fees	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2021-175	566	Car Sharing Services	Sales and Use Tax	4.5	10.9	*	*	1.4	3.3	5.9	14.2
2021-175	566	Car Sharing Services	Rental Car Surcharge	0.1	0.2	0.7	2.2	0.0	0.0	0.8	2.4
2021-208	597	Homestead Exemption for Low Income Seniors	Ad Valorem	0.0	0.0	0.0	0.0	0.0	+/-	0.0	+/-
2021-211	663	Cottage Food Operations	Other Taxes and Fees	(**)	(**)	(**)	(**)	0.0	0.0	(**)	(**)
2021-209	649	Single Petition for Objection to Assessment	Ad Valorem	0.0	0.0	0.0	0.0	0/(**)	(**)	0/(**)	(**)
2021-212	667	Building Inspections	Other Taxes and Fees	(**)	(**)	(**)	(**)	(**)	(**)	(**)	(**)
2021-177	676	Specialty and Special License Plates	Highway Safety Fees	0/**	0/**	0/**	0/**	0/**	0/**	0/**	0/**
2021-214	735	Preemption of Local Occupational Licensing	Local Taxes and Fees	0.0	0.0	0.0	0.0	(**)	(**)	(**)	(**)
2021-78	794	Tax Collection Enforcement Diversion Program	Sales and Use Tax	(0.7)	(0.7)	(*)	(*)	(0.1)	(0.1)	(0.8)	(0.8)
2021-116	838	Clerks of the Circuit Court - Appellate Fees	Article V Fees	(*)	(*)	0.0	0.0	*	*	0.0	0.0
2021-116	838	Clerks of the Circuit Court - Clerks of Court Funding	Article V Fees	0.0	(**)	0.0	**	0.0	**	0.0	0.0
2021-116	838	Clerks of the Circuit Court - Payment Plans	Article V Fees	**	**	**	**	**	**	**	**
2021-179	912	CUP Impact -- Water Management Districts	Local Taxes and Fees	0.0	0.0	0.0	0.0	0/(*)	(*)	0/(*)	(*)
2021-179	912	Land Use and Development Agreements and Permits	Local Taxes and Fees	0.0	0.0	0.0	0.0	+/-	(**)	+/-	(**)
2021-24	1239	Broadband Internet Infrastructure	Local Taxes and Fees	0.0	0.0	0.0	0.0	(**)	0.0	(**)	0.0
2021-232	1261	Higher Education Fee Waivers	Tuition and Fees	0.0	0.0	0.0	0.0	(0.9)	(4.4)	(0.9)	(4.4)
HJR	1377	Flood Damage Resistance Assessment Limitation (4)	Ad Valorem	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2021-104	1598	Consumer Protection	Other Taxes and Fees	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2021-189	1826	Human Trafficking Victim Expunction	Article V Fees	(*)	(*)	0.0	0.0	(*)	(*)	(*)	(*)

Measures Affecting Revenue and Tax Administration - 2021 Regular Session
Increase/(Decrease) in \$ Millions
FINAL

Chapter Law	BILL #	Issue	Tax	FY 21-22							
				GR		Trust		Local/Other		Total	
				Cash	Recur.	Cash	Recur.	Cash	Recur.	Cash	Recur.
2021-135	1966	Department of Business and Professional Regulation (Sections 4 and 6)	Other Taxes and Fees	(*)	(*)	(0.1)	(0.1)	0.0	0.0	(0.1)	(0.1)
2021-135	1966	Department of Business and Professional Regulation (Section 7)	Other Taxes and Fees	(*)	(*)	(*)	(*)	0.0	0.0	(*)	(*)
2021-3	2510	Penalties for State Agency Law Enforcement Radio System	Other Taxes and Fees	0.3	0.3	3.6	3.9	3.9	4.2	7.8	8.4
2021-39	2512	Documentary Stamp Tax Distributions (linked to 1954; ch 2021-28)	Documentary Stamp Tax	6.8	6.8	(6.8)	(6.8)	0.0	0.0	0.0	0.0
2021-5	7056	Trust Funds - Redirect of Fees	Article V Fees	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2021-5	7056	Trust Funds - Redirect of Fees	Other Taxes and Fees	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2021-5	7056	Trust Funds - Termination of Trust Funds	Other Taxes and Fees	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2021-242	7059	Piggyback	Corporate Income Tax	(2.2)	0.0	0.0	0.0	0.0	0.0	(2.2)	0.0
2021-31	7061	Back to School Sales Tax Holiday (Section 43)	Sales and Use Tax	(53.4)	0.0	(*)	0.0	(16.0)	0.0	(69.4)	0.0
2021-31	7061	Brownfields Tax Credit (Sections 31 and 37)	Corporate Income Tax	(17.5)	0.0	0.0	0.0	0.0	0.0	(17.5)	0.0
2021-31	7061	Change of Ownership; Calamity and Misfortune (Sections 2, 4, 6, 7, and 48)	Ad Valorem	0.0	0.0	0.0	0.0	(**)	(**)	(**)	(**)
2021-31	7061	Data Center Extension (Section 20)	Sales and Use Tax	0.0	(1.1)	0.0	(*)	0.0	(0.3)	0.0	(1.4)
2021-31	7061	Sale Tax Holiday for Disaster Preparedness (Section 44)	Sales and Use Tax	(8.1)	0.0	(*)	0.0	(2.4)	0.0	(10.5)	0.0
2021-31	7061	Documentary Stamp Tax Exemption (Section 14)	Documentary Stamp Tax	(**)	(**)	(**)	(**)	0.0	0.0	(**)	(**)
2021-31	7061	DOR Legislative Concepts - Aggregation of Theft of Sales Tax (Section 23)	Various Taxes and Fees	0.0	0.0	0.0	0.0	0.0	0/(*)	0.0	0/(*)
2021-31	7061	DOR Legislative Concepts - Dealer Electronic Audit Record (Sections 22 and 50)	Various Taxes and Fees	0.0	0.0	0.0	0.0	0.0	0/(*)	0.0	0/(*)
2021-31	7061	DOR Legislative Concepts - Determination of Severance Tax Rate (Section 17)	Various Taxes and Fees	0.0	0.0	0.0	0.0	0.0	0/(*)	0.0	0/(*)
2021-31	7061	DOR Legislative Concepts - Forwarding Agent Certification Process (Sections 18, 27, 51)	Various Taxes and Fees	0.0	0.0	0.0	0.0	0.0	0/(*)	0.0	0/(*)
2021-31	7061	DOR Legislative Concepts - Late First Installment Payment (Sections 13 and 47)	Various Taxes and Fees	0.0	0.0	0.0	0.0	0.0	0/(*)	0.0	0/(*)
2021-31	7061	Educational Exemption Transfer - s. 212.0602 (Sections 11 and 12)	Ad Valorem	0.0	0.0	0.0	0.0	(0.6)	(0.6)	(0.6)	(0.6)
2021-31	7061	Elevated Properties (Sections 3 and 5)	Ad Valorem	0.0	0.0	0.0	0.0	0.0	0/(**)	0.0	0/(**)
2021-31	7061	Freedom Week - Recreation Sales Tax Holiday (Section 45)	Sales and Use Tax	(41.4)	0.0	(*)	0.0	(12.4)	0.0	(53.8)	0.0
2021-31	7061	House of Worship Educational Property (Section 11)	Ad Valorem	0.0	0.0	0.0	0.0	(7.6)	(0.5)	(7.6)	(0.5)
2021-31	7061	Increases Moffitt Cancer Center Distribution (Sections 15 and 49)	Cigarette Tax and Surcharge	(11.4)	(22.9)	0.0	0.0	11.4	22.9	0.0	0.0
2021-31	7061	Independent Living Items Sales Tax Exemption (Section 21)	Sales and Use Tax	(1.2)	(2.9)	(*)	(*)	(0.4)	(0.9)	(1.6)	(3.8)
2021-31	7061	Internship Tax Credit Program (Sections 29, 30, 34, and 51)	Corporate Income Tax	(2.5)	0.0	0.0	0.0	0.0	0.0	(2.5)	0.0
2021-31	7061	Nonprofit Property Tax Exemptions (Sections 8 and 9)	Ad Valorem	0.0	0.0	0.0	0.0	0.0	+/- ins.	0.0	+/- ins.
2021-31	7061	Sports Development Program Distribution (Sections 25, 26, 28, 35, 36, 39, and 46)	Sales and Use Tax	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2021-31	7061	Repeals Charitable Reporting (Section 2)	Ad Valorem	0.0	0.0	0.0	0.0	0.0	(**)	(**)	(**)
2021-31	7061	Sales Tax Absorption (Sections 19 and 23)	Sales and Use Tax	(**)	(**)	(**)	(**)	(**)	(**)	(**)	(**)
2021-31	7061	Strong Families Tax Credit (Sections 16, 24, 29, 30, 32, 33, 38, 40-42, 51-53)	Various Taxes and Fees	(5.0)	(5.0)	0.0	0.0	0.0	0.0	(5.0)	(5.0)
2021-31	7061	Tax Exemption for Affordable Housing (Section 10)	Ad Valorem	0.0	0.0	0.0	0.0	0.0	(22.8)	0.0	(22.8)
TOTAL				309.1	(7.5)	(807.2)	(4.2)	201.0	119.0	(297.1)	107.3
VETOES				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL LESS VETOES				309.1	(7.5)	(807.2)	(4.2)	201.0	119.0	(297.1)	107.3
2021-2	50	General Revenue Refunds for Reemployment Assistance Tax Overpayments (3) (sections 15-17)	General Revenue Outlook	(173.7)	0.0	0.0	0.0	0.0	0.0	(173.7)	0.0
2021-43	5011	Termination of the Lawton Chiles Endowment Fund	Lawton Chiles Endowment Fund	0.0	0.0	(9.0)	0.0	0.0	0.0	(9.0)	0.0

Measures Affecting Revenue and Tax Administration - 2021 Regular Session
Increase/(Decrease) in \$ Millions
FINAL

Chapter Law	BILL #	Issue	Tax	FY 21-22							
				GR		Trust		Local/Other		Total	
				Cash	Recur.	Cash	Recur.	Cash	Recur.	Cash	Recur.

(1) - There is a current year impact of (\$480.3m) to Trust Fund.

(2) - The impact of the implementing bill to the constitutional amendment is zero/negative indeterminate due to the requirement for a statewide referendum. If the constitutional amendment does not pass, the impact is zero. If approved, the Conference adopted the following impact:

	School		Non-School		Total Local/Other	
	Cash	Recurring	Cash	Recurring	Cash	Recurring
2021-22	0.0	(51.1)	0.0	0.0	0.0	(51.1)
2022-23	0.0	(51.1)	0.0	0.0	0.0	(51.1)
2023-24	(9.7)	(51.1)	0.0	0.0	(9.7)	(51.1)
2024-25	(18.5)	(51.1)	0.0	0.0	(18.5)	(51.1)
2025-26	(28.3)	(51.1)	0.0	0.0	(28.3)	(51.1)

(3) - This is a General Revenue Outlook issue. The impact to General Revenue is (\$293.2m) in the current fiscal year (FY 2020-21) and (\$173.7m) in FY 2021-22.

(4) - The Conference adopted a zero impact since each bill is a joint resolution proposing a constitutional amendment to be submitted to the voters which is not self-executing.

Notes: The symbols used in this document have the following meanings:

- * Insignificant positive (less than \$50,000)
- (*) Insignificant negative (less than \$50,000)
- ** Indeterminate positive
- (**) Indeterminate negative
- 0/* Insignificant positive or zero
- 0/(*) Insignificant negative or zero
- 0/** Indeterminate positive or zero
- 0/(**) Indeterminate negative or zero
- +/- Indeterminate positive or negative
- +/- ins. Insignificant positive or negative

Measures Affecting Revenue and Tax Administration - 2021 Special Session A
Increase/(Decrease) in \$ Millions
FINAL

Chapter Law	BILL #	Issue	Tax	FY 21-22							
				GR		Trust		Local/Other		Total	
				Cash	Recur.	Cash	Recur.	Cash	Recur.	Cash	Recur.
2021-268	2A	Implementation of the 2021 Gaming Compact	Indian Gaming Revenues	317.6	317.6	0.0	0.0	0.0	0.0	317.6	317.6
TOTAL				317.6	317.6	0.0	0.0	0.0	0.0	317.6	317.6
VETOES				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL LESS VETOES				317.6	317.6	0.0	0.0	0.0	0.0	317.6	317.6

Notes: The symbols used in this document have the following meanings:

- * Insignificant positive (less than \$50,000)
- (*) Insignificant negative (less than \$50,000)
- ** Indeterminate positive
- (**) Indeterminate negative
- 0/* Insignificant positive or zero
- 0/(*) Insignificant negative or zero
- 0/** Indeterminate positive or zero
- 0/(**) Indeterminate negative or zero
- +/- Indeterminate positive or negative
- +/- ins. Insignificant positive or negative

2021 REGULAR LEGISLATIVE SESSION - SUPPLEMENTAL APPROPRIATIONS

			General Revenue		Trust Fund		
Bill Number	Chapter Law	Summary	Recurring	Nonrecurring	Recurring	Nonrecurring	Total All Funds
FY 2020-2021							
SB 50	2021-2	Taxation		353,000			353,000
TOTAL FY 2020-2021			0	353,000	0	0	353,000
FY 2021-2022							
SB 54	VETOED	Motor Vehicle Insurance				83,651	83,651
SB 184	2021-93	Purple Alert			107,111	92,790	199,901
SB 366	2021-162	Educational Opportunities Leading to Employment		2,000,000			2,000,000
HB 7061	2021-31	Taxation		208,000			208,000
HB 1239	2021-24	Broadband Internet Infrastructure		1,500,000			1,500,000
SB 1770	2021-133	Genetic Counseling			41,535	4,429	45,964
		Subtotal	0	3,708,000	148,646	180,870	4,037,516
		Less Vetoes	0	0	0	83,651	83,651
TOTAL FY 2021-2022			0	3,708,000	148,646	97,219	3,953,865

2021 SPECIAL SESSION A - SUPPLEMENTAL APPROPRIATIONS

			General Revenue		Trust Fund		
Bill Number	Chapter Law	Summary	Recurring	Nonrecurring	Recurring	Nonrecurring	Total All Funds
FY 2021-2022							
SB 4-A	2021-269	Gaming Enforcement		2,100,000			2,100,000
TOTAL FY 2021-2022			0	2,100,000	0	0	2,100,000

	General Revenue		Trust Fund		Total All Funds
	Recurring	Nonrecurring	Recurring	Nonrecurring	
GRAND TOTAL Net of Vetoes	0	6,161,000	148,646	97,219	6,406,865

**TRUTH IN BONDING STATEMENT
IN SUPPORT OF THE 2021-22 GENERAL APPROPRIATIONS ACT**

Turnpike Revenue Bonds

The State of Florida has authorized \$736.9 million of new debt or obligation for Florida Turnpike construction projects in accordance with s. 338.227, F.S., beginning in Fiscal Year 2021-22. The debt or obligation is expected to be repaid over a period of 30 years. At a forecasted interest rate of 4.75%, the total interest paid over the life of the bonds will be \$676.2 million. From prior authorizations, the Department of Transportation also plans to issue approximately \$21.3 million of debt or obligation.

Right-of-Way Bonds

The State of Florida has authorized \$238.0 million of new debt or obligation for right-of-way acquisition and bridge construction projects in accordance with s. 215.605, F.S., beginning in Fiscal Year 2021-22. The debt or obligation is expected to be repaid over a period of 30 years. At a forecasted interest rate of 4.75%, the total interest paid over the life of the bonds will be \$215.3 million. From prior authorizations, the Department of Transportation also plans to issue approximately \$64.7 million of debt or obligation.

Transportation Financing Corporation

The State of Florida has authorized \$88.3 million of new debt or obligation for a construction project in accordance with s. 339.0809, F.S., beginning in Fiscal Year 2021-22. The debt or obligation is expected to be repaid over a period of 15 years. At a forecasted interest rate of 4.75%, the total interest paid over the life of the bonds will be \$37.6 million. From prior authorizations, the Department of Transportation also plans to issue approximately \$34.3 million of debt or obligation.

GARVEE Bonds

The State of Florida has authorized \$244.9 million of new debt or obligation for construction, reconstruction, and improvement of projects that are eligible to receive federal-aid highway funds in accordance with s. 215.616, F.S., beginning in Fiscal Year 2021-22. The debt or obligation is expected to be repaid over a period of 12 years. At a forecasted interest rate of 4.75%, the total interest paid over the life of the bonds will be \$82.8 million. From prior authorizations, the Department of Transportation also plans to issue approximately \$32.6 million of debt or obligation.

Corrections Facilities Bonds

The State of Florida is proposing to issue \$158.2 million of debt or obligation for the purpose of corrections mental health facilities construction projects on behalf of the Department of Corrections and the Department of Management Services. The debt or obligation is expected to be repaid over a period of 20 years. At a forecasted interest rate of 4.75%, the total interest paid over the life of the debt will be \$84.9 million.

SUMMARY OF OUTSTANDING STATE DEBT

As reported by the Division of Bond Finance in the State of Florida 2020 Debt Report released in December 2020, total State direct debt outstanding as of June 30, 2020, was \$19.2 billion. Of this amount, net tax-supported debt for programs supported by state tax revenues or tax-like revenues totaled \$15.6 billion while self-supporting debt, representing debt secured by revenues generated from operating bond-financed facilities, totaled \$3.6 billion.



MEMORANDUM

DATE: August 17, 2021

TO: Town of Pembroke Park Commission
Town of Pembroke Park Town Manager
Town of Pembroke Park Town Clerk

FROM: Desinda Wood-Carper
DC Strategies LLC

RE: June – July 2021 Activity Report

DC Strategies LLC continues to provide grant opportunity information and special project coordination for the Town of Pembroke Park and appreciates the opportunity to provide this progress report and monthly activity update.

June – July 2021

- Usually each month, DC Strategies LLC would monitor the Town's workshop meetings and Commission meeting via online participation. During this time, no commission meetings were convened.
- DC Strategies consulted with the Town Police Chief and Staff regarding project funding for the Police Department from State and federally-issued grants.
- DC Strategies LLC has monitored the activity of the Florida Department of Economic Opportunity and the Florida Housing Finance Corporation for departmental grant funding programs for local governments and possible unincumbered funding that could be shifted to accommodate the housing restoration needs of Pembroke Park.
*This funding could be used to launch the Neighborhood Improvement Program.
- The State Appropriations bill (Budget) was signed by the Governor on Wednesday, June 2, 2021 with approximately \$1.5 B in vetoed projects and funding. State agency grant cycles should begin where the State Budget has designated funding. DC Strategies LLC will monitor State grant availability.
-

P.O. Box 470 Winter Park, FL 32792 (850) 363-3781



- DC Strategies LLC met with Police Department Chief ongoingly through out these months to share and update staff on the progress & information from sources impacting police funding, mainly, the federal Department of Justice
- DC Strategies LLC continued to research all sources (Federal, State & private sources) to accomplish the funding goals for the Pembroke Park Police Department.
State funding programs targeted include the Florida Department of Law Enforcement: 3 grants
 - ✓ Grant for officer salaries for up to 24 months has not occurred to date
 - ✓ Grant for equipment purchase (No **FDLE GRANT ANNOUNCEMENT**)
 - ✓ Grant for training (No **FDLE GRANT ANNOUNCEMENT**)

Federal funding programs include programs administered by the Department of Justice and the Department of Homeland Security.

At the time, it was thought that there would be an appropriation line item submitted at the congressional level with deposit into the DOJ TF for equipment. Unfortunately, there was no support from the congressional member.

- DC Strategies LLC worked with the Police Department to complete grant pre-registration and grant applications for the DOJ COPS Hiring Program (CHP) grant, DOJ Accreditation grant and the DOJ Resource Officer grant, which would have paid for entry Officer base salaries for three years and paid for the Town's accreditation cost, if awarded.
- DC Strategies LLC also worked with the Police Department to complete pre-registration for the DOJ School Violence Prevention (SVPP) grant that would have trained and funded a School Resource Officer within the Pembroke Park Police Department.

Should you require any additional information, please do not hesitate to contact me at (850) 363-3781

P.O. Box 470 Winter Park, FL 32792 (850) 363-3781

Helmich Consulting, Inc.

MEMORANDUM

To: David Sigerson
From: Helmich Consulting, Inc.
Date: August 20, 2021
RE: Town of Pembroke Park July Report

During the month of July, I monitored Legislative and Executive branch activities at the Capital. However, there was little or no Legislative activity due to it being mid-summer.

I was asked by Mr. Sigerson to be alert to any information about what, if any, the protocols will be in terms of public access to the Capital during the upcoming Interim Committee meetings. I have reached out to some of my legislative leadership staff sources and have learned that there is no definite plan currently to prohibit or limit access to the Capital. However, as the Delta variant cases have been increasing, I will continue to monitor the situation.

Having reviewed what happened during the 2021 Legislative Session, Mr. Sigerson and I discussed Town's annexation issue in light of the Land Use and Growth Management Legislative Policy Committee of the Florida League of Cities adopting annexation (including our issue) as "Policy Position" at its July meeting. This means that we will continue to have support from the FLC. We also discussed setting up meetings during the September and October Interim Committee meeting week with regard to our annexation issue.

We discuss the political landscape for potential impact on the Town's agenda considering that three South Florida Democrats are running for Congressional D. 20, have had to resign as of January 11th and will not be able to be replaced for the 2022 Legislative Session which starts on the same day. There is also the impact of state legislative redistricting and the addition of a Congressional seat which will have a significant impact of the Legislative Session.

As previously reported, we continue to keep in close contact with the new House and Senate leadership and their teams on both sides to lend assistance where needed as well as staying in contact with Governor's office staff on our annexation concerns.

If you have any questions or need anything always feel free to reach out to me at Bill@helmichconsulting.com or 850-251-3126.



TOWN OF PEMBROKE PARK

Regular Commission Meeting
Commission Chambers
3150 SW 52 Avenue
Pembroke Park, FL. 33023
September 08, 2021
7:00 PM

Mayor Geoffrey Jacobs
Clerk Reynold Dieuville
Commissioner Howard Clark

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

REGULAR COMMISSION MEETING MINUTES

1. CALL TO ORDER –The meeting was called to order at 7:11 pm by Mayor Geoffrey Jacobs.

2. PLEDGE OF ALLEGIANCE led by Commission.

3. ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 7:11 pm by Mayor Jacobs. Present at the meeting were Mayor Geoffrey Jacobs; Clerk Commissioner Reynold Dieuville

Additional staff in attendance were Town Manager JC Jimenez; Town Attorney Melissa Anderson; Town Clerk Marlen D. Martell; Assistant to the Town Clerk Suzi Reutlinger; Town Planner Heidi Siegel; Interim Police Chief Dave Howard; Assistant Public Works Director Myriam Jacques; IT Director Mark Pakula; Interim Building Official Miguel Nunez; Building Manager Lucie Manzerolle and other staff.

4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

MOTION TO APPROVE THE AGENDA AS IS MADE BY CLERK COMMISSIONER DIEUVEILLE, SECONDED BY COMMISSIONER CLARK, **MOTION PASSES 3-0**

5. PRESENTATION'S/ PROCLAMATIONS

1

Town of Pembroke Park
Regular Commission Meeting
September 8, 2021

5.1 Constitutional Week – Mayor and Commissioners
PROCLAMATION WAS READ BY MAYOR JACOBS

5.2 Health Insurance Presentation – Advisor Rosen
ADVISOR GLORIA ROSEN PRESENTED CHANGES TO THE INSURANCE

11.1/5.2a Health Insurance Renewal - Advisor Rosen, Finance Director Taubenfeld
MOTION TO APPROVE THE HEALTH INSURANCE RENEWAL MADE BY
COMMISSIONER CLARK, SECONDED BY CLERK COMMISSIONER DIEUVEILLE,
MOTION PASSED 3-0.

11.2/5.2b Health Care Benefits - Advisor Rosen, Finance Director Taubenfeld
MOTION TO ADOPT THE HEALTH CARE BENEFITS MADE BY COMMISSIONER
CLARK, SECONDED BY CLERK COMMISSIONER DIEUVEILLE, **MOTION PASSED
3-0**

5.3 Set Legislative Priorities - Lobbyist Sigerson and Town Manager Jimenez
LOBBYIST SIGERSON SPOKE ON RECORD
LOBBYIST CONNIE VANASSCHE SPOKE ON RECORD
TOWN MANAGER JC JIMENEZ TO SET ENVISIONING WORKSHOP

MOTION TO APPROVE EVERYTHING ON LIST UNTIL SOMETHING DOES NOT
HAPPEN THEN THEY ARE ALLOWED TO MOVE FORWARD MADE BY
COMMISSIONER CLARK, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION
PASSED 3-0.**

5.4 Presentation by Florida Department of Transportation regarding I-95 PD&E Study
KENZOT JASMIN SPOKE ON RECORD
RYAN SOLIS'RIOS SPOKE ON RECORD

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

David Roach, resident from Dale Village spoke on record
Robert Janzer spoke on record

7. CONSENT AGENDA

7.1 Bills over \$500 - Finance Director Taubenfeld

7.2 Pension Plan Annual Contribution - Finance Director Taubenfeld

7.3 Purchase of Scanners and Printers for Building Department from CDW-G - IT Director
Pakula

7.4 Adobe Acrobat for 2021 to 2022 - IT Director Pakula

7.5 Training Officer 2000 Software Application - Interim Police Chief Howard

7.6 Updated recruitment action plan for police - Interim Police Chief Howard, HR Consultant Menegazzo

7.7 Johnson, Anselmo, Murdoch, Burke, Piper and Hochman, P.A. Engagement Agreement - Town Attorney Anderson

7.8 2021 ICMA Annual Conference - Town Manager Jimenez

7.9 Non-Vehicular Access Line ("NVAL") Modification -- 3195 West Hallandale Beach Boulevard - Town Planner Siegel

RESOLUTION NO. 2021-044 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING A MODIFICATION TO THE NON-VEHICULAR ACCESS LINE OPENING ALONG WEST HALLANDALE BEACH BOULEVARD, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

7.10 Modifications to a previously approved site plan and building design -- 3441 West Hallandale Beach Boulevard (Car Wash) - Town Planner Siegel

RESOLUTION NO. 2021-043 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **RESCINDING RESOLUTION NO. 2021 – 019 AND APPROVING A SITE DEVELOPMENT PLAN APPLICATION FOR AN ENCLOSED AUTO LAUNDRY AND USE OCCURRING OUTSIDE AN ENCLOSED BUILDING AT 3441 WEST HALLANDALE BEACH BOULEVARD AS REQUIRED BY TOWN OF PEMBROKE PARK CODE SECTION 20-16; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

MOTION TO APPROVE CONSENT AGENDA MADE BY COMMISSIONER CLARK, SECONDED BY CLERK COMMISSIONER DIEUVEILLE, **MOTION PASSED 3-0.**

8. RESOLUTIONS

8.1 Requesting that FDOT remove the impacts to existing businesses in the Town of Pembroke Park from the PD&E study for Interstate 95 and any future design - Town Planner Siegel

RESOLUTION NO. 2021-045 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **REQUESTING THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION REMOVE THE IMPACTS TO EXISTING BUSINESSES IN THE TOWN OF PEMBROKE PARK FROM THE PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY FOR INTERSTATE 95 (I-95) FROM SOUTH OF HALLANDALE BEACH BOULEVARD (SR 858) TO NORTH OF HOLLYWOOD BOULEVARD (SR 820) AND ANY FUTURE DESIGN;**

3

REQUESTING THE FLORIDA DEPARTMENT OF TRANSPORTATION TO CONSIDER IMPROVEMENTS TO INTERSTATE 95 IN THE TOWN OF PEMBROKE PARK THAT DO NOT INCLUDE IMPACTS TO PROPERTIES IN THE TOWN; AND INSTRUCTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO CERTAIN ENTITIES AND PEOPLE; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

MOTION TO APPROVE RESOLUTION NO. 2021-045 MADE BY CLERK COMMISSIONER DIEUVEILLE, SECONDED BY COMMISSIONER CLARK, **MOTION PASSED 3-0.**

8.2 Appointment of Robert Clark - HR Consultant Menegazzo

RESOLUTION NO. 2021-041 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPOINTING ROBERT CLARK AS PUBLIC SERVICES DIRECTOR; PROVIDING FOR PUBLIC SERVICES DIRECTOR'S COMPENSATION; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.**

MOTION TO APPROVE ROBERT CLARK AS PUBLIC SERVICES DIRECTOR MADE BY CLERK COMMISSIONER DIEUVEILLE, SECONDED BY COMMISSIONER CLARK, **MOTION PASSED 3-0.**

9. ORDINANCES 1ST READING

Solid Waste Collection - Town Attorney Anderson

ORDINANCE 2021-005 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **REVISING CHAPTER 11, ARTICLE IV, DIVISION 4 "SOLID WASTE COLLECTION" OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

MAYOR JACOBS OPENED DISCUSSION FOR PUBLIC COMMENT
MAYOR JACOBS CLOSED DISCUSSION FOR PUBLIC COMMENT

MOTION TO ADOPT ORDINANCE NO. 2021-005 MADE BY COMMISSIONER CLARK, SECONDED BY CLERK COMMISSIONER DIEUVEILLE, **MOTION PASSED 3-0**

9.2 Procurement Code Ordinance - Town Attorney Anderson

ORDINANCE NO. 2021-006 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING ARTICLE V "PROCUREMENT" BY DELETING THE EXISTING ARTICLE IN ITS ENTIRETY AND REPLACING IT WITH THE NEW ARTICLE V "PROCUREMENT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR**

4

INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

MAYOR JACOBS OPENED DISCUSSION FOR PUBLIC COMMENT
MAYOR JACOBS CLOSED DISCUSSION FOR PUBLIC COMMENT

MOTION TO ADOPT ORDINANCE NO. 2021-006 MADE BY COMMISSIONER CLARK,
SECONDED BY CLERK COMMISSIONER DIEUVEILLE, **MOTION PASSED 3-0**

Town Manager Jimenez to add to weekly report submitted to the Commission

10. OLD BUSINESS

10.1 CDBG 45th Year - ADA Restrooms - Interim Public Services Director Jacques
MOTION TO APPROVE CHANGE ORDER #4 MADE BY COMMISSIONER CLARK,
SECONDED BY CLERK COMMISSIONER DIEUVEILLE, **MOTION PASSED 3-0.**

11. NEW BUSINESS

11.3 Appointment of Planning and Zoning Board Members - Town Planner Siegel
MOTION TO APPOINT 2 NEW MEMBERS CHARISE COLON AND KEN
MORRISSETTE TO THE PLANNING AND ZONING COMMITTEE MADE BY
COMMISSIONER CLARK, SECONDED BY CLERK COMMISSIONER DIEUVEILLE.
MOTION PASSED 3-0.

11.4 Range Ammo for Police - Interim Police Chief Howard
MOTION TO APPROVE RANGE AMMO NOT TO EXCEED IN THE AMOUNT OF
\$5,000.00 MADE BY COMMISSIONER CLARK, SECONDED BY CLERK
COMMISSIONER DIEUVEILLE, **MOTION PASSED 3-0.**

11.5 Memorandum of Understanding - Interim Police Chief Howard
Regarding The Broward County Juvenile Civil Citation Program
MOTION TO APPROVE JUVENILE CIVIL CITATION PROGRAM MADE BY
COMMISSIONER CLARK, SECONDED BY CLERK COMMISSIONER DIEUVEILLE,
MOTION PASSED 3-0.

11.6 Special Election District 1 - Commissioner Clark
AND

11.7 Special Election District 5 - Commissioner Clark

MOTION TO HOLD A SPECIAL ELECTION FOR DISTRICT 1 AND 5 MADE BY
COMMISSIONER CLARK, SECONDED BY CLERK COMMISSIONER DIEUVEILLE,
MOTION DIES 2-1. Mayor Jacobs and Clerk Commissioner Dieuveille opposed.

11.8 CDC Requirements: COVID 19 - Commissioner Clark

5

HR CONSULTANT MENEGAZZO TO PRESENT A NEW POLICY REGARDING COVID-19

11.9 Police Department. Cost and expenses - Commissioner Clark
ITEM DISCUSSED

11.10 Awarding of Invitation to Bid Replacement of lift Station #15 Rev. 1- Interim Public Services Director Jacques

RESOLUTION NO. 2021-046 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AWARDING THE CONTRACT FOR ITB 21-03 FOR REPLACEMENT OF LIFT STATION #15 TO C&I CONSTRUCTION AND DESIGN, INC. AFTER A COMPETITIVE SELECTION PROCESS;** SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

MOTION TO APPROVE AND NEGOTIATE RESOLUTION NO. 2021-046 MADE BY COMMISSIONER CLARK, SECONDED BY CLERK COMMISSIONER DIEUVEILLE.
MOTION PASSED 3-0

12. DISCUSSION

TOWN PLANNER SIEGEL TO PUT TOGETHER A VISIONING WORKSHOP WHICH NEEDS TO BE ADVERTISED AND RECORDED.

13. TOWN ATTORNEY REPORTS:

1ST CHARTER REVIEW COMMITTEE WENT WELL.

2ND READING OF ORDINANCE 2021-005 AND 2021-006 PLACED ON THE OCTOBER 13, 2021 REGULAR COMMISSION MEETING

14. TOWN MANAGER REPORTS:

TOWN MANAGER JIMENEZ GAVE AN UPDATE ON STREETLIGHTS ON 56TH AND COUNTY LINE RD.

PUBLIC WORKS REMOVED THE WHITE DONATION BOX

15. COMMISSION REPORTS:

Commissioner Clark:

GLOBAL WARMING IS REAL AND ANYTHING THE TO IMPROVE INFRASTRUCTURE

Clerk Commissioner Dieuville:

WOULD LIKE TO ADD THE RECREATION BUILDING REPAIR TO THE WISH LIST

Mayor Jacob:

MAYOR TO SEND TOWN MANAGER A PICTURE OF THE HAND SANITIZERS FOR OUTSIDE THE DOORS

16. ANNOUNCEMENTS

Planning & Zoning Meeting - Thursday, September 9, 2021 at 6:00 PM

1st Budget Hearing Meeting - Monday, September 13, 2021 at 6:00 PM

Special Magistrate Hearing - Wednesday, September 15, 2021 at 9:00 AM

Workshop Commission Meeting - Wednesday, September 22, 2021 at 6:00 PM

2nd Budget Hearing Meeting - Thursday, September 23, 2021 at 6:00 PM

ADJOURNMENT

With no further items for discuss, meeting adjourned at 9:02 PM, **ALL IN FAVOR 3-0.**

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Town Clerk

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

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

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

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TOWN OF PEMBROKE PARK

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

1st BUDGET HEARING MEETING MINUTES Monday September 13, 2021, at 6:00 PM

Mayor Geoffrey Jacobs
Clerk Reynold Dieuville
Commissioner Howard Clark

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

1. CALL TO ORDER by Mayor Jacobs at 6:10pm.

2. PLEDGE OF ALLEGIANCE: led by Mayor and Commissioners.

3. ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 6:10 pm by Mayor Jacobs. Present at the meeting were Mayor Geoffrey Jacobs; Clerk Commissioner Reynold Dieuville

Additional staff in attendance were Town Manager JC Jimenez; Town Attorney Melissa Anderson; Town Clerk Marlen D. Martell; Assistant to the Town Clerk Suzi Reutlinger; Town Planner Heidi Siegel; Interim Police Chief David Howard; Assistant Public Works Director Myriam Jacques; IT Director Mark Pakula; Interim Building Official Miguel Nunez; Building Manager Lucie Manzerolle and other staff.

4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA:

NONE

5. PUBLIC COMMENT RELATED TO AGENDA ITEMS / GOOD & WELFARE:

NONE

6. NEW BUSINESS

6.1 Proposed millage rate of 8.5 mills - Town Manager Jimenez, Finance Director Taubenfeld

1st Budget Hearing Meeting
September 13, 2021

MOTION TO ADOPT PROPOSED MILLAGE RATE AS PRESENTED BY COMMISSIONER CLARK, SECONDED BY CLERK COMMISSIONER DIEUVEILLE. MOTION PASSED 3-0.

Town of Pembroke Park - Town Manager Jimenez, Finance Director Taubenfeld
Proposed Budget Fiscal Year 2021/2022- The millage proposed is the rolled-back determined in accordance with the provisions of Section 200.065(1), Florida Statutes, in that the rolled-back rate computed as aforesaid is 7.8833, and the proposed millage rate is 8.50, which is 7.82 percent more than the rolled-back rate.

PUBLIC COMMENT:

NONE

MOTION TO ADOPT THE TENTATIVE BUDGET RATE FOR FISCAL YEAR 2021/2022. MOTION BY COMMISSIONER CLARK, SECONDED CLERK COMMISSIONER DIEUVEILLE. MOTION PASSED 3-0.

PUBLIC COMMENT:

NONE

MOTION TO APPROVE ADVERTISING FOR SEPTEMBER 23, 2021 AT 6:00PM. MOTION MADE BY COMMISSIONER CLARK, SECONDED BY CLERK COMMISSIONER DIEUVEILLE. MOTION PASSED 3-0.

7. DISCUSSION

NONE

8. COMMISSION REPORTS

NONE

9. ATTORNEY REPORTS

NONE

10. TOWN MANAGER REPORTS

NONE

11. ANNOUNCEMENTS

1st Budget Hearing Meeting
September 13, 2021

Special Magistrate Hearing - Wednesday, September 15, 2021 at 9:00 AM
Workshop Commission Meeting - Wednesday, September 22, 2021 at 6:00 PM
2nd Budget Hearing Meeting - Thursday, September 23, 2021 at 6:00 PM

12.ADJOURNMENT

With no further items for discussion, meeting adjourned at 6:45pm, unanimous motioned for adjournment.

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Town Clerk

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

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

1st Budget Hearing Meeting
September 13, 2021

Page 3 of 3



TOWN OF PEMBROKE PARK

Workshop Commission Meeting

Commission Chambers

3150 SW 52 Avenue

Pembroke Park, FL. 33023

September 22, 2021

6:00 PM

Mayor Geoffrey Jacobs
Clerk Reynold Dieuville
Commissioner Howard Clark

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

WORKSHOP COMMISSION MEETING MINUTES

1. CALL TO ORDER –The meeting was called to order at 6:05 pm by Mayor Geoffrey Jacobs.

2. PLEDGE OF ALLEGIANCE led by Commission.

3. ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 6:05 pm by Mayor Jacobs. Present at the meeting were Mayor Geoffrey Jacobs; Clerk Commissioner Reynold Dieuville, **ABSENT** Commissioner Clark.

Additional staff in attendance were Town Manager JC Jimenez; Town Attorney Melissa Anderson; Town Clerk Marlen D. Martell; Administrative Assistant to the Town Clerk Suzi Reutlinger; Administrative Assistant to the Commissioners Joy Brown; Town Planner Heidi Seigel; Chief of Police Dave Howard; IT Director Mark Pakula; Interim Building Official Miguel Nunez; Building Manager Lucie Manzerolle and other staff.

4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

NONE

1

Town of Pembroke Park
Workshop Commission Meeting
September 22, 2021

COMMISSIONER HOWARD P. CLARK'S LETTER OF RESIGNATION WAS READ INTO THE RECORD. THE MAYOR THANKED COMMISSIONER CLARK FOR HIS YEARS OF SERVICE.

5. PRESENTATION'S

NONE

6. REPORTS OF COMMITTEES AND CITY STAFF

6.1 Broward Sheriff's Office - Captain Coker

REPORT GIVEN TO THE COMMISSION FOR REVIEW

6.2 Fire Department – Chief Kane

REPORT GIVEN TO THE COMMISSION FOR REVIEW

7. BUILDING DEPARTMENT - BUILDING OFFICIAL NUNEZ

7.1 Building Department Report

REPORT GIVEN TO THE COMMISSION FOR REVIEW

8. CODE ENFORCEMENT - CHIEF CODE ENFORCEMENT OFFICER RAMIREZ

8.1 Code Enforcement Department April 2021 Monthly Status Report

REPORT GIVEN TO THE COMMISSION FOR REVIEW

9. FINANCE DEPARTMENT – FINANCE DIRECTOR TAUBENFELD

9.1 Business Tax Receipt and Billing Update - BTR Administrator Grooms

REPORT GIVEN TO THE COMMISSION FOR REVIEW

9.2 Waiver Request – Winged Nutrition, LLC - BTR Administrator Grooms

ITEM PLACED ON THE CONSENT AGENDA

9.3 Bills Over \$500- BTR Administrator Grooms

REPORT GIVEN TO THE COMMISSION FOR REVIEW

ITEM PLACED ON THE CONSENT AGENDA

9.4 Revenue & Expenditures Report for FY 21 through August 31,2021

FOR COMMISSION INFORMATION

9.5 USDA Rural Development Bond update

LINE ITEM ON NEXT MEETING

10. HUMAN RESOURCES – HR CONSULTANT MENEGAZZO

2

Hire Miguel Nunez as full-time Building Official - Mayor Jacobs, HR Consultant Menegazzo

LINE ITEM ON NEXT MEETING

11. IT DEPARTMENT- IT DIRECTOR PAKULA

11.1 GIS Contract for InterDev

ITEM PLACED ON THE CONSENT AGENDA

11.2 Backup system For Police and Town

ITEM PLACED ON THE CONSENT AGENDA

12. TOWN PLANNER SIEGEL, AICP

12.1 Town Planner Monthly Report

REPORT GIVEN TO THE COMMISSION FOR REVIEW

12.2 Prioritization of Surtax Projects

REPORT GIVEN TO THE COMMISSION FOR REVIEW

13. POLICE DEPARTMENT - INTERIM POLICE CHIEF HOWARD

13.1 MOU - Juvenile Arrest 12 and under

ITEM PLACED ON THE CONSENT AGENDA

13.2 CARFAX for POLICE

ITEM PLACED ON THE CONSENT AGENDA

13.3 RFP for towing service

DISCUSSION ONLY

14. PUBLIC SERVICES DEPARTMENT - PUBLIC SERVICES DIRECTOR CLARK

14.1 Monthly Reports - Assistant Public Works Director Jacques

REPORT GIVEN TO THE COMMISSION FOR REVIEW

15. OLD BUSINESS

NONE

16. NEW BUSINESS

16.1 Consultants - Town Manager Jimenez

RESOLUTION NO. 2021-053 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO CONSULTANT AGREEMENTS WITH THE CAPITAL HILLS

3

CONSULTANTS, INC., CAS GOVERNMENTAL SERVICES, LLC., DC STRATEGIES, LLC, AND HELMICH CONSULTING, INC.; AUTHORIZING AND DIRECTING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND DELIVER SAID AGREEMENTS FOR AND ON BEHALF OF THE TOWN; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

ITEM PLACED ON THE CONSENT AGENDA

17. DISCUSSION

NONE

18.TOWN CLERK COMMENTS

18.1 Office of Inspector General Compliance Report
REPORT WAS SUBMITTED TO THE COMMISSION. THE TOWN IS IN COMPLIANCE.
VISIONING MEETING SCHEDULED FOR 10/13/2021 AT 5:00pm

19. ATTORNEY COMMENTS

ATTORNEY GAVE AN UPDATE REGARDING THE PROGRESSIVE LITIGATION.

20. TOWN MANAGER REPORTS:

Changes Regarding staff

21. COMMISSION COMMENTS

CLERK COMMISSIONER DIEUVEILLE: THANKED MR. CLARK FOR FIXING AIR
CONDITIONER IN TOWN HALL.

Mayor Jacob: None

20. ANNOUNCEMENTS

Emergency Meeting - Thursday, September 23, 2021 at 6:00 PM
FINAL Budget Hearing Meeting - Thursday, September 23, 2021 at 6:00 PM
Charter Review Committee Meeting, Monday, September 27, 2021 at 6:00 PM
Regular Commission Meeting, Wednesday, October 13, 2021 at 7:00 PM

ADJOURNMENT

With no further items for discuss, meeting adjourned at 7:24 PM, **ALL IN FAVOR.**

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Town Clerk

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

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

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



TOWN OF PEMBROKE PARK

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

2nd BUDGET HEARING MEETING MINUTES **Thursday September 23, 2021, at 6:00 PM**

Mayor Geoffrey Jacobs
Clerk Reynold Dieuville
Commissioner William Hodgkins

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

1. CALL TO ORDER by Mayor Jacobs at 6:02pm.

2. PLEDGE OF ALLEGIANCE: led by Mayor and Commissioners.

3. ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 6:02 pm by Mayor Jacobs. Present at the meeting were Mayor Geoffrey Jacobs; Clerk Commissioner Reynold Dieuville and Commissioner William Hodgkins

Additional staff in attendance were Town Manager JC Jimenez; Town Attorney Melissa Anderson; Town Clerk Marlen D. Martell; Assistant to the Town Clerk Suzi Reutlinger; Administrative Assistant to the Town Manager Dierdre Davis; Town Planner Heidi Siegel; Interim Police Chief David Howard; Assistant Public Works Director Myriam Jacques; Emergency Management Manager Jeffrey Louis; IT Director Mark Pakula; Building Official Miguel Nunez; Building Manager Lucie Manzerolle and other staff.

4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA:

NONE

5. PRESENTATIONS / PROCLAMATIONS

NONE

6. PUBLIC COMMENT RELATED TO AGENDA ITEMS / GOOD & WELFARE:

NONE

2nd Budget Hearing Meeting
September 23, 2021

7. NEW BUSINESS

7.1 The millage proposed is the rolled-back determined in accordance with the provisions of Section 200.065(1), Florida Statutes, in that the rolled-back rate computed is 7.8833, and the proposed millage rate is **8.50**, which is 7.82 percent more than the rolled-back rate - Town Manager Jimenez, Finance Director Taubenfeld

RESOLUTION NO. 2021-051 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **RELATING TO TAXATION AND FINANCE; FIXING THE AMOUNT AND RATE OF TAXATION FOR THE FISCAL YEAR 2021-2022; PROVIDING FOR DELIVERY OF CERTIFIED COPIES; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.**

MAYOR JACOBS OPENED AND CLOSED PUBLIC COMMENTS.

MOTION TO ADOPT RESOLUTION 2021-051 MADE BY CLERK COMMISSIONER DIEUEVILLE, SECONDED BY COMMISSIONER HODGKINS. **MOTION PASSES 3-0.**

7.2 Final Fiscal Year 2021/2022 Budget - Town Manager Jimenez, Finance Director Taubenfeld

MAYOR JACOBS OPENED AND CLOSED PUBLIC COMMENTS.

MOTION TO ADOPT FINAL FISCAL YEAR 2021/2022 BUDGET MADE BY CLERK COMMISSIONER DIEUEVILLE, SECONDED BY COMMISSIONER HODGKINS. **MOTION PASSES 3-0.**

7.3 General Fund - Town Manager Jimenez, Finance Director Taubenfeld

RESOLUTION NO. 2021-052 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **OFFICIALLY ADOPTING AND APPROVING THE ANNUAL BUDGET FOR THE GENERAL FUND FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2021-2022 AND APPROPRIATING THE FUNDS FOR THE OPERATION OF THE GENERAL FUND FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2021-2022; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.**

MAYOR JACOBS OPENED AND CLOSED PUBLIC COMMENTS.

MOTION TO ADOPT RESOLUTION 2021-052 MADE BY CLERK COMMISSIONER DIEUEVILLE, SECONDED BY COMMISSIONER HODGKINS. **MOTION PASSES 3-0.**

7.4 Pension Trust Fund - Town Manager Jimenez, Finance Director Taubenfeld

RESOLUTION NO. 2021-048 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ADOPTING AND APPROVING THE ANNUAL BUDGET FOR THE PENSION TRUST FUND FOR THE FISCAL YEAR 2021-2022 AND APPROPRIATING THE FUNDS FOR THE OPERATION OF THE PENSION TRUST FUND FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2021-2022;** PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MAYOR JACOBS OPENED AND CLOSED PUBLIC COMMENTS.

MOTION TO ADOPT RESOLUTION 2021-048 MADE BY CLERK COMMISSIONER DIEUVEILLE, SECONDED BY COMMISSIONER HODGKINS. **MOTION PASSES 3-0.**

7.5 Sewer Enterprise Fund - Town Manager Jimenez, Finance Director Taubenfeld

RESOLUTION NO. 2021-047 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ADOPTING AND APPROVING THE ANNUAL BUDGET FOR THE SEWER ENTERPRISE FUND FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2021-2022 AND APPROPRIATING THE FUNDS FOR THE OPERATION OF THE SEWER ENTERPRISE FUND FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2021-2022;** PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MAYOR JACOBS OPENED AND CLOSED PUBLIC COMMENTS.

MOTION TO ADOPT RESOLUTION 2021-047 MADE BY CLERK COMMISSIONER DIEUVEILLE, SECONDED BY COMMISSIONER HODGKINS. **MOTION PASSES 3-0.**

7.6 Surface Water Drainage - Town Manager Jimenez, Finance Director Taubenfeld

RESOLUTION NO. 2021-050 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **OFFICIALLY ADOPTING AND APPROVING THE ANNUAL BUDGET FOR THE SURFACE WATER DRAINAGE ENTERPRISE FUND/DEBT SERVICE FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2021-2022 AND APPROPRIATING THE FUNDS FOR THE OPERATION OF THE SURFACE WATER DRAINAGE ENTERPRISE FUND/DEBT SERVICE FOR THE TOWN OF PEMBROKE PARK FOR THE FISCAL YEAR 2021-2022;** PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MAYOR JACOBS OPENED AND CLOSED PUBLIC COMMENTS.

MOTION TO ADOPT RESOLUTION 2021-050 MADE BY CLERK COMMISSIONER DIEUVEILLE, SECONDED BY COMMISSIONER HODGKINS. **MOTION PASSES 3-0.**

7.7 Consultants - Town Manager Jimenez

RESOLUTION NO. 2021-053 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO CONSULTANT AGREEMENTS WITH THE CAPITAL HILLS CONSULTANTS, INC., CAS GOVERNMENTAL SERVICES, LLC., DC STRATEGIES, LLC, AND HELMICH CONSULTING, INC.;** **AUTHORIZING AND DIRECTING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND DELIVER SAID AGREEMENTS FOR AND ON BEHALF OF THE TOWN;** PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MAYOR JACOBS OPENED AND CLOSED PUBLIC COMMENTS.

MOTION TO ADOPT RESOLUTION 2021-053 MADE BY CLERK COMMISSIONER DIEUVEILLE, SECONDED BY COMMISSIONER HODGKINS. **MOTION PASSES 3-0.**

8. DISCUSSION

NONE

9. COMMISSION REPORTS

NONE

10. ATTORNEY REPORTS

NONE

11. TOWN MANAGER REPORTS

NONE

12. ANNOUNCEMENTS

12.1 Charter Review Committee - Monday, September 27th at 6:00 PM
Planning & Zoning Board Meeting - Thursday, October 7th at 6:00 PM
Regular Commission Meeting - Wednesday, October 13th at 7:00 PM
Workshop Commission Meeting - Wednesday, October 27th at 6:00 PM

2nd Budget Hearing Meeting
September 23, 2021

13.ADJOURNMENT

With no further items for discussion, meeting adjourned at 6:45pm, unanimous motioned for adjournment.

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Town Clerk

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

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

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



TOWN OF PEMBROKE PARK

Emergency Commission Meeting

Commission Chambers

3150 SW 52 Avenue

Pembroke Park, FL. 33023

September 23, 2021

5:00 PM

Mayor Geoffrey Jacobs
Clerk Reynold Dieuville

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

EMERGENCY COMMISSION MEETING MINUTES

1. CALL TO ORDER –The meeting was called to order at 5:07 pm by Mayor Geoffrey Jacobs.

2. PLEDGE OF ALLEGIANCE led by Commission.

3. ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 5:07 pm by Mayor Jacobs. Present at the meeting were Mayor Geoffrey Jacobs; Clerk Commissioner Reynold Dieuville

Additional staff in attendance were Town Manager JC Jimenez; Town Attorney Melissa Anderson; Town Clerk Marlen D. Martell; Assistant to the Town Clerk Suzi Reutlinger; Town Planner Heidi Siegel; Interim Police Chief David Howard; Assistant Public Works Director Myriam Jacques; IT Director Mark Pakula; Interim Building Official Miguel Nunez; Building Manager Lucie Manzerolle and other staff.

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

none

5. NEW BUSINESS

Consideration to Appoint a Commissioner for District 2 - Mayor and Commission

RESOLUTION NO. 2021-054

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPOINTING** _____; **PROVIDING FOR THE TERM OF OFFICE**; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION TO ADOPT RESOLUTION 2021-054 TO APPOINT WILLIAM HODGKINS AS COMMISSIONER FOR DISTRICT 2 MADE BY CLERK COMMISSIONER DIEUVEILLE, GAVEL PASSED TO CLERK COMMISSIONER DIEUVEILLE
SECONDED BY MAYOR JACOBS.

GAVEL PASSED BACK TO MAYOR JACOBS. **MOTION PASSED 2-0.**

MR. HODGKINS WAS SWORN INTO OFFICE BY TOWN CLERK MARTELL.
CONGRATULATIONS TO COMMISSIONER WILLIAM HODGKINS.

ADJOURNMENT

With no further items for discuss, meeting adjourned at 5:12 PM, **ALL IN FAVOR 2-0.**

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Town Clerk

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

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

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the

2

commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

AGENDA ITEM REPORT



To: Commission
Subject: Bills Over \$500
Meeting: 09 22 2021 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Sep 22 2021
Department: Finance
Staff Contact: Harry Taubenfeld, Finance & Budget Director

BACKGROUND INFORMATION:

Per the procurement policy, all non recurring bills over \$1,500 require commission approval. We are

RECOMMENDATION:

Approve Bills for payment

**Town of Pembroke Park
Bills Over \$500
October 13, 2021
Commission Meeting**

Payments				
Invoice#	Vendor	Service/Product	Dept.	Amount
09162021STMT	Harry Hipler P.A.	Special Magistrate for Town of Pembroke Park Code Enforcement Hearings Held September 15, 2021	Sewer	\$ 630.00
69515	Johnson, Anselmo, Murdoch, Burke, Piper & Hochman P.A.	Matters Relating to the Michelle Riley vs. Town of Pembroke Park Through August 31, 2021	Legal	\$ 864.75
42660	Lou's Gloves Inc	X-Large Nitrile Exam Grade Powder Free Black Gloves	Sewer	\$ 657.00
HRA-2021/2022	Take Care By Wage Works	Town Employees Advanced HRA Benefits Period 10/1/2021-09/30/2022	NonDept	\$ 16,000.00
Total:				\$18,151.75

Addendums				
Invoice#	Vendor	Service/Product	Dept.	Amount
12683	Aero Electric Inc	Emergency Service Work at Lift Station #34 on Park Road	Sewer	\$ 770.00
38P03521	American Lighting & Signalization	Light pole Repair and Reinstall on Hallandale Beach Blvd and S. Park Road Caused By Accident	Roads	\$ 5,970.00
10083	Broward League of Cities	Annual Municipal Dues for Fiscal Year 2021-2022	Commission	\$ 535.00
88037	Calvin Giordano and Associates	Engineering Budgetary Cost Estimate for Replacing Stormwater Pipe in Connection with Progressive Waste Litigation	Stormwater	\$ 2,307.50
88920	Calvin Giordano and Associates	Prepare and Attend Deposition in Connection with the Progressive Waste Litigation	Legal	\$ 637.50
2021-0786.09.exp	CAS Governmental Services LLC	Tallahassee Legislative Travel Expenses for Legislative Committee Week (September 19, 2021 Thru September 24, 2021)	Legislative	\$ 1,001.80
FYE2021-Balance	City Of Hollywood	Annual Adjustment for the Estimated Wastewater Charges for FY 2020-2021 Based on Large User True-Up Report (Will Be Included on Next Invoice)	Sewer	\$ 77,885.00
210604927	CyberTech Analytics	IT Consulting Fees for Police Dept (7/26-10/6/2021)	Police	\$ 960.00
404FLC2022	Florida League of Cities	FLC Annual Membership FY 2021-2022	Commission	\$ 916.00
54482	Innuvo Inc	Two Output Display Port and HDMI Splitter for Commission Chambers	NonDept	\$ 505.00
69547	Johnson, Anselmo, Murdoch, Burke, Piper & Hochman P.A.	Professional Matters Relating to Progressive Waste Solutions vs. Town of Pembroke Park	Legal	\$ 43,112.70
2021-01	Q's Construction Inc.	Repair Hose on Bucket Truck	Sewer/Roads	\$ 658.95
09092021STMT	Quadient Finance USA Inc	Postage	NonDept	\$ 2,000.00
540613	SafeChecks	AP Checks for Finance Dept	Finance	\$ 676.23
2021.09.17	Traf Tech Engineering Inc.	1899 SW 31st Avenue Expert Testimony in Connection with the Progressive Waste Litigation	Legal	\$ 875.00
2021.09.18	Traf Tech Engineering Inc.	Engineering Consultant Services in Connection with Site Development for WAWA (3195 W Hallandale Beach Blvd)	Planning Reimbursable	\$ 4,500.00
120661222	US Legal Support	Transcript of Deposition Held August 25, 2021 for Progressive Waste Litigation	Finance	\$ 771.45
Total:				\$144,082.13

Purchase Orders				
305596	Q's Construction Inc.	Illegal Dumping Clean Up at Lift Station #32	Sewer	\$ 2,800.00
305597	Metro Signs Inc.	Dimensional "Town of Pembroke Park" Signs and Plaques for Lobby at Town Hall	NonDept	\$ 2,600.00
Total:				\$5,400.00
Grand Total:				\$167,633.88

AGENDA ITEM REPORT



To:

Subject: Waiver Request - Winged Nutrition, LLC

Meeting: 09 22 2021 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Sep 22 2021

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:

Recommend waiving the penalty fee.

ATTACHMENTS:

[Winged Nutrition LLC - Request Waiver FY 19-20](#)

Town of Pembroke Park
September 10, 2021

Hope everyone is fine and healthy.

I have been on this warehouse since 2019 up to now where I started a new business from scratch back in July 2019. Wanted to do everything correct, so one of the priorities was to have the permits and licenses to run the business the way it should be.

Permit wasn't approved and I did all the efforts to make the corrections and changes. It took longer than I expected since we were in the middle of COVID basically. Finally, we passed all the inspection at the end of last year so we can have all the business permits under control.

For some reason I did not receive the bill on my email, that is my fault until I received the blue paper telling the fees I owed.

As normal business I understand you need to pay the city to run the business, but this seems a big payment for me right now since like I said, I just starting and also COVID doesn't help to grow the way I was expecting since we started. I don't want to complain since it doesn't look too bad, but projections are not the ones we wanted to be.

I'm going to make a payment today for 2 years, including one certificate of Use and I would like to see if you are willing to help my business on the following requests:

- Waive the Penalty Fee for \$152.50 (2019-2020).
- Waive one of the years I have in this bill for \$630.

I'm not asking I want to run the business for free with the city, but a help since we are living on a challenging moment specially for a startup.

Thanks so much!

Isaac Jena
Winged Nutrition, LLC
1829 SW 31st Avenue
Pembroke Park, FL 33009

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

WINGED NUTRITION LLC

1829 SW 31 AVE

PEMBROKE PK, FL 330092020

Phone 0000002260

Transaction #	Payment Method	Amount	Sale Date
23696	Money Order	\$1,312.50	9/15/2021 8:51:55 AM

Date Applied	Application #	Qty	Item	Total
9/15/2021	AP-90214	630.00	Business Tax - Current Year	\$630.00
9/15/2021	AP-90214	630.00	Business Tax - Current Year	\$630.00
9/15/2021	AP-90214	52.50	Certificate Of Use - Current Year	\$52.50
	Total			\$1,312.50

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



WINGED NUTRITION, LLC
 1829 SW 31 AVE
 PEMBROKE PK FL 33009

Updated billing
 remaining balance
 as of 9/15/21

ANNUAL BILLING STATEMENT

ACCOUNT NO.
134600

DATE
9/15/2021

BUSINESS DESCRIPTION

DIST-NUTRITIONAL SUPPLEMENTS

BUSINESS ADDRESS
1829 SW 31 AVE

DATE	DESCRIPTION	AMOUNT
FY 2020	Penalty Fee / Late Charges	157.50
	- For 2019-2020	
FY 2022	Business Tax	630.00
	- For 2021-2022	
FY 2022	Certificate Of Use	52.50
	- For 2021-2022	

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
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
an additional penalty of \$250.00 will be imposed (P.P. Code 15-40c)

SUB-TOTAL \$840.00

PLEASE PAY \$840.00

AGENDA ITEM REPORT



To:

Subject: GIS Contract for InterDev

Meeting: AGENDA WORKSHOP COMMISSION MEETING - September 22, 2021

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

Contract has to be signed for phase one.

RECOMMENDATION:

Approval of Contract for Phase one of the GIS project.

ATTACHMENTS:

[InterDev Contract - GIS Services - Town of Pembroke Park FL \(InterDev Signed\)](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - Sep 17 2021
Melissa Anderson, Town Attorney	Approved - Sep 17 2021
JC Jimenez, Town Manager	Approved - Sep 21 2021
Marlen Martell, Town Clerk	Approved - Oct 05 2021

TOWN OF PEMBROKE PARK
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT made and entered into this ___ day of _____ 2021, by and between the Town of Pembroke Park (the "Town"), a municipal corporation of the State of Florida, and Interdev, LLC, a Georgia Limited Liability company authorized to transact business in Florida ("Vendor"), whose principal offices are located at 900 Holcomb Woods Parkway, Roswell, GA 30076.

WHEREAS, the Town of Pembroke Park desires to hire a geographical information systems ("GIS") technology management company to install and maintain GIS software for the Town; and

WHEREAS, Section 2-126(c)(5) allows the Town to enter into contracts without competitive solicitation when piggybacking upon a government contract where the price offered for the commodity or service exactly equals or is lower than the price and the contract has been competitively bid; and

WHEREAS, Vendor entered into an Agreement with the city of Milton, Georgia, ("Initial Agreement") for the provision of managed GIS services which commenced on November 1, 2018, and shall terminate, on September 30, 2025; and

WHEREAS, the Town has determined that the Initial Contract meets the requirements of Section 2.126(c)(5) of the Town Code and desires to enter into an agreement with Vendor on the same terms, conditions, and pricing provided under the Initial Agreement, subject to the terms and conditions of this Agreement and pursuant to the scope of work and specifications set forth in Vendor's proposal (attached as Exhibit A);

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

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

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

2. **Terms and Conditions.** Except as otherwise stated herein, the terms and conditions of the Initial Agreement shall constitute the terms and conditions of this Agreement. The Initial Agreement is attached hereto as Exhibit B.

3. **Order of Precedence in the Event of Conflict.** In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents shall govern in the following order of precedence.

- a. this Agreement shall be first in order of precedence.
- b. the Initial Agreement shall be next.
- c. Vendor's proposal (Exhibit A) shall be last.

4. **Term.** This Agreement shall be in effect for 12 months from the date of execution. The Agreement may be renewed, as long as the terms, conditions and pricing remain the same, for up to two (2) one (1) year terms.

5. **Scope.** The scope of this Agreement shall be as set forth in Vendor's proposal, attached as Exhibit A.

6. **Compensation.** The not to exceed amount of this Agreement shall be \$32,184 (Thirty Two Thousand One Hundred and Eighty Four Dollars) for the initial term. Any renewal pursuant to paragraph 4 herein shall be subject to this not to exceed amount and the rates set for in Exhibit A.

7. **Method of Billing and Payment.** Invoices will fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the Town, in accordance with the Florida Local Government Prompt Payment Act.

8. **Public Records.** Vendor shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform this service.

b. Upon request from the Town's custodian of public records, provide the custodian with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if Vendor does not transfer the records to the public agency.

d. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the Vendor or keep and maintain public records required by the Town to perform the service. If Vendor transfers all public records to the Town upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

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

By email: townclerk@tppfl.gov

By phone: 954.966.4600

Mail or hand delivery:

Attn: Town Clerk

3150 SW 52 Ave.

Pembroke Park, FL 33023

9. Scrutinized Companies.

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

renewal for goods or services of \$1 million or more, the company must certify that it is not on either such List and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.

b. Pursuant to Section 287.135, Florida Statutes, the Town reserves the right to terminate any contract for goods or services of \$1 million or more if the awarded VENDOR:

i. Has been found to have submitted a false Scrutinized Vendor List certification as provided under Section 287.135 subsection (5); or

ii. Has been placed on the Scrutinized Companies Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List; or

iii. Has been engaged in business operations in Cuba or Syria.

c. Pursuant to Section 287.135, Florida Statutes, the Town reserves the right to terminate any contract for goods or services of any amount if the awarded VENDOR has been placed on the Scrutinized Companies that Boycott Israel List or is are engaged in a boycott of Israel.

10. **Indemnity.** Vendor shall protect and defend at Vendor's expense, counsel being at the discretion of the Vendor, subject to the Town's approval, and indemnify and hold harmless the Town and the Town's officers, employees, volunteers, and agents ("Indemnitees") from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Vendor or by any officer, employee, agent, invitee, subcontractor, or sub licensee of the Vendor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Town Manager, any sums due Vendor under this Agreement may be retained by Town until all of Town's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Town.

11. **Termination.**

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

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

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

12. **Notices.** Every notice, comment, consent, objection, waiver or any communication given under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

IF VENDOR:

IF TOWN:

TOWN MANAGER

3150 SW 52 AVE.

PEMBROKE PARK, FL 33023

CC: TOWN ATTORNEY

EMAIL: TOWNATTORNEY@TPPFL.GOV

13. **Miscellaneous.**

a. **Public Entity Crime Act.** Vendor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a Vendor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Town; may not submit a bid on a contract with the Town for the construction or repair of a public building or public work; may not submit bids on leases of real property to Town; may not be awarded or perform work as a contractor, supplier, subcontractor, or under a contract with the Town; and may not transact any business with Town in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement

and recovery of all monies paid by Town pursuant to this Agreement, and may result in debarment from Town's competitive procurement activities.

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

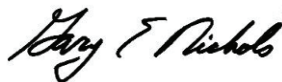
c. **Attorney's Fees.** In any claim to dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney's fees and costs regardless of the outcome of any procedure or litigation.

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

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

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

CONTRACTOR



InterDev, LLC

Name: Gary Nichols
Title: CEO

ATTEST:

TOWN CLERK

TOWN OF PEMBROKE PARK

MAYOR

Approved as to form and legal
sufficiency

TOWN ATTORNEY

AGENDA ITEM REPORT



To:

Subject: Backup system For Police and Town

Meeting: 09 22 2021 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Sep 22 2021

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

QNap Using NCPA 01-97 Contract and State Pricing for Backup software for the Police and Town <http://www.ncpa.us/Vendors#technology-distribution>

FINANCIAL IMPACT:

Three years for Backup Storage and support \$16,917.13 Over a three year period.

RECOMMENDATION:

Approve purchase of backup system

ATTACHMENTS:

[3818 CQ Sophos, 36 Mos TPPv3](#)

Harry Taubenfeld, Finance & Budget Director	Status: Pending
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



Qnap for Police

Quote #004488 v1

Prepared For:

Town of Pembroke Park

Mark Pakula
3150 Southwest 52nd Avenue
Pembroke Park, FL 33023

P: (954) 966-4600

E: mpakula@townofpembrokepark.com

Prepared by:

Flagler Technologies, LLC

Ken Wagner
5295 Town Center Rd
Suite 201
Boca Raton, FL 33486

P: (561) 229-1603

E: ken.wagner@flagler.io

Date Issued:

08.17.2021

Expires:

09.08.2021

QNap Using NCPA 01-97 Contract for Pricing

Qty	Manufacturer Part Number	Product Description NCPA 01-97 Contract for Pricing	Price	Ext. Price
2	TS-H1277XU-RP-3700X-128G-US	2U 12 BAY QTS HERO NAS RYZ5/3.4 SFP+ P/S	\$5,499.00	\$10,998.00
2	RAIL-B02	QNAP Mounting Rail Kit for Network Storage System	\$101.49	\$202.98
10	ST4000NE001	Seagate IronWolf Pro 4 TB Hard Drive - 3.5" Internal - SATA (SATA/600) - Conventional Magnetic Recording (CMR) Method - 7200rpm - 5 Year Warranty	\$174.04	\$1,740.40
Subtotal:				\$12,941.38

Veeam 10 Vms

Qty	Manufacturer Part Number	Product Description NCPA 01-97 Contract for Pricing	Price	Ext. Price
1	P-VASVUL-01-SU3YP-00	Veeam Availability Suite + Production Support - Upfront Billing License - 3 Year - Public Sector - Veeam Universal License (VUL)	\$3,975.75	\$3,975.75
Subtotal:				\$3,975.75

Quote Summary			Amount
Qnap			\$12,941.38
Veeam 10 Vms			\$3,975.75
Total:			\$16,917.13

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

AGENDA ITEM REPORT



To:

Subject: MOU - Juvenile Arrest 12 and under

Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - September 22, 2021

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

FINANCIAL IMPACT:

zero

POLICY IMPLICATIONS:

Juvenile procedures

RECOMMENDATION:

Staff Recommends entering into this MOU regarding transportation of Minors to the Juvenile Assessment Center under the age of 12 years old. Pembroke Park has already signed the MOU for the entirety of the program.

ATTACHMENTS:

[MOU - Juvenile Arrest 12 and under 9-14-21 Final Draft](#)

**MEMORANDUM OF UNDERSTANDING
REGARDING THE TRANSPORTATION OF YOUTH
TWELVE YEARS OF AGE OR YOUNGER TO THE JUVENILE ASSESSMENT
CENTER FOR A DESIGNATED CRIMINAL VIOLATION AND HANDLING OF
YOUTH TEN YEARS OF AGE OR YOUNGER**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “MOU”) is made and entered this _____ day of _____, 2021, by and between Harold Pryor, State Attorney, 17th Judicial Circuit (hereinafter “State Attorney”), the Florida Department of Juvenile Justice (hereinafter “DJJ”), and the undersigned law enforcement agencies (hereinafter “Law Enforcement Agency” or “Law Enforcement Agencies”).

WHEREAS, this MOU is intended to formalize a process between the undersigned Law Enforcement Agencies in Broward County, DJJ, and the State Attorney regarding the transportation of children twelve (12) years of age and younger to the Juvenile Assessment Center (hereinafter “JAC”) for the misdemeanor offenses of assault, battery, resisting arrest without violence, disorderly conduct, disruption of school function, petit theft/retail theft, trespass, drug possession, possession of drug paraphernalia, loitering and prowling, criminal mischief, possession of alcohol, and traffic offenses (hereinafter collectively referred to as “Designated Criminal Violation”); and

WHEREAS, this MOU is intended to formalize a process between the undersigned Law Enforcement Agencies in Broward County, DJJ, and the State Attorney regarding the appropriate handling of youth 10 years or younger and those 7 years or younger (Kaia Rolle Act 2021); and

WHEREAS, this MOU is essential in order to establish a clear process to address Law Enforcement Agency interactions with children twelve (12) years of age and younger whose detention, arrest and transport to the JAC for a Designated Criminal Violation is not appropriate, and when the community’s safety is not at risk.

NOW THEREFORE, the parties agree as follows:

1. Whenever a Law Enforcement Agency intends on transporting a child twelve (12) years of age or younger to the JAC for a Designated Criminal Violation, the arresting officer shall attempt to contact the State Attorney’s below listed designee PRIOR to transporting the child to the JAC for the purpose of consultation on whether the child should be transported to JAC for processing. If no Assistant State Attorney is available for consultation, the Law Enforcement Agency shall call the JAC (954- 467-4600) for a preliminary scoring decision before the child is

transported to JAC. Following a preliminary scoring decision, Law Enforcement Agencies may proceed in transporting the child to JAC in their sole discretion, and if so transported will advise DJJ that they were unable to make contact with the State prior to transport and the results of JAC's preliminary scoring decision. Law Enforcement Agencies, within their sole discretion, may consult with a below listed Assistant State Attorney on other matters or criminal violations not addressed in this MOU as determined by that Law Enforcement Agency's policies.

2. In the event that a Law Enforcement Agency transports a child twelve (12) years of age or younger to JAC for a Designated Criminal Violation, DJJ shall immediately contact the State Attorney's below listed designee PRIOR to processing the child into JAC for the purpose of consultation on whether the child should be processed. If the Law Enforcement Agency represents to DJJ that it attempted to contact the State Attorney and no Assistant State Attorney was available for consultation and provides the results of the preliminary scoring decision, DJJ shall immediately contact an Assistant State Attorney PRIOR to processing the child into JAC for the purpose of consultation on whether the child should be processed. If an Assistant State Attorney is not available for consultation, DJJ may proceed in processing the child into the JAC at their sole discretion.

3. The State Attorney shall have an Assistant State Attorney assigned to the Juvenile Division available on a 24 hours /7 days a week basis for the purpose providing consultation to the Law Enforcement Agencies and DJJ, as follows:

ASAIC Gloria Moschella:	954-870-0969
Sr. Supervisor Lisa Lewis:	305-610-8287
Supervisor Elizabeth Rigaud:	954-232-6261
Supervisor Jamel Marshall:	954-854-8760

4. In the event that the State Attorney recommends that a child not be transported to JAC for a Designated Criminal Violation and the Law Enforcement Agency decides not to transport the child to JAC, the law enforcement agency shall contact the child's parent or guardian and surrender custody of the child to their parent or guardian in accordance with that Law Enforcement Agency's policies. However, if after a reasonable period of time the child's parent or guardian cannot be contacted by the Law Enforcement Agency or the parent or guardian refuses to accept custody of the child within a reasonable length of time, the Law Enforcement Agency shall transport the child to the JAC and the JAC shall accept custody of the child. When

transporting a child to JAC whose parent/guardian has not accepted custody of the child within a reasonable amount of time, the transporting officer shall, upon arrival at JAC, notify JAC personnel of the State Attorney's recommendation and the attempts made to turn over custody of the child to a parent/guardian.

5. In the event a child is 10 years old or younger is charged with a felony and meets secure detention criteria, DJJ must contact the State Attorney's office for approval for admission into secure detention.

6. DJJ and/or the State Attorney's office shall maintain data on youth who are impacted by this MOU.

7. This MOU shall remain in full force and effect unless modified by written agreement of the parties or terminated by the parties. If a party seeks to terminate their responsibilities under this Agreement, the terminating party shall provide sixty (60) days written notice to the remaining parties of their intent to terminate.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Memorandum of Understanding Regarding the Broward County Juvenile Civil Citation Program on the date first written above.

**FOR HAROLD PRYOR, STATE ATTORNEY
FOR THE 17th JUDICIAL CIRCUIT**

Harold Pryor, State Attorney

**FOR DEPARTMENT OF JUVENILE JUSTICE
FOR THE OFFICE OF PROBATION & COMMUNITY INTERVENTION**

Cassandra Evans, Chief Probation Officer, 17th Judicial Circuit

**MEMORANDUM OF UNDERSTANDING
REGARDING THE TRANSPORTATION OF YOUTH
TWELVE YEARS OF AGE OR YOUNGER TO THE JUVENILE ASSESSMENT
CENTER FOR A DESIGNATED CRIMINAL VIOLATION AND HANDLING OF
YOUTH TEN YEARS OF AGE OR YOUNGER**

FOR LAW ENFORCEMENT AGENCY

Name: _____

Title: _____

Agency: _____

AGENDA ITEM REPORT



To:

Subject: CARFAX for POLICE

Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - September 22, 2021

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

completed traffic crash reports will be sold to companies for \$5 per police report and free to Town Residents.

FINANCIAL IMPACT:

Zero

POLICY IMPLICATIONS:

The use of this software will lessen the burden of providing traffic crash reports to the public as it is accomplished online.

RECOMMENDATION:

Staff recommends the use of CarFax for Police to assist with traffic crash investigation and auto theft. There is no cost to the city.

ALTERNATIVES:

have the town clerk respond to public record requests.

ATTACHMENTS:

[It all starts with a vehicle](#)

[Pembroke Pines Police Department enrollment form](#)

[Crash report distribution](#)

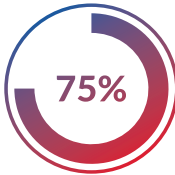
[Drivers exchange](#)

[Florida TraCs Setup](#)

[Enrolled Florida Agencies](#)



It All Starts With A Vehicle.



Over **75%** of crimes committed involve a vehicle. Learn how to identify, track, and monitor vehicles of interest at **no charge to your agency.**

TYPES OF CRIMES SOLVED WITH CARFAX FOR POLICE INVESTIGATIVE TOOLS



PROPERTY
CRIME



AUTO THEFT
& FRAUD



HIT &
RUN



VIOLENT
CRIME



NARCOTICS/
DRUGS

120,000+

Public & private sources
for unique intelligence

6 MILLION

New pieces of information
added daily

23 BILLION

Total leads for your agency

MONITOR VEHICLES OF INTEREST WITH VIN ALERTS

With 24/7 monitoring, CARFAX will notify you when we receive activity on the vehicles. Add alerts with the VIN or license plate.

UNLIMITED ACCESS TO CARFAX VEHICLE HISTORY REPORTS

Vehicle History Reports can assist you in uncovering VIN cloning, replating, service/accident history, auto theft, odometer discrepancies.

LEVERAGE THE TOOLS ALL FROM YOUR PHONE

Scan VINs and access all CARFAX for Police tools on your iPhone or Android device while in the field when you need it most.

GET CRASH REPORTS FROM ACROSS U.S. AND CANADA

Search and view accident reports from any participating agency. Filter searches by suspect name, state, plate, and more!

PARTIAL LICENSE PLATE SEARCH

Close more cases with just 3+ license plate characters! Easily access Vehicle History Reports and add the VIN Alert straight from this tool.



Queried the vehicle of a fugitive felon into Carfax and determined he was a regular at the same Valvoline Oil Change facility. I developed an informant at that facility who called the next time the fugitive showed up, at which time an arrest was made without incident.



-Detective Sergeant, Michigan State Police, Lansing, MI

POLICE LINE DO NOT CROSS POLICE LINE DO NOT CROSS POLICE LINE DO NOT CROSS
POLICE LINE DO NOT CROSS POLICE LINE DO NOT CROSS POLICE LINE DO NOT CROSS

GET STARTED TODAY!

CONTACT TOM FROELICH at 224-221-1275
or tomfroelich@carfax.com





ENROLLMENT FORM FOR LAW ENFORCEMENT

Official Agency Name (must provide FULL name) ("Agency"): Pembroke Park Police Department

Agency ORI Number: FL - 0063000

Name: Chief David Howard Number of Sworn Officers: 16

Address: 3150 SW 52nd Avenue City: Pembroke Park

County: Broward State: FL Zip: 33023

Total Number of Motor Vehicle Crash Reports Written Last Year: 1,200

Agency wishes to use:

Investigative Tools and/or Driver Exchange Service ☒ Yes ☐ No

Report Distribution Service ☐ Yes ☐ No (If Yes, provide additional information requested below)

eCrash Service (only available if Agency uses the Report Distribution Service) ☐ Yes ☒ No

Additional information required for the Report Distribution Service:

Does applicable state or local law or regulation require that motor vehicle crash reports only be provided to specific interested parties? ☐ Yes ☐ No

Amount to be reimbursed to Agency for each crash report sold through the Report Distribution Service: \$ _____
("Reimbursed Fee")

By signing below, I represent that I am duly authorized to execute this Enrollment Form on behalf of Agency and bind Agency to the CARFAX For Police Program Terms and Conditions (available online at: <https://www.carfaxforpolice.com/app/#/terms-and-conditions>).

Signature: _____

Title: Chief of Police

Printed Name: David Howard

Date: _____

Send completed form to: Tom Froelich | EMAIL: tomfroelich@carfax.com



CARFAX ACCIDENT REPORT DISTRIBUTION

CARFAX conveniently fulfills reports online 24/7.

When you use the free CARFAX Accident Report Distribution platform, you benefit from:

- Zero convenience fees for your citizens
- No new technologies to manage
- Reduced strain on your records department

With Accident Report Distribution, the price you charge at the window is the price we charge online. You will be reimbursed every month for 100% of your report sales revenue and you can track your complete sales history any time from your secure online dashboard.

Plus, our dedicated customer service team will field requests from corporate purchasers, helping to reduce the number of phone calls, foot traffic, and fax and email requests that your Records Department receives.

As a CARFAX partner using Accident Report Distribution, you also get:

- Unlimited CARFAX Vehicle History Reports
- Partial License Plate Search
- 24/7 VIN Monitoring
- Mobile App for iOS & Android
- High Mileage Alerts
- Interagency Collaboration

"The CARFAX team has been a pleasure to work with and the customer service has been second to none. We have relieved our Records Department of a significant number of motor vehicle crash report requests and improved our ability to solve crime."

- CHIEF OF POLICE, MIDDLE TOWNSHIP POLICE DEPARTMENT

Clear the Road Quicker

Driver Exchange helps keep you and your citizens safe.



**SAVE ~30
MINUTES
PER ACCIDENT**



DIGITAL SOLUTION FOR REPORTABLE AND NON-REPORTABLE ACCIDENTS

- ✓ Collect, send and share driver info from accident scene in app
- ✓ Scan drivers' licenses, registration cards and VINs to help eliminate written reports
- ✓ Ease data collection and increase efficiency with auto-populate features, auto-save, touch diagrams and drop downs
- ✓ Cloud-based solution available on any device — desktop, tablet, smart phone or MDT
- ✓ Protect citizens' data privacy with built-in redaction tool
- ✓ Reports are emailed immediately for access on CRASHDOCS.org



SAVE TIME

Clear accidents faster and streamline the information-gathering process for citizens.



IMPROVE SAFETY

Keep officers and citizens safe by reducing time at accident scene.



DIGITIZE FORMS

Eliminate messy, handwritten forms and save on paper and printer costs.



COMMUNITY CONNECTION

Improve citizen customer service and quality of interactions.



"Time spent on each accident scene cut in half."

Get started by downloading the CARFAX for Police App.



TOM FROELICH | 221.221.1275 | TomFroelich@carfax.com

Florida TraCs Setup

Agency must submit a ticket to TraCs to have their data returned. TraCs generally responds within 48 hours. Agency receives a data dump of xml and pdf files to place in folder for the Client to pickup, or FTP file transfer

Standard Installation:

- Download the TSC client (transmission scriptable client to allow for SSL transmission of your files to our document repository)
- Download the Perl runtime engine (needed because our script is written in Perl)
- Set up some folders/files that will be needed for the script to run correctly
- Set up a properties file specific to your agency that tells us where to look for the files and makes sure that are only transferring the files that your agency specifies
- Test the process
- Set up a scheduled task to run the script daily, so no manual intervention is needed

FTP Transfer:

- FTP on the CARFAX side: The agency would set up a batch process or something on their side to send their XML or PDF documents to our FTP site on a scheduled basis
- FTP on the agency/RMS side: They would set up an FTP site that our process would go pick files up from each day

Let me know if this helps out or if you have any more questions.



Enrolled Florida agencies

Solve Crimes Faster, Keep Communities Safer

- Alachua County Sheriff
- Altamonte Spring PD
- Apalachicola PD
- Atlantis PD
- Bay County Sheriff
- Biscayne Park PD
- Blountstown PD
- Boynton Beach PD
- Bradenton PD
- Bradford County Sheriff
- Brooksville PD
- Broward County Sheriff
- Bunnell PD
- Cape Coral PD
- Carrabelle PD
- Center Hill PD
- Central FL Intelligence Exc.
- Charlotte County Sheriff
- Citrus County Sheriff
- City of Live Oak PD
- Clay County Sheriff
- Clearwater PD
- Clermont PD
- Collier County Sheriff
- Coral Gables PD
- Coral Springs PD
- Davie PD
- Daytona Beach PD
- Daytona Beach Shores DPS
- Doral PD
- Edgewood PD
- Fellsmere PD
- Fernandina Beach PD
- Flagler County Sheriff
- Florida Highway Patrol
- FLHSMV
- Florida Intl. University PD
- Fort Lauderdale PD
- Fort Myers PD
- Franklin County Sheriff
- Fruitland Park PD
- Gainesville PD
- Gulfport PD
- Hendry County Sheriff
- Hernando County Sheriff
- Hillsboro Beach PD
- Hillsborough County Sheriff
- Hollywood PD
- Indialantic PD
- Jacksonville County Sheriff
- Juno Beach PD
- Jupiter Inlet Colony PD
- Key West PD
- Kissimmee PD
- Lafayette County Sheriff
- Lake County Sheriff
- Lake Hamilton PD
- Lakeland PD
- Lake Wales PD
- Largo PD
- Lawtey PD
- Lee County Sheriff
- Leesburg PD
- Leon County Sheriff
- Lyn Haven PD
- Marco Island PD
- Margate PD
- Manatee County Sheriff
- Marianna PD
- Medley PD
- Miami PD
- Miami-Dade PD
- Miami Gardens PD
- Miramar PD
- Mount Dora PD
- Naples PD
- New Port Richey PD
- North Miami Beach PD
- North Miami PD
- North Palm Beach PD
- Ocoee PD
- Okaloosa County Sheriff
- Orange County Sheriff
- Orlando PD
- Ormond Beach PD
- Osceola County Sheriff
- Oviedo PD
- Palm Beach County Sheriff
- Palm Beach PD
- Pembroke Pines PD
- Pinellas County Sheriff
- Polk County Sheriff
- Port St. Lucie PD
- Sarasota County Sheriff
- Sarasota PD
- Sebastian PD
- Seminole PD
- Southeast Fusion Center
- St. Augustine Beach PD
- St. Augustine PD
- St. Johns County Sheriff
- Stuart PD
- Sumter County Sheriff
- Sunrise PD
- Sweetwater PD
- Tallahassee PD
- Tampa PD
- Tarpon Springs PD
- Tavares PD
- Trenton PD
- USF PD
- Venice PD
- Village of El Portal PD
- Walton County Sheriff
- Washington County Sheriff
- West Melbourne PD
- West Miami PD
- West Palm Beach PD
- White Springs PD

AGENDA ITEM REPORT



To:

Subject: RFP for towing service

Meeting: PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - September 22, 2021

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

Max Towing has been servicing the Town for 30 years with no complaints.

FINANCIAL IMPACT:

The Town should realize an increase in payment due to having its own police department.

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Staff recommends renegotiating our current contract with Max Towing and if unable to put the Towing Contract out for RFP.

ALTERNATIVES:

Send out the RFP

ATTACHMENTS:

[PP Wrecker RFP](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Pending
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



REQUEST FOR PROPOSALS

FRANCHISE AGREEMENT FOR TOWN- WIDEWRECKER TOWING SERVICE

RFP NO. XX-XX-XXXX

**PURCHASING DIVISION
3150 SW 52ND AVENUE, PEMBROKE PARK, FLORIDA 33023**

**TOWN OF PEMBROKE PARK
FRANCHISE AGREEMENT FOR TOWN-WIDE WRECKER TOWING**

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TOWN OF PEMBROKE PARK

3150 SW 52ND AVENUE PEMBROKE PARK,
FLORIDA 33023

LEGAL NOTICE / REQUEST FOR PROPOSALS

The Town of Pembroke Park, Florida is actively seeking proposals from qualified, experienced and licensed Towing Agencies to provide Vehicle Towing and Wrecker Services to the Town, on a Town-wide basis in full accordance with the scope of services, terms, and conditions contained in this Request for Proposals (RFP).

RFP No:

XX-XX-XX

RFP Name:

Franchise Agreement for Town-wide Wrecker Towing Service

Mandatory Pre-Proposal Meeting:

Due Date/Time:

A Cone of Silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communications between potential Respondents and/or Vendors and the Town. All communication regarding this RFP shall be directed to Chief David Howard at dhoward@pdtppfl.gov

The Town is not responsible for the accuracy or completeness of any documentation the Proposer receives from **any 3rd party source.**

Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud. Any proposal received after the date and time specified will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

The Town requires a cash/performance deposit in the amount of one thousand (\$1,000) dollars in the form of a cashier's check, certified check, cash or money order, made payable to the Town of Pembroke Park. **Proposer shall submit the deposit in a sealed envelope clearly marked with the proposal name and RFP number to the Office of the Town Clerk located in Town Hall prior to the due date and time.**

A mandatory pre-proposal conference will be held at the Pembroke Park Government Center, Town Hall, 3150 SW 52nd Avenue, Pembroke Park, Florida 33023 with the Town of Pembroke Park staff. Proposers or their representative(s) must attend. Please ensure that your company has reviewed the proposal and specifications as this meeting presents an opportunity to clarify any concerns regarding the proposal requirements. Failure to attend the mandatory pre-proposal meeting will automatically result in Proposer being deemed non-responsive.

SECTION I GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID COMMODITIES/SERVICES ISSUED BY THE TOWN OF PEMBROKE PARK. THE TOWN OF PEMBROKE PARK MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL TERMS AND CONDITIONS THAT MAY VARY FROM THE GENERAL TERMS AND CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BIDS SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

INSTRUCTIONS TO BIDDERS:

1. Defined Terms

Terms used in this contract document are defined and have the meaning assigned to them. The Town will use the following definitions in its general terms and conditions, special terms and conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process. The terms may be used interchangeably by the Town: IFB or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

Bid: A price and terms quote received in response to an IFB.

Bidder: Person or firm submitting a bid directly to the Town as distinct from a sub-contractor, who submits a bid to the Bidder.

Town: Refers to the Town of Pembroke Park, a municipal corporation of the State of Florida.

Change Order: A written signed and approved document by the Town Manager or designee ordering a change in the contract price or contract time or a material change in work.

Contractor: Successful Bidder or Proposer who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the Town. Also referred to as the "Successful Bidder".

Contract: A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be

called, for the procurement or disposal of equipment, materials, supplies, services or construction. Contract shall be inclusive of the term "Agreement" unless stated otherwise.

Contract Administrator: The Town will designate a Contract Administrator whose principle duties shall be liaison with awarded Proposer, coordinate all work under the contract, assure consistency and quality of awarded Proposer's performance, and schedule and conduct Contractor performance evaluations, and review and route for approval all invoices for work performed or items delivered.

Consultant: Successful Bidder or Proposer who is awarded a contract to provide professional services to the Town.

First Ranked Proposer: That Proposer, responding to a Town RFP, whose proposal is deemed by the Town, the most advantageous to the Town after applying the evaluation criteria contained in the RFP.

Invitation for Bids (IFB): When the Town is requesting bids from qualified Bidders.

Proposer: Person or firm submitting a proposal.

Proposal: A proposal received in response to an RFP.

Request for Proposals (RFP): When the Town is requesting proposals from qualified Proposers.

Responsible Bidder: A person who has the capability in all respects to perform in full the contract requirements, as stated in the bid document, and the integrity and reliability that will assure good faith performance.

Responsive Bidder: A person whose bid conforms in all material respects to the terms and conditions included in the bid document.

Seller: Successful Bidder or Proposer who is awarded a purchase order or contract to provide goods or services to the Town.

Successful Bidder: means the best, qualified, responsible and responsive Bidder to whom the Town (on the basis of Town's evaluation as hereinafter provided) makes an award

2. Cone of Silence

2.1 "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), or other competitive solicitation between:

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- (b) The Town Commission, Town Attorney, Town Manager, and all Town employees, and any non-employees appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact with anyone other than the Procurement Official may be considered grounds for disqualification. The Town shall not be responsible for oral interpretations given by any Town employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

2.2 The Cone of Silence shall be applicable to each RFP, RFQ, IFB, or other competitive solicitation during the solicitation and review of responses. At the time of issuance of the solicitation, the Procurement Official shall include _____ in _____

any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

2.3 The Cone of Silence shall terminate at the time the Town awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.

2.4 Nothing contained herein shall prohibit any potential vendor or vendor's representative from:

- (a) Making public presentations at duly noticed pre-bid conferences or at meetings before a duly noticed Selection Committee;
- (b) Communicating with the Town Commission during any duly noticed public meeting;
- (c) Communicating verbally or in writing with any Town employee or official for the limited purpose of seeking clarification or additional information, when such employee is specifically designated in the applicable RFP, RFQ, IFB, or other competitive solicitation documents;
- (d) Communicating in writing with the Procurement Official or other staff person specifically designated in the procurement document.

The potential vendor or vendor's representative shall deliver a copy of any such written communication to the Office of the Town Clerk, who shall make copies available to the public upon request. The written communication shall include a reference to the RFP, RFQ, IFB, or other competitive bid document number.

2.5 Any violation of this rule shall be investigated by the Procurement Official and the Town Attorney's Office and/or the Town Manager's Office and may result in disqualification of said violating potential vendor or any recommendation for award, or any RFP award, or IFB, or RFQ award to said violating potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to

have violated this rule, shall be subject to penalties up to and including debarment. In addition, to any other penalty provided by law, violation of this rule by a Town employee shall subject the employee to disciplinary action up to and including termination.

3. Bid Forms

- 3.1 The bid forms must be used by the Bidder. Failure to do so may cause the bid to be rejected. The forms shall be submitted in good order and all blanks must be completed.
- 3.2 The bid forms shall be signed by one duly authorized to do so and in cases where the bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the bid.
- 3.3 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign.
- 3.4 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature.

4. Sub-Contractors

4.1 Sub-Contractors Terms

The Contractor agrees to bind specifically every sub-contractor to the applicable terms and conditions of the contract documents for the benefit of the Town.

4.2 Sub-Contractors Agreement

All work performed for the Contractor by a sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the sub-contractor.

5. Qualifications of Bidders

- 5.1 Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The Town reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Official reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 5.2 No bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the Town, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to Town, or who is deemed responsible or unreliable by the Town.
- 5.3 As part of the bid evaluation process, Town may conduct a background investigation including a record check by the Pembroke Park Police Department. Bidder's submission of a bid constitutes acknowledgment of the process and consent to such investigation. Town shall be the sole judge in determining Bidder's qualifications.
- how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.
- 6.3 Any manufacturers' names, trade names, brand names, information

6. Specifications

- 6.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 6.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter

and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the Town. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to bid standards.

- 6.4 If the model number for the make specified in the bid document is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bid form. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the Town to determine if the model bid meets the Town's requirements.

7. Addendum

- 7.1 If the Bidder should be in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans and/or specifications contains errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Purchasing Division to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Purchasing Division in response to such questions will be issued on official addendum.
- 7.2 The issuance of written addendum is the only official method whereby interpretation, clarification, changes or additional information can be given. If

any addendum is issued, the Town will attempt to notify all known prospective Bidders.

8. Prices Bid

- 8.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.
- 8.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3 All applicable discounts shall be included in the bid price for materials and services and will be considered as determining factors in recommending an award in case of tie bids. Discounts extended to Town shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 8.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the bid form. Firm discounts and prices are to be quoted for the term of the contract.
- 8.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) calendar days from the date of bid opening unless otherwise stated by the Town.
- 8.6 The bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery

to the designated location within the Town of Pembroke Park.

- 8.7 All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder own goods in transit and files any claims), unless otherwise stated in Special Conditions.

9. Examination of Bid Documents

- 9.1 Before submitting a bid, each Bidder must (a) examine the bid documents thoroughly; (b) consider federal, state, county, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the bid documents, and (d) notify the Purchasing Division of all conflicts, errors, and discrepancies in the bid documents. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.

- 9.2 The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the bid document, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid documents, and that the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

10. Modification and Withdrawal of Bids

- 10.1 Proposals may be modified or withdrawn **prior** to the due date for submitting proposals. Retracting a response allows the Consultant to change all or part of the response that was previously submitted. Retracting a response **does not** delete the response currently entered; however, by retracting your

response, it is no longer submitted. You must click "Submit Response" on the Response Submission Tab for your retracted bid to be submitted again.

- 10.2 Withdrawal of a proposal will not prejudice the rights of a Consultant to submit a new proposal prior to the proposal opening date and time. No proposal may be withdrawn or modified after the date of proposal opening has passed.

- 10.3 If within twenty-four (24) hours after proposals are opened, and Consultant files a duly signed, written notice with the Purchasing Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of Town, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its proposal, or that the mistake is clearly evident on the face of the proposal, but the intended correct proposal is not similarly evident, Consultant may withdraw its proposal and any bid security will be returned, if applicable.

11. Submission and Receipt of Bids

To receive consideration, bids must be received prior to the due date and time. Unless otherwise specified, Bidders should use the bid forms provided in the bid document. Any erasures or corrections on the bid must be initialed by Bidder. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink before electronic submission. Bids shall be signed in ink. When a particular IFB or RFP requires physical copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Bids will be electronically unsealed in the presence of Bidders, the public, and Town staff. Bidders and the public are invited and encouraged to attend bid openings, but are not required.

12. Acceptance or Rejection of Bids

- 12.1 Bidder warrants, by virtue of bidding, his bid and the prices quoted in his bid will be firm for acceptance by the Town for a

period of ninety (90) calendar days from the date of bid opening, unless otherwise stated in the bid document. However, any bid may be electronically retracted up until the time set for bid opening. Any bids not so electronically retracted shall upon opening, constitute an irrevocable offer for goods and services until accepted by Town Commission Award.

12.2 A Bidder may not withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening. A Bidder may withdraw his bid after the expiration of ninety (90) calendar days from the date of bid opening by delivering written notice of withdrawal to the Purchasing Official prior to award of contract by the Town of Pembroke Park.

12.3 The Town reserves the right to reject the bid of any Bidder if the Town believes that it would not be in the best interest of the Town to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or fails to meet any other pertinent standard or criteria established by the Town.

12.4 The Town of Pembroke Park reserves the right to waive formalities in any bid and further reserves the right to take any other action that may be necessary in the best interest of the Town. The Town further reserves the right to reject any oral bids, with or without cause, to waive technical errors and informalities or to accept the bid which in its judgment, best serves the Town of Pembroke Park.

13. Opening of Bids

Responses will be publicly read aloud on the date, time, and location specified in the bid document.

14. Award of Contract

14.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base bid whose evaluation by Town indicates to Town that the award will be in the best

interests of the Town and not necessarily to the lowest Bidder.

14.2 Criteria utilized by Town for determining the most responsive Bidder includes, but is not limited to the following:

- (a) Ability of Bidder to meet published specifications.
- (b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability, and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any subcontractors and other persons providing labor or materials to Bidder.
- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (d) Whether Bidder can perform the contract promptly or with the time specified without delay or interference.
- (e) Previous and existing compliance by Bidder with laws, ordinances, and regulations relating to the commodities or services.
- (f) Price.

14.3 If applicable, the Bidder to whom award is made shall execute a written contract prior to award by the Town Commission. If the Bidder to whom the first award is made fails to enter into a contract as herein provided, the contract may be let to the next ranked Bidder who is responsible and responsive in the opinion of the Town.

15. Contractual Agreement

The terms, conditions, and provisions in the bid document shall be included and incorporated in the final contract. The order of

precedence will be bid document and response, contract, and general law. Any and all legal action necessary to enforce a contract will be interpreted according to the laws of Florida.

16. Insurance

16.1 If the Contractor is required to go on to Town property to perform work or services as a result of contract award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by Town or specified in the Special Terms and Conditions.

16.2 The Contractor shall provide the Purchasing Division original certificates of coverage prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the Town's Risk Manager. The certificates must list the Town as ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the Town's Risk Manager if circumstances change or adequate protection of the Town is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

17. Taxes

The Town of Pembroke Park is exempt from all Federal Excise and Florida Sales Taxes on direct purchase of tangible property. An exemption certificate will be provided where applicable upon request. Contractors doing business with the Town shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall a Contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

18. Estimated Quantities/Warranties of Usage

No warranty is given or implied by the Town as to any components listed in the bid document and are considered to be estimates for the purpose of information only. The Town reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced requirements of the Town.

19. Samples and Demonstrations

Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in the Special Terms and Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the Town within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the Town and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the Town may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the Town may result in rejection of a bid.

20. Delivery

Time will be of the essence for any orders placed as a result of this bid document. The Town reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the Town.

21. Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any member of the Town Commission or its Staff, all other Town employees, and any non-employee appointed to evaluate or recommend selection in the procurement process.

Only those communications which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Town as duly authorized expressions on behalf of Contractors.

22. References

As part of the bid evaluation process, the Town may conduct an investigation of references, including a record check and/or consumer affairs complaints. Bidder's submission of a bid constitutes acknowledgment of the process and consent to investigate. The Town is the sole judge in determining Bidders qualifications.

23. Costs Incurred by Bidders

All expenses involved with the preparation and/or presentation and

submission of bids to the Town, or any work performed in connection therewith, shall be the sole responsibility of the Bidder(s) and shall not be reimbursed by the Town.

24. Permits, Fees and Notices (If Applicable)

24.1 The Contractor shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, county, state and federal laws, rules and regulation applicable to business to be carried on under the contract.

24.2 All Town of Pembroke Park review fees, application fees, permit fees or inspection fees are waived as per Ordinance No. 139-94. All county, state or federal fees and permits shall be applied for and paid by the Bidder as necessary. Bidder must provide Town with copy(s) of valid licensing by county/Town agency for this type of work.

24.3 It is the Bidder's responsibility to have and maintain appropriate Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including subcontractors) working on the project for whom a Certificate of Competency is required.

25. Penalties for Misrepresentation

Any material misrepresentation in the Contractor's response could result in termination of the Agreement, or any other appropriate administrative sanctions and/or legal actions.

26. Restriction on Disclosure and Use of Data

All proposals received by the Town will become the sole property of the Town. Confidential financial information obtained by the Town from a Bidder is exempt from public disclosure to the extent allowed by law.

27. Exceptions to the Bid

Bidders must clearly indicate any exceptions they wish to take to any of the terms in this bid, and outline what alternative is being offered. The Town, at its sole and absolute discretion, may accept or reject the exceptions. In cases in which exceptions are rejected, the Town may require the Bidder to furnish the services or

goods originally described, or negotiate an alternative acceptable to the Town.

28. Cancellation for Unappropriated Funds

The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

29. Independent Contractor

The Contractor is an independent Contractor under this Agreement. Personal services provided by the Bidder shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the bid document, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

30. Job Site Safety

The Successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), Florida Department of Labor (DOL), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Successful Proposer's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The Town reserves the right, but is not obligated to make safety inspections at any time the Successful Proposer is on Town property and to ensure safety rules are not being violated.

31. Occupational Health and Safety

In compliance with Title 29 *CFR (Code of Federal Regulations)*, Section 1910.1200, any Hazardous Chemical items which are delivered from a Contract resulting from this Proposal must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS

sheets must be maintained by the user agency and must include the following information:

- a) The chemical name and the common name of the toxic substance.
- b) The hazards or other risks in the use of the toxic substance, including:
 - 1) The potential for fire, explosion, corrosiveness, and reactivity;
 - 2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3) The primary routes of entry and symptoms of overexposure.
- c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- d) The emergency procedure for spill, fire, disposal, and first aid.
- e) A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- f) The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.
- g) All substances shall remain in manufacturer's container with manufacturer's labeling.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH OSHA STANDARDS.

32. Conflict of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112, *Florida Statutes*. Bidders must disclose with their bid the name of any officer, director, partner, proprietor, associate or agent who is

also an officer or employee of the Town or any of its agencies. Further, all Bidders must disclose the name of any officer or employee of the Town who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

33. Indemnity/Hold Harmless

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the Town Commission, the Town of Pembroke Park, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Town, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the Town pursuant to Chapter 768, *Florida Statutes*, as amended from time to time, nor shall it constitute an agreement by the Town to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action.

34. Public Entity Crimes Statement

Pursuant to Paragraph 2(a) of Section 287.133, *Florida Statutes*, a person or affiliate who has been placed on the convicted vendor

exempt or confidential and exempt from

list following a conviction for a public entity crime may not submit a bid for a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category TWO (\$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

35. Public Records

Consultant shall keep such records and accounts and require any and all Consultants and subconsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by Town and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for Town's disallowance of any fees or expenses based upon such entries.

Town is a public agency subject to Chapter 119, Florida Statutes. To the extent Consultant is a Consultant acting on behalf of the Town pursuant to Section 119.0701, Florida Statutes, Consultant shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, Consultant agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the Town in order to perform the services.
- b) Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law.
- c) Ensure that public records that are

public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Consultant does not transfer the records to the Town.

- d) Upon completion of the services within this Agreement, at no cost, either transfer to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the services. If the Consultant transfers all public records to the Town upon completion of the services, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the services, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

If Consultant does not comply with this Section, the Town shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

36. Drug-Free Workplace Programs

Preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two (2) or more bids which are equal with respect to price, quality and service are received by the Town for the procurement of commodities or contractual services, a bid received from a business that completes the attached Drug-Free Workplace form certifying

that it is a Drug-Free Workplace shall be given preference in the award process.

37. Collusion

The Bidder certifies that its bid is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a bid for the same items, or with the Town. The Bidder also certifies that its bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

38. Audit Rights

The Town reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the Town. If required by the Town, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the Town. The Contractor shall allow the Town to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the contract.

39. Patents and Royalties

The Contractor, without exception, shall indemnify and save harmless the Town of Pembroke Park and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the Town of Pembroke Park. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

40. Purchase by Other Governmental Agencies

If the Bidder is awarded a contract as a result of this bid document, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the bid document and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

41. Assignment and Sub-Letting

No assignment of this contract or any right occurring under this contract shall be made, in whole or in part, by the Contractor without the express written consent of the Town Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.

42. Venue

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the Southern District in and for the State of Florida.

43. Gratuities and Kickbacks

43.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

43.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

43.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every

Contract and subcontract and solicitation therefore.

44. Protest Process

Any bidder, proposer, or offeror who is aggrieved in connection with the solicitation or award of a contract must contact the Procurement Officer listed in the solicitation in writing (email or fax are acceptable) by filing a notice of protest within three (3) working days after the posting of the notice of intent to award the bid. A formal written protest must be filed within five (5) working days after filing the notice of protest.

The formal written protest must be either, hand-delivered and date and time stamped by the Office of the Town Clerk, or sent via Certified U.S. mail, return-receipt requested. Failure to file a notice of protest and formal written protest within the time-frames specified herein shall constitute a full waiver of all rights to protest the Town's decision regarding the award.

- (a) Only a bidder, proposer or offeror whose bid or proposal is timely received and fully complies with all terms and conditions of the bid or proposal may protest an award.
- (b) The formal written protest shall state in detail the specific facts and laws or ordinances upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
- (c) Upon receipt of a formal written protest, the Town may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the Town Manager decides the award must continue without delay in order to avoid an immediate and serious danger to public health, safety, or welfare.
- (d) Any and all costs incurred by a protesting party in connection with the protest process pursuant to this section shall be the sole responsibility of the protesting party.

All protests shall be reviewed and evaluated administratively and a decision, in writing shall be forwarded to the protesting party within ten (10) working days of receipt of the formal written protest. If the protesting party does not agree with the administrative decision, they

may appeal the decision in writing to the Town Manager or designee within five (5) working days of receipt of the administrative decision. The appeal must be either, sent Certified U.S. mail return-receipt requested or hand-delivered and date and time stamped by the Office of the Town Clerk. The decision of the Town Manager or designee will be final.

Any person who files a formal written protest shall post with the Chief Procurement Officer, at the time of filing the formal written protest a cashier's check made payable to the Town of Pembroke Park in an amount equal to one percent (1%) of the Town's estimate of the total amount of the contract or \$5,000.00, whichever is less.

If the decision of the Town Manager or designee upholds the action taken by the Town, then the deposit becomes non-refundable and the Town shall retain the deposit as payment for a portion of the cost and expense, including but not limited to, time spent by Town staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the Town Manager or designee does not uphold the action taken by the Town, then the Town shall return the amount of the cashier's check to the person or entity filing the protest.

45. Confidential and/or Proprietary Information

In accordance with Section 119.07(1)(a), Florida Statutes as amended from time to time, and except as may be provided by other applicable state and federal law, the Request for Qualifications and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted proposal any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute Section 119.071.

46. Anti-Discrimination

That Consultant shall for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression, or veteran or service member status shall be excluded from

participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

- b) Consultant, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status.

That in the event of a proven breach of the above non-discrimination covenant, the Town shall have the right to terminate the Agreement as if this Agreement had never been made.

47. Default

47.1 Termination for Cause

In the event the Contractor shall default in or violate any of the terms, obligations, restrictions or conditions of this contract, the Town may, upon written notice to the Contractor, terminate this contract effective immediately. In the event of such termination the Town may hold the Contractor liable for any and all damages sustained by the Town arising out of such default, including but not limited to costs of procurement and cover.

Procedures:

- a. Written notice shall be provided to Contractor setting forth the reasons for said termination and
- b. Only after the Contractor has been afforded a reasonable opportunity as determined by the Town to correct alleged problems; and

- c. Only after a hearing before the Town Manager is granted to Contractor, at which time the Contractor shall be given an opportunity to be heard.

47.2 Termination for Default

In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the Town shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the Town, the Town shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract.

47.3 Termination for Convenience of

Town Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Contractor, the Town may without cause and without prejudice to any other right or remedy, terminate the contract for the Town's convenience whenever the Town determines that such termination is in the best interest of the Town. Where the contract is terminated for the convenience of the Town the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the Town under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service.

SECTION II SPECIAL TERMS AND CONDITIONS

1. Point of Contact

To ensure fair consideration for all Proposers, the Town prohibits communication to or with any department, elected official or employee during the submission process, other than the Purchasing Analyst, regarding the requirements for this submittal. Any such contact may be considered grounds for disqualification. The Town shall not be responsible for oral interpretations given by any Town employee or its representative.

All inquiries concerning clarifications of this solicitation or for additional information shall be submitted in writing by email or submitted via email to Chief David Howard – dhoward@pdtppfl.gov

Submit To: Chief David A. Howard
Email: DHoward@pdtppfl.gov

All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or bid procedures may be submitted via email to Chief David Howard – dhoward@pdtppfl.gov

2. Mandatory Pre-Proposal Meeting

A mandatory pre-proposal conference will be held at the Pembroke Park Government Center, Town Hall, 3150 SW 52nd Avenue, Pembroke Park, Florida 33023. Proposers or their representative(s) must attend. This information session presents an opportunity for the Proposers to clarify any concerns regarding the proposal requirements. Questions regarding the site and specifications will be answered and proposers will be able to familiarize themselves with conditions that may affect the proposal price.

NOTE: Failure to attend the mandatory pre-proposal meeting will automatically result in Proposer being deemed non-responsive.

3. Proposal Requirements

3.1 Minimum Qualifications

- Contractor shall have a General Towing and Wrecker service license issued by Broward County
- Drivers towing vehicles/equipment shall have a valid commercial driver's license in their possession as required
- Minimum of five (5) years' experience
- Business Tax Receipt must be in effect as required by Florida Statute 205.065 or as amended

3.2 Firm Qualifications

The proposal should give a description of the firm, including the size, range of activities, etcetera. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of project will be brought to bear on the proposed project. The proposal must also identify the contact person and telephone number. Proposer shall provide a detailed organizational chart showing all individuals, including their titles, who will perform any work on this contract. Describe the experience, qualifications and other information including relevant experience on similar contracts of all key individuals to perform work on this contract. The proposal must also identify the contact person and telephone number.

4. Proposal Format

The proposal shall contain three (3) sections:

Section 1: Qualifications, Experience, Past Performance, Violations & Litigations

- Clearly describe the ability to perform the scope of services proposed including a work plan with an explanation of the methodology to be followed to perform the services required of this proposal.
- Provide resume and fact sheet for firm indicating how it meets the Minimum Qualification requirements stipulated above.
- Provide resumes for all of firm's employees that will be used in providing the services specified herein.
- Provide a detailed description of comparable contracts (similar in scope of services of this contract) which Proposer is either performing or has completed within the last three (3) years.
- Describe any prior or pending litigation or investigation, or violations either civil or criminal, involving a governmental agency.
- Include a list of awards or recognitions obtained

Note: The Proposer must also be prepared to submit on the Town's request, within seven (7) calendar days of the request, further evidence as to the qualifications such as financial data, previous experience, and/or evidence of legal qualifications to perform the work.

Section 2: Resources and Availability

- Describe the firm's management plan to be used, staffing configuration and safety protocols.
- The Proposer shall furnish a list of vehicles and equipment to be used in accordance with the contract. Complete list of equipment shall indicate type, year, manufacturer, and capability of vehicle to provide the services required. Also, indicate ownership.
- Proposer shall provide the address of the location(s), including a copy of the deed of the property in the Proposer's name or a copy of a valid lease agreement, for each lot the Proposer intends to use in the performance of this contract. Proposer shall provide site plans of each lot to scale complete with dimensions or 4" x 6" photographs depicting the placements of the signage, placement of the main office on the lot, lot size, and capacity.
- List the locations of any additional lots operated by the Proposer under the same business name, and the name and address of any subsidiary/affiliate company in the same business, the nature of the relationship, and the location of their office and all their lots.

Section 3: References

- Proposer shall provide a list of at least five (5) clients that Proposer has provided similar services in the past five (5) years, at least two (2) of which are governmental entities. For each client reference include:
 - Project name and location
 - Scope of services provided
 - Cost of project
 - Contact person, title, business address, telephone and fax number, and email address
 - Start and completion date of the contract

Note: Proposer is responsible for verifying correct phone numbers, email addresses and contact information. Failure to provide accurate data may result in the reference NOT being considered.

5. Environmental Regulations

Town reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify Town immediately of notice of any citation or violation, which Proposer may receive after the proposal opening date and during the time of performance of any contract awarded to Proposer.

6. Sub-Contractors

6.1 Sub-Contractors Terms

The Contractor agrees to bind specifically every sub-contractor to the applicable terms and conditions of the contract documents for the benefit of the Town.

6.2 Sub-Contractors Agreement

All work performed for the Contractor by a sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the Sub-contractor.

7. Competency of Proposers

Proposals shall be considered only from firms that have five (5) or more years experience in providing products and services similar to those specified herein and that are presently or recently engaged in the provision of these services. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time.

8. Conditions for Emergency/Hurricane or Disaster

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the Town of Pembroke Park shall require a **"first priority"** basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the Town Manager. Awarded Proposer agrees to rent/sell/lease all goods and services to the Town or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The Town expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Proposer shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

9. Performance

It is the intention of the Town to obtain the services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the scope of services. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the Town. The Town reserves the right to obtain these products from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or Town residents.

10. Schedule of Events

The Town will use the following tentative time schedule in the selection process. The Town reserves the right to change and/or delay scheduled dates.

Event	Date
RFP Available	
Mandatory Pre-Proposal Meeting	
Last Date of Receipt of Questions	
Questions & Answers - Addendum Release (if required)	
Proposals Due	
Compliance Review	
Selection Committee Evaluations/Short List	
Oral Interviews/Selection of 1 st Ranked Proposer	
Contract Negotiations with 1 st Ranked Proposer	
Commission Award of Contract	

11. Uncontrollable Circumstances ("Force Majeure")

The Town and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, or delay or failure of service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

12. Proposal Submission

- 12.1 **The proposal shall be signed by a representative who is authorized to contractually bind the Proposer.**
- 12.2 Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained.

- 12.3 All blanks on the proposal form(s) must be completed and notarized if applicable. Names must be typed or printed below the signature. Facsimile proposals will not be accepted.
- 12.4 Each Proposer for services further represents that the Proposer has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the contract documents.
- 12.5 Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the Town that any Proposer is interested in more than one (1) proposal for work contemplated, all proposals in which such a Proposer is interested will be rejected. Proposer by submitting this proposal certifies that the proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.
- 12.6 Each Proposer by signature and by submission of a response, represents that the Proposer has read and understands the contract documents, has completed all required fields and the proposal has been made in accordance therewith.
- 12.7 The submittal of a proposal by a Proposer will be considered by the Town as constituting an offer by the Proposer to perform the required services at the stated prices.
- 12.8 All proposals received from Proposers in response to this Request for Proposals will become the property of Town and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the Town.
- 12.9 As the best interest of the Town may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The Town will determine which Proposers are "responsible and responsive".

13. Cash Proposal Deposit and Performance Deposit

The Town requires a cash/performance deposit in the amount of one thousand (\$1,000) dollars in the form of a cashier's check, certified check, cash or money order, made payable to the Town of Pembroke Park. Proposer shall submit the deposit in a sealed envelope clearly marked with the proposal name and RFP number to the Office of the Town Clerk located in Town Hall prior to the due date and time. If the successful proposed Contractor fails to enter into a franchise Agreement with the Town due to fault of the Proposer, this proposal deposit will be forfeited to the Town of Pembroke Park without recourse. Deposits of the unsuccessful Proposers will be returned within ten (10) working days after the award of agreement or rejection of all proposals by the Town Commission. The cash deposit of the Successful Proposer shall be deposited by the Town and become part of the cash performance deposit as stated herein.

14. Performance Bonds / Irrevocable Letter of Credit

The Successful Contractor will execute and deliver to the Town, within ten (10) days after notice of award, a Cash Deposit, Performance Bond, or Unconditional Irrevocable Letter of Credit payable to the Town in the total amount of the Contractor's bid amount, which is to be held by the Town in a non-interest bearing escrow account, during the term of this agreement, to insure that the Contractor makes prompt monthly payments as provided by the contract. If the bond is on an annual coverage basis, renewal of each succeeding year shall be submitted to the Town thirty (30)

days prior to the termination date of the existing bond. A surety company of recognized standing, authorized to do business in the State of Florida, and having a resident agent must execute the Performance Bond. If a letter of credit is chosen, it must be in a form acceptable to the Town, drawn on a bank acceptable to the Town, and issued in favor of the Town. Acknowledgment and agreement is given by both parties that the amount herein above set is not intended to be or shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the Town in the event of a material breach of the Agreement by the Contractor.

The Town may draw against the performance deposit a late charge of fifty dollars (\$50.00) any time that the Contractor is ten (10) days late in providing its required payment(s). Additionally, the performance deposit will also insure that the Contractor provides prompt response to Police requests to tow vehicles and provide the services herein agreed to. In the event that said Contractor fails to answer a call within forty (40) minutes of being dispatched to open the compound, or to respond to a call for wrecker with sufficient equipment to remove a vehicle, then it shall forfeit the sum of fifty dollars (\$50.00) of the performance deposit to the Town. The Contractor shall replenish such deposit each time a portion of it is forfeited. The Contractor shall further agree to reimburse the Town within thirty (30) days for any fees or expenses incurred because of the Contractor's failure(s). At the end of the period of time covered by this agreement, if the Town is holding an amount of the Contractor's performance deposit, said amount will be returned to the Contractor within thirty (30) days after expiration of this agreement.

15. Evaluation Method and Criteria

The Town will assemble a Selection Committee comprised of qualified Town staff or other persons selected by the Town. The selection of a Proposer with whom to contract shall be based on the proposal most advantageous to the Town based on the "best value to the Town" using the following criteria:

Criteria

- 1) Operational Plan for the Town
- 2) Qualifications and Experience
- 3) Resources and Availability
- 4) Past Performance
- 5) Price / Franchise Fee

15.1 The above criterion is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Selection Committee during the short-listing and final ranking of Proposers by establishing a general frame work for those deliberations. Past performance of Proposers services may also be included in determining recommendation for award. During the evaluation process, Town reserves the right, where it may serve the Town of Pembroke Park's best interest to request additional information or clarification from Proposers.

15.2 Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the Town through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the Town to award the proposal to the lowest priced Proposer, and the Town reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the Town in achieving the study or project, and to waive any irregularity or technicality in the proposals received. The Town shall be the sole judge of the proposals that offer the best value and the resulting agreement that is in its best interest and its decision shall be final.

15.3 While the Town allows Proposers to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the Town.

16. Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFP. A responsive proposal is one which follows the requirements of the RFP includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

17. Selection Process

The Selection Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The Selection Committee will rank (where one (1) is the highest ranking) all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. If less than three (3) responsive proposals are received, the Selection Committee will give further consideration to all responsive proposals.

18. Oral Presentations

The top three (3) short-listed Proposers/finalists may be required to provide an oral presentation in support of their proposals or to exhibit or otherwise demonstrate the information contained therein or by conference telephone call for clarification purposes only, prior to a recommendation being presented to the Town Commission. The Proposer's manager assigned to this contract shall be the sole presenter(s). The Selection Committee will then re-rank the finalist's based on their proposal submission and presentation in accordance with the criteria listed herein. Should the Town require such oral presentation, the Proposer will be notified seven (7) days in advance to appear before the Selection Committee.

The first ranked Proposer resulting from this process will be recommended to the Pembroke Park Town Commission for award. The recommended Proposer may be required to appear before the Town Commission to answer questions for contract award.

19. Examination of Proposer's Facilities by Town Personnel

The Town as part of the evaluation may make an inspection of the Proposer's facilities. The Evaluation Committee or a delegate of their appointment, as part of their evaluation, may perform this inspection.

The term facilities as used in the Request for Proposal shall include, but shall not be limited to, all properties operated by the Proposer, all equipment used in the performance of business by the Proposer, and/or any other evidence, tangible or intangible, that the Town may deem necessary to substantiate the technical and other qualifications, and the abilities of the Proposer to perform the services.

20. Best and Final Offers

When in the best interest of the Town, the Procurement Officer may request the submission of best and final offers. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Best and final offers shall be submitted only once; provided, however, the Procurement Officer may make a written determination that it is in the Town's best interest to conduct additional discussions or change the Town's requirements and require another submission of best and final offers. Otherwise, no discussion of or changes in the best and final offers shall be allowed prior to award. Vendors shall also be informed that if they do not

submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

21. Negotiations

Contract(s) may be awarded on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. Pursuant to Paragraph 5(b) of Section 287.055, Florida Statutes, the Town, at its sole discretion, reserves the right to enter into contract negotiations with the number one ranked, responsive, responsible Proposer. If the Town and said Proposer cannot negotiate a Successful Contract, the Town may terminate said negotiations and begin negotiations with the number two ranked, responsive, responsible Proposer. This process will continue until a contract acceptable to the Town has been executed or all proposals are rejected. No Proposer shall have any rights against the Town arising from such negotiations or termination thereof.

22. Award of Contract

22.1 Responses will be electronically unsealed in a public forum and read aloud. A Selection Committee will evaluate the proposals based on the criteria stated herein. The Town is the sole judge in evaluation considerations. It is the Town's intent to award the contract to one

(1) Proposer; however, the Town reserves the right to award the contract to two (2) Proposers if the Town deems it is in its best interest.

22.2 The Contract will be awarded only to a responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified. The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and equipment to complete the scope of work. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.

22.3 All Proposers will be notified in writing when the Town Commission makes an award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the Town Commission to be in the best interest of the Town. The Town Commission's decision of whether to make the award is in the best interest of the Town and shall be final.

22.4 The Proposer warrants to the Town that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

22.5 This signed proposal is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the Town Commission of Pembroke Park. Within ten

(10) days after receiving Notice of Award, the Successful Proposer shall submit a revised Certificate of Insurance naming the Town of Pembroke Park as additional insured for all liability policies for approval by the Town's Risk Manager.

23. Contract Term

23.1 The initial contract period shall be for five (5) years. The Town reserves the right to extend the contract for five (5) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the Town. Successful Proposer shall give written notice to the Town not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract

amount.

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Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the Town.

- 23.2 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the Town invokes this extension clause.

24. Franchise Fee

Contractor shall submit their proposed permit fee the Town's finance department through a means approved by the Town. The minimum towing permit fee the Town will accept is \$20,000 per year. Annual Franchise Fees shall be payable by four (4) equal quarterly payments, in advance, and shall be due on the first business day of the contract quarter. If franchise fees are ten (10) days late, a charge of fifty dollars (\$50.00) shall be applied in addition to interest at the highest rate allowed by current *Florida State Statute*. If franchise fees are more than twenty (20) days late, Contractor is subject to suspension or cancellation at the Town's sole option.

25. Franchise Fee Adjustment

Franchise fees paid to the Town shall be increased each year of the contract by a minimum of five percent (5%) from the previous year's fee. The actual increase shall be negotiated between the Town and Contractor based upon volume of services provided during the previous twelve (12) month period.

26. Cost of Service to the Public

Successful Proposer will be governed by the Town of Pembroke Park's Towing Fees regarding maximum tow charges. The schedule of charges listed is attached as Attachment "A" to this RFP and will govern the cost of services to the public under any agreement established as a result of this RFP. The cost of service will be based on the vehicle to be towed, not necessarily on the particular vehicle dispatched to the scene. No other charges are applicable to vehicles towed under this contract.

27. Cost Adjustment

Costs to the public shall be subject to adjustment only if allowed by resolution by the Town of Pembroke Park Town Commission.

28. Additional Contractor Responsibility

Any related costs to towing, recovery, storage, or administration that is not specifically stated in this contract will be the sole responsibility of the Contractor. Contractor can only charge vehicle owners or operators the rates listed in this contract and under the terms and conditions in this contract.

29. Responsibility for Payment

The Town of Pembroke Park will not be responsible for the collection or payment of any charge for services rendered by reasons of its having dispatched service in accordance with this contract unless such service charge is applicable to Town owned, confiscated, or leased vehicles or equipment, street clean up without a tow (equivalent to a normal automobile tow), or Town authorized special services. All other such services rendered shall be charged to the owner of the towed vehicle or other lawful claimant of possession.

30. Town Vehicles

Contractor shall recover and/or tow Town owned or leased vehicles and equipment that are located within the Tri-County Area to any location within Broward County at no charge to the Town. In addition, Contractor shall provide tire changes and vehicle jump-starts within the Tri-County Area, at no charge to the Town.

31. Impounded, Seized Vehicles and Equipment

Contractor shall recover and/or tow vehicles and equipment that are impounded or seized by the Police Department within the Tri-County Area to any location within Broward County, at no charge to the Town.

Vehicles placed on 'police hold' for investigate, evidentiary, or forfeiture purposes, may be held indefinitely at no charge to the Town. A Contractor must notify the Police Department of an impending release of a vehicle with a police hold prior to releasing the vehicle to the owner or any other party.

32. Suspension

Should at any time during the term of this contract, including any option terms, the Contractor be in violation of any of the terms and conditions of this contract, the Town shall have the right to suspend the Contractor until the violation is resolved to the satisfaction of the Town. If the violation is not promptly resolved or is of such serious nature that the Town determines that suspension is not adequate, the Town reserves the right to terminate for cause.

Should at any time during the term of this contract, including any option terms, the Contractor or its principals become the subject of a criminal investigation, the Town shall have the right to suspend the Contractor until the outcome of any pending investigation including trial should one result. Upon termination of the criminal investigation, which does not result in criminal charges, the Town at its sole discretion may cancel the contract or reinstate the contract. Should criminal charges result from the investigation, at the conclusion of the trial or upon a plea bargain by the Contractor, the Town in its sole discretion may cancel the contract or reinstate the contract.

33. Special Services

If additional duties, similar to those contained in the Scope of Services of this RFP, but not specified in that part are required by the Town, and the Contractor is able to provide those special services, those services may be requested under this contract by authorized Town staff. Examples of such special services could be removal of an aircraft from water, or recovery of a large piece of Town equipment from mud.

In such instances, the Town will depend upon Contractor's experience in such matters and authorize the Contractor to assemble all necessary special equipment and staff, including use of subcontractors, to resolve the special or emergency situation. In any such instances the Town reserves the right, time and circumstances permitting to seek the special services elsewhere in accordance with the Town's procurement policies.

34. Non Exclusive Services

Nothing contained in this contract will prevent the owner or operator of a motor vehicle from calling a wrecker or tow truck of his choice, or requesting that his vehicle be towed to a garage location or compound of his choice and not that of the Contractor, unless the disabled vehicle cannot be removed in forty (40) minutes or less or is creating a tie up of traffic or hazardous situation, in the opinion of the Police Officer at the scene.

35. Benefit from Repairs

Contractor shall not engage directly or indirectly in the automotive or truck repair, paint and body, salvage, junkyard, or re-cycling business. If the Contractor currently has any interest in automotive or truck repair, paint and body, salvage, junkyard, or re-cycling businesses he shall so state in his proposal and list the specifics of that interest. The specific circumstances and relationship of the Contractor to these peripheral activities will be reviewed during the evaluation process of the Proposer's qualifications and capabilities. If during the term of the contract, including any option terms, Contractor acquires an interest in automotive or truck repair, paint and body, salvage, junkyard, or re-cycling businesses, he shall immediately notify the Town in writing. Failure to do so may result in termination for cause.

36. Complaints and Disputes

At all times, Contractor shall conduct its business in an orderly, ethical and business-like manner and use every means to obtain and keep the confidence of the motoring public. All public contact shall be in a courteous and orderly manner.

All complaints concerning misconduct on the part of the Contractor or disputes between Town staff and the Contractor will be referred to the Town Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the Town Manager or designee shall be binding upon the parties, and failure of the Contractor to follow any such determination could be considered a material breach and subject the Contractor to termination for cause.

37. State Sales Tax

Contractor shall be responsible for collecting and transmitting to the proper agency all applicable state sales taxes in accordance with the latest regulations and revisions to State Statutes.

38. Required Licensing

The Contractor shall at all times be a holder of a general towing and wrecker service license issued by Broward County, and have current decals issued by Broward County for all towing vehicles. The Contractor must also have all necessary State, County, Town, and local licenses and permits as maybe required to operate this type of business.

39. Charges for Time at the Scene and Complications

Cost of time at the scene, labor, or equipment needed shall be included in the basic tow rate. If required, additional charges due to complications at the scene must be justified by Contractor to the Town.

If, and only if such time at the scene consumes more than the time specified in the towing rates (Attachment "A") will the extra waiting time charge or any fraction thereof be assessed by the Contractor as per Attachment "A". Assessment of complication charges will be from the time the additional Contractor staff or equipment arrives at the scene and until the vehicle is towed from the scene, or the additional Contractor staff or equipment leaves the scene, whichever occurs first.

The complications charge shall be all inclusive and include all necessary staff or equipment required to complete the recovery.

40. Service Call Cancellation

The Town reserves the right to cancel a request for services at any time, including up to the time of hook-up, without any charge. The Contractor agrees that the mere response to a service call including arrival at the scene, without other action, does not constitute a service call where charges are applicable.

41. Ethics and Conduct

The Contractor agrees to conduct operations under this contract in a courteous, orderly, ethical and businesslike manner. As this contract is very sensitive in nature and requires the Contractor and his personnel to deal with the public on a daily basis, Contractors are required to extend common courtesies such as:

- A. Expedite release of the vehicle in accordance with the terms of the contract.
- B. Assist the vehicle owner in retrieving documents, from the vehicle, to establish ownership.
- C. Allow the owner to remove the auto tag and any unattached personal possessions.
- D. Explain fully and politely the reason for the tow and all charges levied.
- E. If a dispute occurs, Contractor shall attempt to resolve the dispute promptly and politely. If it cannot be resolved satisfactorily, the dispute shall be reported to the Town no later than the next business day.

42. Contractor Personnel

Upon commencement of the Franchise, the Contractor shall submit to the Town's Contract Administrator a list of all current employees and any new personnel, including full name, home address, date of birth and proof of current valid Florida driver's license. Furthermore, Contractor shall supply the same information to the Contract Administrator within forty-eight (48) hours of the hiring and separation of said employees. The Police department shall run a background check on new hires at Contractor's expense.

- 42.1** The owners of the company or the officers of the company (if a corporation) and the company shall be responsible jointly and severally, except as expressly prohibited by law, for the acts of their employees while on duty.
- 42.2** It is the intent of the parties hereto that the Contractor shall be legally considered as an independent operator and that neither he nor his employees shall, under any circumstances, be considered servants or agents of the Town, and that the Town shall not be legally responsible for any act, omission, negligence on the part of said Contractor, his servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm or corporation.
- 42.3** Each driver shall be subject to driver license verification and criminal background checks.
- 42.4** Contractor agrees to submit its trucks and equipment for inspection by the Town at any reasonable time at the Town's request so as to insure compliance with all the terms of the contract.
- 42.5**
 - a) Contractor shall assign qualified towing and wrecker vehicle operators who are properly licensed in accordance with *Florida Statutes 322*.
 - b) Each towing wrecker vehicle operator shall have a detailed knowledge of the layout of the Town streets.
 - c) Each towing and wrecker vehicle operator shall be trained and qualified to perform the duties of a wrecker driver, shall be physically capable of performing the duties and shall be courteous and polite in their dealings with the public. Operator shall wear a uniform with the name of company.
 - d) Contractor will ensure that each driver operates each towing and wrecker vehicle in a safe and proper manner in accordance with operating manuals and *Florida State*

Statutes. Upon receipt of any complaints from the Police Department on driver's found to be unsafe or improperly operating, documented corrective actions will be required of the Contractor.

43. Tow Truck Markings

The Contractor agrees to have no markings on either vehicles, buildings, or correspondence that indicates or tends to indicate any official relationship between the Contractor and the Pembroke Park Police Department, Broward County, or any police agency.

The name, address, and telephone number of the Contractor and any other required decals or markings must be applied as required by Section 713.78(6) *Florida Statutes*.

44 Insurance Requirements

Throughout the term of this Contract, Successful Proposer and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force at their own expense, insurance as follows:

44.1 Workers' Compensation

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000.00 each accident.

Note: Proposers who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

44.2 General Liability

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

44.3 Automobile Liability

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

44.4 Garage Liability

Contractor shall carry Garage Liability Insurance with limits of not less than One Million (\$1,000,000) dollars per occurrence and not less than Three Million (\$3,000,000) dollars aggregate.

44.5 Garage Keepers Legal Liability

Contractor shall carry Garage Keepers Legal Liability Insurance with limits of not less than Two Hundred Fifty Thousand (\$250,000) dollars per occurrence.

44.6 On Hook and Cargo Legal Liability

Contractor shall carry On Hook & Cargo Legal Liability Insurance with limits of not less than One Hundred Thousand (\$100,000) dollars per occurrence.

44.7 General

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the Town receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, Town may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.

Auto Liability and General Liability policies shall be endorsed to provide the following:

- a) Name as Additional Insured the Town of Pembroke Park and its Officers, Agents, Employees and Commission Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

Town of Pembroke
Park
Chief of Police
3150 SW 52nd Avenue
Pembroke Park, Florida
33023

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Proposer's Proposal Package. If Proposer is Successful Proposer, then prior to commencement of Contract, Proposer must submit a revised Certificate of Insurance naming the Town of Pembroke Park as Additional Insured for all liability policies.

44.8 Insurance Company and Agent

All insurance policies herein required of the Successful Proposer shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

Note: A copy of **any** current Certificate of Insurance shall be included with your proposal.

45. Dispute Resolution**45.1 Dispute Resolution Process**

- a) All claims, disputes and controversies arising out of or related to the performance,

interpretation, application or enforcement of this Agreement, including but not limited

to claims for payment and claims for breach of this Agreement, shall be settled internally with the Town Manager or designee.

- b) In the event a dispute cannot be settled through the chain of command set forth in this section, all claims, disputes and controversies shall be referred to mediation before initiation of any adjudicative action or proceeding at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The parties will take all reasonable measures necessary to effectuate such tolling.
- c) Either party may initiate the mediation process by delivering written notice to the other party that sets forth with particularity the nature of the party's claim or demand, the authority for making the claim or demand, a proposed remedy, the nature and extent of any monetary claim, and a request for mediation. The Contractor and Town shall then participate fully in the mediation process and conscientiously attempt to resolve their dispute. The mediation shall be conducted in Broward County, Florida, in accordance with the Florida Supreme Court's mediation rules, within sixty (60) days after the joint selection of a certified civil mediator who is mutually acceptable to both parties. If a dispute is not resolved pursuant to mediation within sixty (60) days after the initiation of the mediation conference, either party to the dispute may elect to resolve the dispute by initiating litigation in a court of competent jurisdiction in Broward County, Florida, after providing ten (10) days' advance written notice to the other party.
- d) The parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury. THE TOWN AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION, OR ENFORCEMENT OF THIS AGREEMENT.

46. Scrutinized Companies pursuant to Section 287.135 and 215.473

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Town's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

47. Inspection, Direction, and Payment

- 47.1** The work will be conducted under the general direction of the Chief of Police or designee, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the Contract.
- 47.2** If, at any time during the Contract, the Town shall not approve or accept the Contractor's work performance, and an agreement cannot be reached between the Town and the Contractor to resolve the problem to the Town's satisfaction, the Town shall negotiate with the Contractor on a payment for the services provided.
- 47.3** The Town of Pembroke Park, without invalidating the Contract may make changes to increase or decrease services and/or locations as required. Such work shall be executed under the conditions of the original Contract.
- 47.4** Annual Franchise Fees shall be payable by four (4) equal quarterly payments, in advance, and shall be due on the first business day of the contract quarter.
- 47.5** It shall be the responsibility of the Successful Contractor to repair, rebuild or restore to its former condition, any and all portions of existing utilities, structures, equipment, appurtenances or facilities which may be disturbed or damaged due to Contractor's neglect or maintenance operations.

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SECTION III DETAILED REQUIREMENTS – SCOPE OF SERVICES

1. Purpose

The Town of Pembroke Park, Florida is actively seeking proposals from qualified firms to establish a multi-year Franchise Agreement for Town-wide Wrecker Towing Service for the removal and storage of vehicles that are creating a traffic hazard, abandoned, disabled from a traffic crash or for non-consensual removal of vehicles from public streets and areas within the Town.

2. Eligibility

To be considered responsive to this RFP, Proposers must comply with all of the minimum requirements set forth in this document. The Town reserves the right to negotiate with any or all of the responsive Proposers.

To be eligible to provide towing services for the Town, the Contractor must demonstrate that they have successfully completed services similar to those specified in this proposal. The Contractor must be regularly engaged in the towing business within the geographic boundaries described herein, have prior successful experience in providing similar services during the past five (5) years, have satisfactory financial support, required equipment, and organization sufficient to ensure that they can satisfactorily provide the services if awarded a contract. Contractor shall not have any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees.

3. Communications

Contractor shall provide its own two-way radio or approved alternate communication system. The communications system shall be between Contractor's base station and service trucks that provide towing services for the Town. The communication system shall be regularly checked and remain fully operational during the term of the Agreement.

4. Storage Facilities

4.1 Inside Storage

1. Roof; wall; solid floor, i.e., concrete or asphalt, free of standing water and vegetation; lockable door; alarm system approved by the Police Department. The area shall be accessible to authorized personnel only.
2. Working area of 9'x20' per vehicle with at least 8' ceiling.
3. Have, within thirty (30) days of award, a hydraulic rack capable of lifting vehicles totally off the floor or equivalent facilities to permit Police investigators to stand below the vehicle to make thorough investigations.
4. Electrical lighting source sufficient to permit processing of vehicle.
5. One (1) outside window or ventilation system.
6. May not be located on the physical plant (grounds) of another business without prior approval of the Police Department; i.e., inside storage must be located inside the physical plant of the Contractor's business.
7. Contain a minimum of eight (8) inside storage spaces for the exclusive use of the Police Department.

4.2 Outside Storage

1. To be kept and maintained to include: the removal of junk tires and auto parts, the trimming of all shrubbery, trees and lawns (fence line and grounds), adequate drainage to prevent standing water after rainstorms.
2. Must contain a minimum of fifty (50) spaces and housed so that a person may reasonably walk around each vehicle or trailer in an unobstructed manner.

3. Must be protected with an alarm system, guard dog, or approved equal and must be enclosed with a solid wall or a substantial wire fence not less than six (6) feet in height.
4. Contractor must provide outside storage, at outside storage rates, unless he receives written instructions from the Town or vehicle owner to provide inside storage for that vehicle.
5. The fence shall screen the enclosed area from public view, storage shall be fully illuminated, and barriers shall be affixed to the top of the fence or wall to discourage access over the top. The fence or wall shall be kept in good repair throughout the contract term. Damage to the fence or wall shall be repaired within twenty-four (24) hours.

4.3 Office Facilities

1. Contractor shall provide a desk, chair and telephone for Police use by the Police Chief or designee, or other law enforcement officer for inspection of records and vehicles. The restroom(s) and wash-up facilities shall be kept in a clean, sanitary condition.
2. Physical plant to have name and mailing address clearly painted or a sign on the front of the building.
3. To be separate from any other business or enterprise.
4. The facility must be accessible 24 hours per day, 7 days per week.
5. Contractor shall have an employee on duty at the storage facilities in the office, during regular business hours, for immediate response to calls for service or for release of vehicles. The office is not to close during regular business hours. Phone answering services are not permitted.
6. An employee shall be on call after regular business hours, near Contractor's office, seven (7) days a week. If an employee is needed for a call, a replacement employee must be provided.

4.4 Crime Scene Storage

1. A storage facility for vehicles, which have been marked "hold" by the Pembroke Park Police Department relative to a crime scene investigation, shall be stored at the Contractor's Principal Compound.
2. Any vehicle towed, stored, and marked "hold", relative to a crime scene investigation shall be handled with gloves, i.e. cloth, rubber or leather, by the wrecker operator, unless otherwise authorized by police personnel.
3. Crime scene vehicles shall be stored to prevent physical contamination or degradable evidence from deteriorating by coverage of the vehicles with tarpaulin type covers, or their equivalent or by storage in a covered facility.
4. If laboratory work on a crime scene vehicle must be processed at the Town of Pembroke Park's Police Department or other local facility, the crime scene vehicle shall be transported at no charge to the Town.

Unless a hold has been placed upon the vehicle disposal of vehicles will be in accordance with current Florida State Statutes.

All Contractor storage facilities shall be subject to inspection and must be approved by the Town prior to the award of a contract. Storage facilities shall also be subjected to periodic inspection when deemed necessary by the Police Department or other authorized Town personnel during the life of this contract. Any discrepancies in the sole opinion of the Town, shall be submitted in writing to the Contractor and ten (10) days shall be allowed by the Contractor to correct the discrepancies to the satisfaction of the Town.

4.5 Facilities Location Changes

In the event all storage facilities of the Contractor are filled to capacity, the Contractor shall not be relieved of responsibility to perform and is required to make such arrangements for storage as will fulfill the requirements of the Town. All storage space used, which is not listed in the original proposal, must meet the requirements of the Franchise Agreement. No storage space or area shall be used or changed unless prior written approval is obtained from the Police Department.

5. Equipment

Contractor shall have access to a certified scale to weigh vehicles at the Police Department's request. Contractor shall have a minimum of eight (8) vehicle skates to allow for the movement and positioning of vehicles for investigative purposes.

6. Towing Service

Requests for public towing service and removal of traffic hazards shall be routed through the Police Department or the Code Enforcement Division. The Police Department or the Code Enforcement Division reserves the right to cancel a request for services from Contractor at any time, including up to time of hookup. Except in situations where a vehicle has a police hold, if the registered owner or other legally authorized person in control of the vehicle arrives at the scene prior to the removal or towing of the vehicle, the vehicle shall be disconnected from the towing or removal apparatus, and that person shall be allowed to remove the vehicle without interference upon payment of a reasonable service fee of not more than one half of the posted rate for such towing service for which a receipt shall be issued, unless that person refuses to remove a vehicle which is otherwise illegally or unlawfully parked. The Contractor agrees that the mere response to a service call scene without other action does not constitute a service for which charges are applicable. All vehicles being towed to Contractor's storage compound shall be taken directly to that area. Nothing herein will prevent the owner of a vehicle from selecting his/her own tow service. However, the Officer on the scene may take any action deemed necessary to clear the scene, including, but not limited to, cancellation of a non-franchised wrecker up to time of hook-up upon an unreasonable delay or an emergency condition. The location of the towed vehicles must be retained in the designated compound and removed only with proper authorization from the Town of Pembroke Park Police Department.

Should Contractor furnish a wrecker in a higher class than the one required for a particular class of vehicle, the only charges that would be authorized would be those for the proper class of wrecker for vehicle being towed.

An owner of a vehicle shall be allowed to remove personal unattached property from their vehicle on a "one time" only basis at no additional charge. An additional charge of twenty dollars (\$20.00) may be assessed for each subsequent request to remove personal unattached property. No other charges may be imposed.

6.1 Delays

The Contractor shall respond to requests for service within forty (40) minutes of the receipt of request for service. If longer than forty (40) minutes, a penalty may be imposed. The penalty shall be fifty dollars (\$50.00) unless the Contractor has good cause in the opinion of an authorized Police Department Representative (Contract Administrator). Penalty fees may be imposed following written notification of any delay of service beyond forty (40) minutes.

7. Cleanup and Debris Removal

After arrival at a scene, the tow truck operator shall remove any hazards and/or debris from the street as requested by the Police Officer.

7.1 Removal of Hazardous Waste Spills

After arrival at a scene, the tow truck operator shall remove any hazards and/or debris from the street as requested by the Police Department. The Contractor must ensure all tow truck operators that perform hazardous materials cleanup meet all training and prescribed requirements of all applicable laws, rules and regulations. In addition, it shall be the responsibility of the Contractor to properly dispose of all hazardous materials and debris in accordance with all applicable laws, rules and regulations. An additional fee may be charged for hazardous material removal in accordance with the current rates set forth by Pembroke Park's Towing Fees (Attachment "A").

8. Protection of Vehicles and Property

In addition to the responsibility of providing security for stored vehicles, Contractor shall assume responsibility for any articles of value left in the vehicle and listed on the property receipt form. Contractor shall replace any such article upon verification of the loss by the designated investigative person representing the Police Department. Contractor shall assume total responsibility to ensure at time of tow that impounded vehicles shall remain in the same condition and retain the same equipment. The Contractor shall also assume responsibility for any articles of value left in the vehicle and listed on the Vehicle Inventory Receipt. Any complaints concerning thefts from a stored vehicle will be investigated by the Police Department and appropriate action taken. Provisions under this section do not preclude any aggrieved party from seeking remedy in the appropriate court.

8.1 Weatherproofing of Vehicle

If, in the opinion of a Contractor and with the concurrence of the owner and/or the Police Department, the vehicle requires special weather protection, the Contractor will so note it on the vehicle storage receipt and the Contractor shall be required to completely cover the vehicle with a weatherproof material and shall be allowed to charge a one (1) time fee for this service per Pembroke Park's Towing Fees (Attachment "A"). No additional charges will be allowed.

9. Release of Vehicles

The Contractor shall directly release any vehicle which has not been marked "hold" provided that the proper proof of identification and ownership is presented and payment of appropriate fees is received. Any vehicle tow which is marked "hold" will not be released without written authority from the Police Department. The Contractor shall release any vehicle towed in at the request of the Police Department only to the person whose name appears on the title or registration certificate as the registered owner or lien holder of the vehicle, or to the authorized agent of such person. The vehicles released by the Contractor shall be delivered to the public right of way at no additional charge. This shall include the use of any necessary equipment. Vehicles shall be available for release between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and 10:00 a.m. to 2:00 p.m. Saturdays, excluding holidays.

9.1 All motor vehicles which have not been reclaimed must be disposed of according to applicable State, Town, and County laws.

10. Viewing of Impounded Vehicles

Contractor agrees to allow the registered owner of an impounded vehicle or the registered owner's agent or insurance representative, upon proper identification, to view said vehicle on the premises of Contractor. Contractor shall allow every vehicle owner or authorized representative to inspect the towed vehicle within a reasonable time upon his/her arrival at the storage facility and before payment of any charges. The vehicle's owner or representative shall be permitted to remove from the vehicle any and all personal possessions not affixed to the vehicle, including but not limited to

telephones, tapes, tools, etc., and Contractor shall assist any vehicle's owner/agent in doing so. Vehicle owner/authorized representative shall acknowledge receipt of such property on a form provided by Contractor.

11. Equipment Availability

If Contractor sub-contracts, Contractor is still responsible for meeting all of the requirements of these rules and regulations.

- 11.1** Contractor must have adequate up-to-date equipment and personnel (including trained and qualified) capable of handling all types of vehicles and equipment in the safest possible way and in any situation that may arise to include underwater recovery.
- 11.2** Contractor shall use all appropriate equipment and safety procedures required to provide the services required of this contract. Failure to use proper equipment and safety precautions for each tow or retrieval constitutes a violation of the contract.
- 11.3** Contractor shall be responsible for all damages resulting from use of improper procedures and/or equipment.

12. Signage

Contractor must post a Town approved sign in its facility indicating charges authorized by the Town, in accordance with this Agreement. The sign must be minimum one (1) inch lettering and permanently and conspicuously posted in the area where the charges are paid to the Contractor.

- 12.1** The Contractor acknowledges it is an independent Contractor and not an authorized agent, partner, affiliate, joint venture or representative of the Town. The Town is not responsible or liable for the acts, omissions, debts or default of the Contractor or its employees.
- 12.2** Contractor agrees that its tow sites or issued correspondence will not indicate any official relationship between the Contractor and the Town of Pembroke Park.

13. Forms

The Contractor shall provide standardized, printed, sequentially numbered, Town approved triplicate receipt forms listing the nature of the work performed. The rate schedule shall be printed on each copy of the form.

The Contractor shall provide a separate invoice for each and every towing service provided under this contract. The basic information contained in the invoice shall include, but not be limited to, the following:

- A. Date of Service Call.
- B. Service call number assigned by Town.
- C. Location where tow originated and destination.
- D. Vehicle VIN number.
- E. Vehicle make and model.
- F. Vehicle license number.
- G. Driver's name and I.D. number.
- H. Reason for the tow such as: crash, parking, road blockage, Town vehicle, confiscated, abandoned/derelict, etc.
- I. Breakdown of all towing, recovery, or storage charges.

The following information shall be printed or stamped on the invoice/receipt and provided to owner when vehicle is picked up:

- A. A policy statement concerning rates, policies, and procedures provided by the Town.
- B. A list of all approved rates.
- C. Town telephone numbers for questions or complaints regarding the contract. (The type size and content of this information is subject to Town approval.)

14. Reports and Owner Notification

The Police Officer, Parking Enforcement Specialist or Code Enforcement Officer on scene will be responsible for obtaining the information required on the vehicle towing/storage receipt for all titled vehicles. The Police Officer, Parking Enforcement Specialist or Code Enforcement Officer is required to submit a report describing the circumstances requiring the dispatch of a tow truck. The wrecker driver shall not remove a vehicle from the scene without a copy of a fully executed and legible receipt. If, at the time of removal, the name of the registered owner of the vehicle is not available, it shall be the responsibility of the Police Department to supply this information to the Contractor upon request. If the state of registration is unknown, the Contractor shall make a good faith effort to notify any potential owner or lien holder, and such notice shall be given with a reasonable period of time from the date of storage. Good faith effort means the following has been performed by the Contractor to establish ownership or interest in the towed vehicle:

- 1. Check of vehicle for any type of tag, tag record, temporary tag, or regular tag.
- 2. Check of Law Enforcement Report for tag number, if the vehicle was towed at the request of a Law Enforcement Officer.
- 3. Check of trip sheet or tow ticket indicating if a tag was on vehicle at beginning of tow.
- 4. If there is no address of the owner on the impound report, check of Law Enforcement Report to see if an out-of-state address is indicated from the driver license information.
- 5. Check of vehicle for inspection sticker or other stickers and decals that may indicate a state of possible registration.
- 6. Check of the interior of the vehicle for any papers that may be in the glove box, trunk, or other areas for a state of registration.
- 7. The Contractor shall maintain a separate log of vehicles in which the owner or lien holder cannot be determined. This log shall be maintained at the tow location listing the date, time, method of notification, location towed from and total towing and storage charges.

14.1 The Contractor shall maintain, at his/her place of business, a file that will contain:

- a) Vehicle towing/storage receipt of each vehicle on premises towed under this franchise and proof of ownership notification and invoice of charges for all vehicles released. These receipts will be maintained sequentially according to the Police Case Number or Code Enforcement Case Number.
- b) Log of all calls for service on a monthly basis.
- c) Notification log indicating date, time and method of notification to the registered owner of a towed, stored vehicle.
- d) Copies of all release forms.

- e) Copies of all forms pertaining to the disposal of vehicles not claimed by owner(s).
- f) A log indicating vehicles to be auctioned, date of auction, name and address of owner and/or lien holder, and date contacted.

14.2 The Contract Administrator or designee reserves the right to examine any and all records relative to the franchise agreement, and said files and logs shall be available for inspection and checking during normal working hours, during the entire term of this agreement and for three (3) years thereafter.

14.3 The Contractor shall supply to the Town:

- a) Copy of public notice of sale prior to date of sale, a detailed listing of vehicle serial numbers, tow receipt number, year, make and model number of vehicle, moneys received, purchaser's name and address.
- b) Copy of paid towing/storage receipt on a monthly basis identified by the towing receipt number.

15. Default and Cancellation

The occurrence of any of the following events shall constitute cause for canceling the Agreement, and the Agreement shall in fact automatically terminate upon the following:

1. Failing to respond three (3) times during the course of any year to Town's request for tows.
 - a) (A delayed response in excess of forty (40) minutes may not be considered a failure to respond.)
2. Failing to submit the franchise payment in timely fashion.
3. The Contractor filing an Adjudication of Insolvency, reorganization or bankruptcy.
4. Abandonment of the premises or discontinuance of operation.
5. The making of a general assignment for the benefit of creditors.
6. Exceeding rates authorized by this Agreement.
7. An unsatisfactory annual review (by the Contract Administrator) specifying anyone of the following:
 - a) Deficient performance.
 - b) Criminal Conduct.
 - c) Violations of State, Federal or Municipal Laws or Regulations.
 - d) Sustained complaints of rude or discourteous service.

16. Competency of Contractor

Pre-permit inspection of the existing or proposed facilities will be made after the submission of application. Applications shall be considered only from firms experienced in the towing business, and who can produce evidence that they have an established and satisfactory record of performance and have available the required equipment location, size and site and organization sufficient to ensure that they can properly execute the services required:

1. Applicant must have all necessary county and local licenses and permits as may be required to operate the type of requisite business.
2. The applicant is presumed to be familiar with all laws, ordinances, rules and regulations that may, in any way, affect the work. Ignorance of the foregoing on the part of the applicant will in no way relieve it from responsibility.

3. Contractor shall provide standardized, printed sequentially numbered, Town approved invoice forms listing the nature of the work performed, for the exclusive use of Police tows, Parking tows or Code Enforcement tows. A legible invoice shall be made for each and every vehicle towed.
4. Contractor shall keep on file for three (3) years copies of all paid invoices, together with Vehicle Storage Receipts and any and all impound logs filed by sequentially incident numbered forms. These records shall be subject to inspection by designated Town representatives during normal business hours.
5. Contractor shall comply with all written procedures as issued jointly from time to time by the Parking Enforcement Division, the Police Department and the Code Enforcement Division, which will facilitate the release of towed and/or impounded vehicles to the owner.

17. Vehicle Classifications

For charges as stated herein, fees charged shall be based on gross vehicle weight as set forth by Pembroke Park's Towing Fees (Attachment "A"):

- 17.1 Towing Charge(s)** - Maximum fee to be charged for towing each class of vehicle as set forth by Pembroke Park's Towing Fees (Attachment "A"). This maximum fee shall include services associated with towing, winching, waiting time, overturning or use of a dolly or flatbed for any vehicle subject to tow.

*Cancellation after tow services engaged (vehicle not towed from scene) only half of the towing fee may be collected.

- 17.2 Storage Charge(s)** - Maximum fee to be charged for storage of each class of vehicle for each twenty-four (24) hour period, or portion thereof, after first six (6) hours, which is included in the above maximum towing fee as set forth by Pembroke Park's Towing Fees (Attachment "A").

*Vehicles subject to forfeiture will not accrue storage or towing charges for the first thirty (30) days of storage.

- 17.3 Service-call fees other than towing** - A tow or hook-up fees and service-all fees are separate items. A service-call fee can be charged in addition to the tow service rendered, i.e. repair flat or start vehicle. Any service call fee must be approved by vehicle owner prior to service provided. Service call fees are set forth by Pembroke Park's Towing Fees (Attachment "A").

17.4 Administration (After 24 Hours)

Administrative charges referred to and include verification of a vehicle identification number, search of vehicle for ownership information, preparation of documents required by *Florida Statutes*, preparation and mailing of any applicable notification letters, preparation of vehicle for auction. Contractor must actually perform research to determine ownership of and notification to vehicle owner. Written documentation of the effort to ascertain ownership of the vehicle must be in the form of a TAVIS report and must be made available upon request. Administrative charges shall not be imposed on vehicles with a police hold until or unless the hold is removed and such administrative services become applicable.

18. Annual Performance Review, Inspections and Audits

The Town may conduct an annual performance review of the Contractor. Criteria to be evaluated will consist of, but not be limited to, response times, complaints received, care and custody of

vehicles and owners' possessions, condition of facilities and equipment, extent and clarity of records, and conduct of management and personnel. Such a review will be conducted ninety (90) days prior to the contract anniversary date and Contractor will be provided a written copy of the review. Within thirty (30) days of the sending of the review, Contractor shall respond to the review in writing, and the parties shall meet to discuss the review and other pertinent subjects. A final report that will consist of the review, Contractor's written response, and a summary of the annual review meeting will be prepared by Town staff with a copy sent to the Town Manager and Contractor.

The Contractor agrees that all records, equipment, personnel, office and storage facilities shall be subject to periodic checks and quarterly audits by representatives of the Town without prior notice.

19. General Terms

19.1 The fee provisions of this Agreement shall apply to all tows requested by or through the Town, when vehicles are towed to the Contractor's yard. The owner of a consent-towed vehicle that is taken to a location other than the Contractor's yard, at the request of the vehicle owner, driver, or other authorized person, may be charged for mileage in lieu of time for services. This provision does not affect the initial hookup and/or first fifteen (15) minute fee, as outlined in the Town's fee schedule.

19.2 Nothing herein will prevent the owner of a vehicle from selecting its own tow service.

19.3 Contractor shall abide by all applicable State, County and Municipal laws and regulations regarding impoundment and storage of vehicles.

20. Crime Victims Exemption

If the towed vehicle is determined by the Police Department's Police Legal Unit to be a crime scene and is being held for processing, no towing or storage charges shall be charged to the **crime victims** vehicle's owner.

21. Abandoned and Derelict Vehicles

The Contractor may dispose of equipment to compensate for towing and storage charges after all responsibilities called for in accordance with *Florida Statutes* 713. The Contractor agrees to maintain a log at the place of business listing date, time, and method of notification.

22. Florida Statute Towing/Storage Guidelines

Contractor will be required to follow the guidelines set forth in Florida State Statute 713.78 as it may be amended from time to time regarding liens for towing and storage.

23. Equipment Requirements

If awarded a contract, the Contractor is to provide the minimum number of wreckers in each classification listed below in accordance with the Rules of the Department of Highway Safety and Motor Vehicles Division of Florida Highway Patrol Wrecker Qualifications and Allocation System. Additional wreckers of a higher class may be substituted to meet the requirements for a lower class vehicle. If additional wreckers in any or all classes are required to handle the volume of tows requested under this contract, the Contractor is to provide them at no cost to the Town. Contractor agrees to maintain a sufficient fleet of tow trucks and necessary equipment to perform the total contract service requirements, plus all other business including law enforcement and commercial. The Town will be given preference on any call for service.

All equipment shall be modern, commercially manufactured, and in good mechanical condition. No towing service equipment shall be used by the Contractor as an emergency vehicle. All towing

vehicles must be equipped with a two-way radio capable of covering all assigned territory and to the Contractor's Compound.

Contractor shall have full control and total availability of all equipment listed below in his/her contract inventory.

A. Class "A" Towing/Recovery Vehicle Specifications

Quantity: Six (6), including flatbed car carriers

1. A truck chassis with a manufacturers rated capacity of at least 10,000 pounds gross vehicle weight. A complete commercially manufactured crane and winch having a manufacturers rating of at least 4+ tons must be mounted on the chassis. Hand crank winches do not satisfy these requirements and will not be approved.
2. A minimum of one hundred feet of 3/8-inch cable.
3. Cradle or tow plate or tow sling to pick up vehicles. The cradle or tow plate is to be equipped with safety chains and so constructed that no further damage will occur when picking up vehicles.
4. Dual rear tires.
5. Vehicles, which are equipped with wheel lifts or equivalent, may also qualify as Class "A" tow trucks so long as all other applicable requirements are met.
6. In addition, Contractors should have sufficient roll-back or slide back car carriers with specifications and equipment as follows:
 - A minimum of a one-ton truck with a sixteen foot bed, dual wheels and one winch with an 8,000 pound capacity.
 - A minimum of 50 feet of 3/8-inch cable.
 - A brake lock device.
 - A minimum of two safety tie down chains twenty feet in length.
 - Tow spot (flood) lights mounted on the rear.

B. Class "B" Towing/Recovery Vehicle Specifications

Quantity: Two (2)

1. A truck chassis with a minimum manufacturer's capacity of 15,000 pounds GVW. A total boom capacity of not less than 6 tons. A power winch with a pulling capacity of not less than 10 tons.
2. Minimum of 200 feet of at least 7/16 inch cable.
3. Cradle tow or tow sling to pick up vehicles. Cradle or tow plate to be equipped with safety chains.
4. Double booms so constructed as to permit splittings or single boom, hydraulic elevated and extendible with 360 degrees swivel at end of boom.
5. Dual rear tires.
6. Two snatch blocks – eight (8) ton rating.
7. Floor lights on the hoist.

C. Class "C" Towing/Recovery Vehicle Specifications

Quantity: Two (2)

1. A truck chassis with a manufacturers rated capacity of at least 30,000 pounds gross vehicle weight for single axle trucks and 50,000 pounds gross vehicle weight for tandem axle trucks. A complete twin winch, commercially manufactured crane and a winch having a manufacturers rating of at least 25+ ton capacity mounted on the chassis.

2. A minimum of two hundred (200) feet of at least 5/8-inch cable on each drum.
3. Air brakes so constructed as to lock the rear wheels automatically upon failure. Air brake system to supply air to disabled vehicles.
4. A cradle or tow plate or tow sling to pick up vehicle. The cradle or tow plate or tow sling is to be equipped with safety chain and so constructed that no further damage will occur when picking up vehicles.
5. Dual rear wheels.

D. Class "D" Tow Truck – Including flatbed sidecar carrier

1. Minimum gross weight is 58,000 lbs.
2. Air brakes, all tires H rated, capacity must equal axle rating. Device required to control disabled vehicle's brakes. Tandem axles required.
3. Boom capacity 70,000 lbs.
4. Winching capacity 70,000 lbs., except 15,000 lbs. for flatbed sideback carrier.
5. Cable size and length, 3/4" x 200'. Cable to axle dimension, 180".
6. Wheel lift extended rating, 45,000 lbs. & 15,000 lbs.
7. Tow sling safe lift rating, 12,000 lbs., and safety chains (2 ea.) 1/2" alloy.

D.E. Special Equipment: Equipment such as a Lowboy, air cushions, or major street clean up equipment does not have to be part of the Contractor's inventory. However, Contractor must demonstrate, to the satisfaction of the Town, that such equipment is immediately available to him when the need for this infrequently used equipment occurs.

Lowboy specifications:

6. Hydraulic roll back, flatbed, tilt, self-loading with 50,000 minimum capacity. 60,000 pounds GVW
7. Hydraulic winch capacity of 10,000 pounds minimum
8. Size: 48 feet long and 102" wide.
9. Contractor must have access to a certified scale capable of weighing vehicles involved in serious or fatal accidents at the request of the investigator.

Note: The COMPANY will be required to have a minimum of two (2) vehicles available at all times to respond within twenty-five (25) minutes to an emergency scene, on a twenty-four (24) hour basis, seven (7) days a week, to assist the Pembroke Park Police or Fire Departments with extrication.

E.F. Miscellaneous Requirements

1. Wreckers shall be properly equipped with clearance and marker lights and all other equipment as required by the *Florida Statutes*.
2. There shall be a rotor beam or strobe type light, amber in color, mounted on the wrecker in such a manner that it can be seen from the front, rear and both sides.
3. Dollies for all vehicles except for Class "C" and roll back carriers.
4. At least one heavy duty push broom with a minimum width of 24 inches on each vehicle.
5. Flood light on the hoist.
6. Minimum of one square shovel per each vehicle.
7. One crowbar or pry bar with a minimum length of thirty (30) inches per vehicle.
8. A minimum of one 5 pound CO2, or dry chemical fire extinguisher or equivalent. The extinguisher must be of an approved type and have attached a current

inspection tag. The extinguisher must be mounted so as to be readily accessible on every vehicle.

9. One pair of bolt cutters with a minimum ½ inch opening per vehicle.
10. One set of jumper cables per vehicle.
11. One four-way lug wrench per vehicle.
12. One flashlight per vehicle.
13. Five thirty (30) minute fuses per vehicle.
14. One snatch block for each winch, manufacturers rating to match winch, except for roll back carrier.
15. External air hookup and hoses for Class "C" trucks.
16. Extra towing chain six to eight feet in length with hooks per vehicle.
17. At least six safety cones or triangle reflectors per vehicle.
18. Fifty pounds of sand or suitable equivalent per vehicle.
19. Motorcycle trailer.

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ATTACHMENT A

**PEMBROKE PARK'S TOWING FEES
TOWING FEES FOR NON CONSENT TOWS (I.P. TOWING)**

CATEGORIES AND MAXIMUM FEES FOR RECOVERY, TOWING, REMOVINGS, STORING OR IMMOBILIZATION OF VEHICLES ON PRIVATE PROPERTY

Regulation Established

The fees established below are the maximum dollar amounts that business enterprises are authorized to charge as fees to vehicle owners for recovering, towing, removing, or storing vehicles, which are taken into possession of business enterprises, or for the immobilization of vehicles. The definitions in the Towing and Immobilization Company Regulating Ordinance shall be applicable to this regulation.

I. Categories and Fees

- a. Maximum fees for recovering (vehicle not towed), towing, removing, or storing vehicles with a gross vehicle weight rating of less than 10,000 lbs. removed from private property (applicable to Class A tows, without regard to the classification of the towing vehicle; for Class B and C tows from private property, see fees listed in subsection b.):

1. Towing	\$123.87
2. Recovery (vehicle not towed) recovered from lakes, canals and other situations not normal for standard tows	\$50.00
3. Storing (after six (6) hours)	\$24.78 Per twenty-four (24) hours
4. Administration (after 24 hours)	\$30.97 Plus all actual costs incurred in obtaining ownership information and providing notice*

- b. Maximum fees for towing, removing, or storing vehicles with a gross vehicle weight rating of **less than 10,000 lbs.** without regard to the classification of the towing vehicle, removed from other than private property, including tows directly by law enforcement or other municipal agencies.

1. Class A: Towed vehicle gross vehicle rating less than 10,000 lbs.

(a) Towing:	
(1) First 15 minutes	\$134.19
(2) Each additional thirty (30) minutes, or fraction thereof	\$ 56.77
(b) Storage (outdoor), per day	\$ 24.78
(c) Storage (indoor), per day	\$ 30.97
(d) Administration (after 24 hours)	\$ 30.97 Plus all actual costs incurred in obtaining ownership information and providing notice*

2. Class B: Vehicle in tow has a gross vehicle weight rating of 10,000 lbs. but less than 15,000 lbs.

(a) Towing	\$180.64
(b) Storage, per day	\$ 44.39 Per twenty-four (24) hours
(c) Flatbed	\$201.29
(d) Administration (after 24 hours)	\$ 30.40 Plus all actual costs incurred in obtaining ownership information and providing notice*
(e) Labor (per hour-per person)	\$180.64

3. Class C: Vehicle in tow has a gross vehicle weight rating of 15,000 lbs. but less than 30,000 lbs.

(a) Towing	\$309.67
(b) Storage, per day	\$ 51.61
(c) Flatbed	\$332.38
(d) Administration (after 24 hours)	\$ 30.97 Plus all actual costs incurred in obtaining ownership information and providing notice*
(e) Labor (per hour-per person)	\$309.67

4. Class D: Vehicle in tow has a gross vehicle weight rating greater than 30,000 lbs.

(a) Towing (first 30 minutes)	\$412.90
(b) Storage, per day	\$ 51.61
(c) Flatbed-Lowboy	\$332.38
(d) Administration (after 24 hours)	\$ 30.97 Plus all actual costs incurred in obtaining ownership information and providing notice*
(e) Labor (per ¼ hour, per person or truck)	\$103.22

*Applicable only when company providing service must actually perform research to determine ownership of and notification to vehicle owner, lien holders or insurance companies. Written documentation of the effort to ascertain ownership of the vehicle must be in the form of a TAVIS report or similar documentation and be made available for inspection by the Town upon request. Costs shall mean actual fees charged by the State of Florida for obtaining ownership information and shall include the cost of actual postage fees, advertising fees (if more than a single vehicle is advertised in the same advertisement the cost of the advertisement shall be prorated per vehicle), and title search for out-of-state vehicles. Proof of all costs incurred by company must be made available for inspection by the Town upon request.

5. Miscellaneous charges applicable to Class A, B, C, and D above:

(a) Road Service (vehicle not towed)	
(1) Class A	\$41.29
(2) Class B	\$57.80
(3) Class C	\$74.84
(4) Class D	\$74.84
(b) Divers (submerged vehicle, per hour-per person)	\$100.00 plus cost per hour** (portal-to-portal)

**Only when performed by a certified/professional diver with the written documentation of costs incurred and only after the use of the diver has the prior approval by the investigating law enforcement agency/officer.

c. Winch Recovery (Vehicle not towed and all times are for time actually on the scene).**(1) Class "A" Vehicle:**

A. First 30 minutes	\$103.22	
B. Each additional 30 minutes	\$51.61	

(2) Class "B" Vehicle:

A. First 30 minutes per truck	\$180.64
B. Each additional 30 minutes	\$90.32

(3) Class "C" Vehicle:

A. First 30 minutes per truck	\$309.67
B. Each additional 30 minutes	\$154.84

(4) Class "D" Vehicle:

A. First 30 minutes per truck	\$412.90
B. Each additional 30 minutes	\$206.45

d. Immobilization (Booting) \$67.10 per vehicle**II. Recovery**

Pursuant to Section 715.07(2) (a), 3. Florida Statutes, the vehicle shall be disconnected from the towing apparatus upon the payment of not more than one-half of the rate for towing service. For all classifications of vehicle recovery, where the vehicle is released at the scene, the maximum fee for the category of recovery shall be one-half of the applicable towing rates established by the vehicle's maximum gross vehicle weight rate under Item # 1, Categories and Fees. The category of recovery is hereby established and defined as follows: to take possession of a vehicle and its contents and to exercise control and supervision over the vehicle. This category is established to provide for those occasions where the vehicle owner arrives at the towing scene before towing and removal, or in the case of a non-consensual tow, where the recovery is directed by law or municipal enforcement.

III. Storage

Pursuant to Section 713.78 (2), Florida Statutes, no storage fee shall be charged if the vehicle removed is stored for less than six (6) hours. Vehicle storage begins at the time the vehicle arrives at the storage facility and charges are based on each day which shall mean each consecutive twenty-four hour period from the time of arrival. The category of Storage for Vehicles Removed at the request of an authorized agent, property owner or law enforcement officer, derived from the Ordinance definition of "store", is hereby established and defined as follows: To place and to leave a vehicle towed at the direction of an agent authorized to make the direction to a site where the towing company, or a person on the initiation of the towing company, exercises control and supervision over the vehicle.

IV. Exclusive Fees

The amount of fees and the fee categories established by this Part shall be exclusive fees. In other words, there shall be no other fees or categories of service that business enterprises, may demand and collect from vehicle owners.

V. Towing Rates

The rates herein are based upon rates charge by Broward County. Shall Broward County rates be amended, the Town of Pembroke Park reserves the right to also amend rates herein.

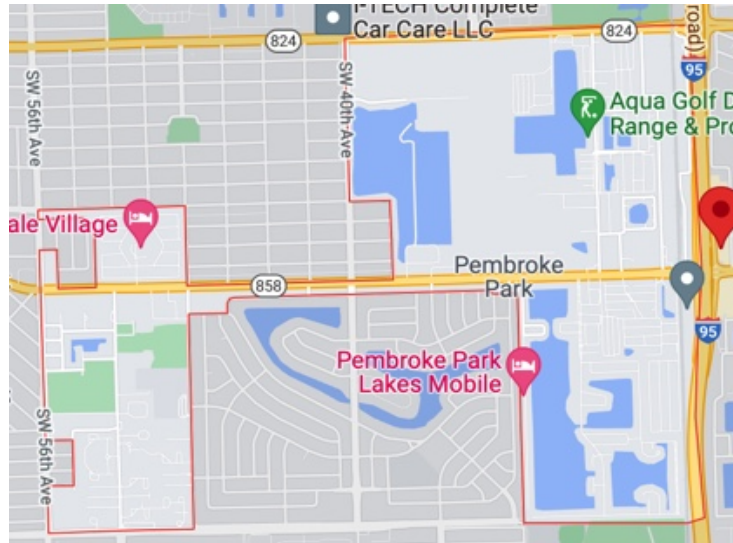
ATTACHMENT B

Average Number of Calls for Wrecker Service from the Police Department for the Past Ten (10) Years:

1. Police Directed Tows: Ten-thousand one-hundred and thirty (10,130)
2. Town Directed Tows: Two-thousand two-hundred and fifty (2,250)

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TOWN OF PEMBROKE PARK GRAPHIC BOUNDARIES MAP



SECTION IV - REQUIRED DOCUMENTS**Proposal Requirements Checklist**

Proposer has completed the required documents listed in the checklist below. The required documents shall be executed, notarized (if applicable), and submitted as a condition to this Request for Proposals.

Required Documents	Yes	No
Proposer Information		
Proposal Confirmation		
Indemnification Clause		
Non-Collusive Affidavit	☐	☐
Proposer's Qualification Statement	☐	☐
Drug-Free Workplace Form	☐	☐
Sworn Statement on Public Entity Crimes	☐	☐
Exceptions to the RFP	☐	☐
Scrutinized Companies Certificate	☐	☐
Foreign (Non-Florida) Corporation Form (if applicable)	☐	☐
Certified Resolution Form	☐	☐
Operational Plan – Scope of Services Proposed	☐	☐
	☐	☐
Proposal:	☐	☐
(1) Qualifications and Experience		
(2) Resources and Availability		
(3) References	☐	☐
Certificate of Insurance		
Business Tax Receipt	☐	☐
Copies of Valid Licenses	☐	☐
	☐	☐

PROPOSER INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name: _____

Social Security/Federal Tax I.D. No.: _____

Proposer's Name (Print): _____ Title: _____

Address: _____

Town/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, Whichever Applies

Part I:

Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____

Part II:

☐ No Addendum was received in connection with this RFP.

It is understood and agreed by Proposer that the Town reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the Town, and to waive any irregularities in the proposal or in the proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

Proposer's Authorized Signature

Date

Proposer's Printed Name

PROPOSAL CONFIRMATION

In accordance with the requirements to provide a **Franchise Agreement for Town-Wide Wrecker Towing Service** pursuant to RFP No. XX-XX-XX, the undersigned submits the attached proposal.

Proposer accepts and hereby incorporates by reference in this proposal all of the terms and conditions of the scope of work, including EPA Standards, Motor Vehicle Safety Standards and required warranty and guarantee certificates.

Proposer is fully aware of the scope of work based on these requirements, the legal requirements (federal, state, county and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as Proposer deems necessary.

This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person; firm or a corporation to refrain from proposing and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over Town.

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided. I hereby submit this Proposal Package for Franchise Agreement for Town-Wide Wrecker Towing Service, RFP No. 07-11-18-09 to the Town of Pembroke Park with the full understanding of the Request for Proposal, General Terms and Conditions, Special Terms and Conditions, Detailed Requirements, and the entire Proposal Package.

Proposer's Name

Signature

Date

State of: _____

County of: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021,
by _____, who is (who are) personally known to me or who
has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: _____

TOWN OF PEMBROKE PARK
FRANCHISE AGREEMENT FOR TOWN-WIDE WRECKER TOWING

SCHEDULE OF PROPOSAL PRICES

PROPOSER SHALL SUBMIT VIA EMAIL THROUGH THE
DHOWARD@PDTPPFL.GOV

PROPOSED PRICING

Proposer agrees to supply the products or services at the prices bid in accordance with the terms, conditions, and specifications contained in this RFP.

FRANCHISE FEE PROPOSED TO INCLUDE all areas within Town limits (minimum \$20,000):

\$ _____

INDEMNIFICATION CLAUSE

(Page 1 of 1)

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the Town Commission, the Town of Pembroke Park, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Town, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the Town pursuant to Chapter 768, Florida Statutes, as amended from time to time, nor shall it constitute an agreement by the Town to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action.

Contractor's Name_____
Signature_____
Date

State of: _____

County of: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature_____
Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: _____

NON-COLLUSIVE AFFIDAVIT

State of _____)
County of _____)ss.

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____
(Owner, Partner, Officer, Representative or Agent)
of _____ the Proposer that has submitted the attached
proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all
pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, have in any way colluded, conspired,
connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a
collusive or sham proposal in connection with the work for which the attached proposal has been
submitted; or to refrain from bidding in connection with such work; or have in any manner, directly
or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer,
firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix an
overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer,
or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage
against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any
collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other
of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____, by _____, who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal

NOTARY PUBLIC

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

PROPOSER'S QUALIFICATION STATEMENT

In order to properly evaluate the proposal submittals, Proposers are expected to complete the questionnaire and include the following documentation. By attesting to this submittal, Proposer guarantees the truth and accuracy of all statements and answers herein contained.

SUBMITTED TO: Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Check One

Submitted By: _____
Name: _____
Address: _____
Town, State, Zip: _____
Telephone No. _____
Fax No. _____

- ☐ Corporation
☐ Partnership
☐ Individual
☐ Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: _____

The address of the principal place of business is: _____

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: _____
b. State of Incorporation: _____
c. President's Name: _____
d. Vice President's Name: _____
e. Secretary's Name: _____
f. Treasurer's Name: _____
g. Name and Address of Resident Agent: _____

3. If Proposer is an individual or a partnership, answer the following:

- a. Date of Organization: _____
b. Name, Address and Ownership Units of all Partners: _____

- c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. (To be uploaded with your proposal)

6. How many years has your organization been in business under its present business name? _____

a. Under what other former name has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this proposal. Please attach certificate of competency and/or state registration.

8. Litigation/Judgments/Settlements/Debarments/Suspensions:
Submit information on any pending litigation and any judgments and settlements of court cases relative to providing the Franchise Agreement for Town-Wide Wrecker Towing Service that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government during the last five (5) years.

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

11. State the name of the individual(s) and titles who will personally supervise the work:

12. State the name and address of the attorney, if any, for the business of the Proposer:

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

14. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

15. State the name of Surety Company which will be providing the bond, and the name and address of agent:

16. List the following information concerning all Proposer's contracts in progress as of the date of submission and completed projects over the last five (5) years. (In case of any co-venture, list the information for all co-ventures.)

<u>Name of Project</u>	<u>Owner</u>	<u>Total Contract Value</u>	<u>Contracted Date of Completion</u>	<u>% of Completion to Date</u>
------------------------	--------------	-----------------------------	--------------------------------------	--------------------------------

17. List below and identify the address, telephone number, and capacity (inside and outside storage) of the Principal and Subsidiary proposed for the contract

(use additional sheets if necessary)

18. List below the equipment, including type, year, and condition, that you propose for the contract.

(use additional sheets if necessary)

19. Do you have any interest in an automotive or truck repair, paint and body, salvage, junkyard, or Re-cycling business? (Y)____(N) _____

If yes, explain details including name, address and relationship to Proposer below:

20. Lawsuits (any pending or completed involving the corporation, partnership or individuals with more than ten percent (10 %) interest.

5. List all pending lawsuits which are concerned indirectly with the staff or part of your Organization proposed for the contract:

- b. List all pending lawsuits which are concerned directly with the staff or part of your Organization proposed for the contract:

21. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items:

- a) Current Assets (e.g. cash, joint venture accounts, accounts receivable, notes, receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses)
- b) Net Fixed Assets
- c) Other Assets

- d) Current Liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes)
- e) Other Liabilities (e.g. capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings)

22. State the name of the firm preparing the financial statement and date thereof:

23. Is this financial statement for the identical organization named on page one? Yes ☐ No ☐

24. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsiary).

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by Town in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the Town to reject the proposal, and if after the award, to cancel and terminate the award and /or contract.

Proposer's Signature

Date

**ACKNOWLEDGEMENT
PROPOSER'S QUALIFICATION STATEMENT**

State of _____

County of _____

On this the _____ day of _____, 20____, before me, the undersigned Notary Public
of the State of Florida, Personally appeared

(Name(s) of individual(s) who appeared before notary) And

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they
executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

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

- ☐ Personally known to me, or
☐ Produced identification

(Type of Identification Produced)

- ☐ DID take an oath, or
☐ DID NOT take an oath

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with *Florida Statutes*, Chapter 287, Section 287.087 hereby certifies that _____ does:
(Name of Business)

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

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

Proposer's Signature

Company Name

Date

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with RFP No. XX-XX-XX for Franchise Agreement for Town-Wide Wrecker Towing Service.
2. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ and my
(Please print name of individual signing)
relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, includes but is not limited to:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal

power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, who are active, or who have been active, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity within the last five (5) years of this sworn statement.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Please check all statements that are applicable.**
- ☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
 - ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
 - ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
9. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **Please check if statement is applicable.**
- ☐ The person or affiliate has not been placed on the convicted vendor list.
(If the box is not checked, please describe any action taken by or pending with the Department of General Services.)
10. The herein sworn statement shall be subject to and incorporate all the terms and conditions contained in Section 287.133 of the Florida Statutes.
11. Conviction of a public entity crime shall be cause for disqualification.

Proposer's Name

Signature

Date: _____

State of: _____

County of : _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, who is (who are) personally known to me or who has
produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: _____

EXCEPTIONS TO THE RFP

NOTE: Proposals that are exceptions to that which are specified and outlined below. (Additional sheets may be attached.) However, all alterations or omissions of required information or any change in proposal requirements is done at the risk of the Proposer presenting the proposal and may result in the rejection thereof.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**SCRUTINIZED COMPANIES
CERTIFICATION PURSUANT TO
FLORIDA STATUTE § 215.4725 AND § 215.473**

I, _____, on behalf of _____,
Print Name Company Name

certifies that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Signature

Title

Phone

Date

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____
(Corporate Title), a corporation organized and existing under the laws of the State of _____,
do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of
Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____ (Name)", the duly
elected _____ (Title of Officer) of
_____ (Corporate Title) be
and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the Town of
Pembroke Park and **such other instruments in writing as my be necessary on behalf of the said corporation;**
and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said
corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to
act by the foregoing resolution.

The Town of Pembroke Park shall be fully protected in relying upon such certification of the secretary and shall be
indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or
growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles, and official signatures of those persons authorized to act by the
foregoing resolution.

NAME	TITLE	SIGNATURE

Given under my hand and the Seal of the said corporation this ____ day of _____, 20 ____.

(SEAL)

By: _____
Secretary

Corporate Title

NOTE:
The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly,
but the Certified Resolution submitted must clearly show to the satisfaction of the Town of Pembroke Park that the
person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so
in its behalf.

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, *Florida Statutes*, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):

- ____(a) Maintaining, defending, or settling any proceeding.
- ____(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
- ____(c) Maintaining bank accounts.
- ____(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
- ____(e) Selling through independent Contractors.
- ____(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
- ____(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
- ____(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
- ____(i) Transacting business in interstate commerce.
- ____(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
- ____(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
- ____(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
- ____(m) Owning, without more, real or personal property.

(3) The list of activities in subsection (2) is not exhaustive.

(4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
- (II) _____ Sole Proprietorship or Self Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

PROPOSER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

AGENDA ITEM REPORT



To: Town Commission
Subject: As-Needed Planning Services -- Michael Miller Planning Associates, Inc.
Meeting: 10 13 2021 DRAFT REGULAR COMMISSION MEETING - Oct 13 2021
Department: Planning and Zoning
Staff Contact: Heidi Siegel, Town Planner

BACKGROUND INFORMATION:

Michael Miller Planning Associates, Inc. (MMPA) has provided planning services for the Town for approximately twenty-years. In January 2021 the Town created a full-time staff position of Town Planner. From time-to-time there are former projects that require the services for MMPA for continuity and customer service efficiency. Additionally, MMPA is still engaged on zoning litigation.

The Town Planner is requesting that the Town Commission enter into this Agreement for Professional Services. All services will be based on an hourly rate that are outlined in Exhibit A of the attached agreement. The agreement authorizes the Town Manager to approve work up to \$2,500. The agreement does not include a monthly retainer. Work is expected to be minimal and intermittent.

FINANCIAL IMPACT:

Work is expected to be minimal and intermittent. Consultant services were budgeted for in the Planning and Zoning Department Budget for FY 2021/2022.

RECOMMENDATION:

Approve the Agreement for Professional Services with Michael Miller Planning Associates, Inc.

ATTACHMENTS:

[PP MMPA Rev Agreement FY 2021-22](#)

AGREEMENT FOR PROFESSIONAL SERVICES

**TOWN OF PEMBROKE PARK, FLORIDA
AND
MICHAEL MILLER PLANNING ASSOCIATES, INC.**

UPDATE TO ORIGINAL NOVEMBER 8th, 2000 AGREEMENT

THIS AGREEMENT made and entered into this ____ day of October, 2021, by and between the Town of Pembroke Park, a Florida municipal corporation, 3150 SW 52nd Avenue, Pembroke Park, Florida, hereinafter called the "TOWN" and Michael Miller Planning Associates, Inc., a Florida Corporation, 7522 Wiles Road, Suite B-203, Coral Springs, Florida 33067, hereinafter called the "CONSULTANT".

WHEREAS, the TOWN desires to engage a planning consulting firm to provide assistance in miscellaneous planning services as may be defined and deemed necessary by the Town of Pembroke Park.

WHEREAS, the TOWN wishes to obtain the professional services of a consultant to provide general planning consulting services as may be authorized from time-to-time; and

WHEREAS, Michael J. Miller, AICP has been the Consultant Town Planner for the Town while employed at various consulting firms since June 1996 and has unique, detailed knowledge of TOWN's Comprehensive Plan, Land Development Regulations and physical land development activities; and

WHEREAS, CONSULTANT wishes to perform such services for the TOWN.

NOW THEREFORE, for and in consideration of the premises, the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. INCORPORATION OF WHEREAS CLAUSES

The foregoing WHEREAS clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Agreement upon execution hereof.

SECTION 2. DEFINITIONS AND IDENTIFICATIONS

- 2a. TOWN: Town of Pembroke Park, a incorporated municipality in the State of Florida.
- 2b. CONSULTANT: Michael Miller Planning Associates, Inc., a professional organization incorporated under the Laws of the State of Florida.
- 2c. COMMISSION: Town of Pembroke Park Town Commission, which is the governing body of the TOWN.
- 2d. TOWN MANAGER: Whenever the TOWN MANAGER or MANAGER is used herein it is intended to mean the TOWN MANAGER of the Town of Pembroke Park or his/her designee. It is noted that the TOWN MANAGER is the administrative head of all

departments and divisions of the Town of Pembroke Park. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the TOWN MANAGER or his/her designee.

SECTION 3. AUTHORIZATION OF WORK

- 3a. All work to be performed by the CONSULTANT under this Agreement shall be authorized in writing by the TOWN as required by the TOWN in accordance with Section 8b below. The TOWN can give verbal authorization up to a \$2,500 limit for special or urgent work assignments. As of 2021 there are Work Authorizations issued by the TOWN to CONSULTANT for as-needed planning and zoning services, as well as a litigation matter. For recurring tasks approved under a Work Authorization no individual written authorization is necessary.
- 3b. Authorizations shall contain a description of the work to be undertaken, a budget amount of the fee to be paid and a schedule. Budget amounts shall not be exceeded unless prior written approval and an increase in funds available are provided by the TOWN. In the event the TOWN does not approve a revised budget and additional funding, and the need for such action is not shown to be the fault of the CONSULTANT, then the authorization shall be terminated and the CONSULTANT shall be paid in full for all work performed to that point.
- 3c. The form and format of the budget described in Section 3b above shall be in sufficient detail so as to identify the various elements of cost and shall be subject to the approval of the TOWN.
- 3d. Authorization may contain additional provisions specific to the authorized work for the purpose of further clarifying or defining certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instruction or provision shall not be construed as a modification to this Agreement.
- 3e. Authorization shall be dated and serially numbered.
- 3f. Subconsultants – The CONSULTANT shall obtain prior written approval of the TOWN for any subconsultants selected by the CONSULTANT to perform any of the services pursuant to this Agreement.

SECTION 4. CONSULTING SERVICES

- 4a. The CONSULTANT agrees to provide continuing consulting, review and advisory services as requested by the TOWN. It is understood that this contract is non-exclusive and that the TOWN may retain other consultants at its sole discretion. Furthermore, no minimum amount of professional services or compensation will be assured to the CONSULTANT.
- 4b. The CONSULTANT shall submit a proposal upon the MANAGER's request prior executing a Work Authorization (aka Notice to Proceed). No payment shall be made for the CONSULTANT's time or services in connection with the preparation of any such proposal.

The MANAGER or his/her authorized representative shall confer with the CONSULTANT before any Work Authorization is issued to discuss and agree upon the scope, time for completion and fee for services to be rendered pursuant to this Agreement.

Upon receipt of authorization to proceed from the MANAGER or his/her designee, the CONSULTANT agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable Work Authorization. Said services are to include, but are not limited to, the items described in Section 7.

In connection with professional services to be rendered pursuant to this Agreement, CONSULTANT further agrees to:

- i) Maintain an adequate staff of qualified personnel on the work at all times to ensure its completion with the term specified in the applicable Notice to Proceed. Comply with all Federal, State and Local laws or ordinances applicable to the work.
 - ii) Cooperate fully with the TOWN in the scheduling and coordination of all phases of the work.
 - iii) Report the status of the work to the MANAGER or their designee upon request and hold pertinent data, calculations, field notes, records, sketches and other products open to the inspection of the MANAGER or the MANAGER's authorized agent during the period of time the work is being performed.
 - iv) Submit for TOWN review, draft documents, design computations, sketches and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Work Authorization. Submit for TOWN approval the final work products upon incorporation of any modification requested by the TOWN during any previous review.
 - v) Confer with the TOWN at any time during the further development and implementation of improvements for which the CONSULTANT has proved design or other services as to interpretation of plans or other documents, corrections of errors and omissions and preparation of any necessary plan thereof.
 - vi) Prior to final approval of the work by the MANAGER or his/her designee, complete a preliminary check of any documents through any County, Municipal, State or Federal Agency from which the review, certification, permit or other approval is required.
- 4c. The services to be rendered by the CONSULTANT for each section of the work shall commence upon receipt of a written Work Authorization from the MANAGER subsequent to the execution of this Agreement, and shall be completed within the time stated in the Work Authorization. A reasonable extension of the time shall be granted in the event there is a delay on the part of the TOWN in fulfilling its part of the Agreement or should a Force Majeure render the performance of the CONSULTANT's duties impossible. Such extensions of time shall not be cause for any claim by the CONSULTANT for extra compensation.
- 4d. Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood, or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government or people, civil disturbance, or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have able to avoid. Such acts or events DO

NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subconsultants / subcontractors, third party consultants / contractors, materialmen, suppliers or their subconsultants, unless such acts or omissions are otherwise encompassed by the definition set forth above.

No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the part of parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of such unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

It is further agreed and stipulated that the right of any arty hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement.

SECTION 5. SCHEDULE OF WORK

The TOWN shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed and in what order. Written Work Authorization issued by the MANAGER or his/her designee shall cover in detail the scope, time for completion and compensation for the planning services requested in connection with each unit or section of work.

SECTION 6. RIGHT OF DECISIONS

All services shall be performed by the CONSULTANT to the satisfaction of the MANAGER or his/her designee who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. The MANAGER's or his/her designee's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the CONSULTANT does not concur with the decision of the MANAGER or his/her designee, the CONSULTANT shall present any such objections in writing to the MANAGER. The MANAGER and the CONSULTANT shall abide by the decision of the MANAGER. Notwithstanding the previous provision, CONSULTANT reserves the right to appeal to the COMMISSION for a final decision. This paragraph does not constitute a waiver of any party's right to proceed in a court of competent jurisdiction.

SECTION 7. SCOPE OF SERVICES

This Agreement anticipates a variety of projects being requested by the TOWN to be provided by the CONSULTANT as determined to be necessary by the TOWN.

7a. The range of services available from the CONSULTANT includes but are not limited to services related to the following:

- Conduct special studies including, but not limited to, corridor land use studies, small area planning, neighborhood plans and annexation studies.

- Perform development review for plats, subdivisions, planned developments, site plans, conditional uses, re-zoning, etc.
- Participate as a member of the Development Review Committee (DRC).
- Attend Planning and Zoning Board, Town Commission, and other meetings requested by the TOWN as necessary.
- Review and draft proposed modifications to the Land Development Regulations from time to time.
- Provide periodic drafting services and training to TOWN Staff for the update of data bases, land use, zoning and related maps.
- Assist in defining and prioritizing capital improvement projects.
- Develop and complete grant applications as required by the TOWN.
- Research and prepare documents related to the TOWN's Comprehensive Plan.
- Prepare traffic and review traffic studies presented to the TOWN as part of development permits or street modifications.
- Provide urban design plans or services.
- Participate as a team member on special projects.
- Conduct feasibility investigations and cost studies as may be required for the development of public works projects.
- As required, review land development plans, including engineering construction plans and perform necessary inspections to ensure compliance with approved plans and TOWN Codes.
- Represent the TOWN, when required, before all courts or commissions to state opinions or conclusions where expert testimony is required.
- Provide any other planning-related services as requested by the TOWN MANAGER or Town or authorized representative.

7b. General Consultation: The CONSULTANT shall be available upon reasonable notice by the TOWN MANAGER to participate in meetings, prepare brief reports and otherwise advise and counsel the TOWN as may be requested.

7c. Additional Services: Services other than those contained in Section 7a above may be determined by the parties to be desirable at a future date. Such Additional Services shall be defined as to Scope of Services, Time Schedule, Deliverable Products and Compensation by means of an approved Work Authorization under this Agreement authorized and concurred in by the parties.

SECTION 8. COVENANTS BY THE TOWN

The TOWN hereby covenants and agrees:

- 8a. To promptly pay the fees to the CONSULTANT in the amounts and at the times specified herein.
- 8b. To appoint representatives with respect to work to be performed under this Agreement. These representatives shall have the authority to transmit instructions, receive information, interpret and define the TOWN's policy and decisions pertinent to the work covered by this Agreement.
- 8c. The TOWN agrees it shall make available to the CONSULTANT any plans and other data available in the TOWN files pertaining to the work to be performed under this Agreement.

SECTION 9. OWNERSHIP OF DOCUMENTS

The TOWN shall become the owner of the Deliverable Products upon satisfaction of any and all indebtedness to CONSULTANT of all sketched, tracings, drawings, data, computations, details, design calculations and other documents and plans that are required for or result from the CONSULTANT's services under this Agreement. Copies of Instruments of Services, not otherwise restricted by limitations including but not limited to leases, copyrights, trade secrets, proprietary restrictions and prior agreement, may be obtained by the TOWN upon request and compensation in accordance with the terms and conditions of this Agreement. In the event the TOWN shall use such documents, data, sketches or tracings for a purpose other than which they were originally provided to the TOWN, the TOWN shall remove the name plate or any other identifying features, thereby indemnifying the CONSULTANT against all claims arising from such unintended use and provide notice to the CONSULTANT of such use.

**Note: Addendum #1 Added to Original 2000 Agreement in 2016 per F.S. Changes.
See Attached Addendum**

SECTION 10. CONFLICT OF INTEREST

CONSULTANT agrees not to accept employment during the time this Agreement (Contract) is in effect from any builder, land developer, utility company or others doing construction work within the corporate limits of the Town of Pembroke Park which might be construed as a conflict of interest with CONSULTANT's work with the TOWN. The determination of conflicts shall be made by the TOWN MANAGER or their designee.

SECTION 11. PAYMENT FOR SERVICES

- 11a. The CONSULTANT shall submit to the TOWN monthly invoice(s) detailing all fees and expenses. Upon approval by the TOWN, the TOWN agrees to compensate the CONSULTANT for all services authorized and performed in accordance with approved Work Authorizations subject to the hourly or lump sum fee set out in each Work Authorization. TOWN shall make its best effort to pay CONSULTANT within 30 days of receipt of complete invoices.

- 11b. The TOWN agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below. The Lump Sum Fee method shall be the preferred method of billing. Unique work products, however, may require a different billing method. The billing method selected shall be at the option of the TOWN.

Lump Sum Fee

The fee for any requested portion of work may, at the option of the TOWN, be a lump sum mutually agreed upon by the TOWN and CONSULTANT and stated in the written Work Authorization. Lump sum fees may or may not include reimbursable expenses.

Fixed Hourly Rate Fees

The fee for planning services rendered by the CONSULTANT's personnel shall be computed based on the hourly rates for said personnel indicated for each personnel category indicted in Exhibit "A". The fee shall constitute full compensation to the CONSULTANT for costs incurred in the performance of work such as overhead fringe benefits, operating margin and all other cost not covered by reimbursable expenses. The hourly rates indicted in Exhibit "A" shall be subject to annual cost of living adjustments based on the Consumer Price Index, updated annually.

Reimbursable Expenses

The CONSULTANT shall be compensated for certain work-related expenditures not covered by fees for planning services, provided such expenditures are previously authorized by the MANAGER or his/her designee. Reimbursable expenses may include expenses for document reproduction, rental of specialized equipment and purchase of specialized instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the TOWN upon the completion of the work. These expenses shall be reimbursed on a direct cost basis. Expenses for travel, transportation and subsistence outside of Broward County will be reimbursed according to the provisions of the Internal Revenue Service Code Section 301-7.3(a), Government Travel Allowance Rates, as presently written or hereafter amended. For projects that are billed as multiples of direct salary cost and fixed hourly rates, budget amounts for reimbursable expenses shall be included in the Work Authorization for such projects. The reimbursable expense budget shall not be exceeded without the written authorization by the MANAGER.

- 11c. The TOWN agrees to make monthly payments to CONSULTANT for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the TOWN. Payment shall be made in accordance with the following methods:

Monthly Professional Fees and/or Reimbursable Expenses

The CONSULTANT shall submit duly certified invoices to the MANAGER or their designee. Each invoice shall be referenced to a particular Work Authorization which authorized the services performed and/or expenses incurred.

The amount of invoices submitted shall be comprised of the amounts due for all services performed and/or reimbursable expenses incurred to date in accordance with authorized work, less previous payments. The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with the above provisions. Invoiced reimbursable expenses must be substantiated by copies of receipts and other documentation as necessary. Any disputed amounts will be subtracted from the invoice. The disputed amount will be paid upon resolution of such items.

Lump Sum Fees

The CONSULTANT shall submit invoices to the MANAGER. Each invoice shall be referenced to the particular Notice to Proceed which authorized the services performed. The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum, and subtracting any previous payment. Any disputed amount will be subtracted from the invoice. Disputed amount will be paid upon resolution of such items.

SECTION 12. WARRANTIES AND ATTORNEY FEES

The CONSULTANT warrants that its services are to be performed within the limits prescribed by the TOWN with the usual thoroughness and competence of the Planning Profession. No other warranty or representation, either expressed or implied, is included under the terms of this Agreement.

In the event it becomes necessary for either party herein to seek legal means to enforce the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs, at both the trial and appellate levels.

SECTION 13. INDEMNIFICATION

The CONSULTANT shall, at all times hereafter, indemnify and hold harmless the TOWN, its agents, officers and employees from and against any claim, demand or cause of action of any kind or nature (including reasonable attorney fees) arising out of negligent act, error or admission of CONSULTANT, its agents, servants or employees in the performance of services under this Agreement.

The TOWN shall, at all times hereafter, to the extent not inconsistent with law, indemnify and hold harmless the CONSULTANT, its agents, officers and employees from and against any claim, demand or cause of action of any kind or nature (including reasonable attorney fees) arising out of a negligent act, error or omission of TOWN, its agents, servants, or employees in the performance of services under this Agreement.

Nothing in this Agreement shall be construed to affect in any way the TOWN's rights, privileges, and immunities as set forth in Florida Statutes §768.28.

SECTION 14. INSURANCE

The CONSULTANT shall provide and maintain in force at all times during this Agreement with the TOWN, such insurance, including Workers' Compensation and Employer's Liability Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance, and

Professional Liability Insurance as will assure to the TOWN the protection contained in the foregoing indemnification undertaken by the CONSULTANT.

- 14a. Workers' Compensation Statutory limits with \$100,000 Employers Liability.
- 14b. Commercial General Liability with limits of no less than \$250,000. Bodily injury shall include operations and premises liability, products and completed operations, owners and personal injury liability.
- 14c. Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership with limits of not less than \$300,000 per occurrence.
- 14d. Professional Liability Insurance limits of liability provided by such policy shall be no less than \$250,000 to assure the TOWN the indemnification specified in Section 13.
- 14e. A Certificate of Insurance acceptable to the TOWN shall be provided listing the above coverages and providing 30 days prior written notice to the Town of Pembroke Park in the case of cancellation. The TOWN shall be named as an additional insured on both of the General Liability Policies with a waiver of subrogation on the Workers' Compensation / Employees Liability Policy.

SECTION 15. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the TOWN determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of each authorizes service.

SECTION 16. NOTICES

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

For TOWN: Town of Pembroke Park
 Attention: Town Manager
 3150 SW 52nd Avenue
 Pembroke Park, Florida 33023
 (954) 966-4600

For CONSULTANT: Michael Miller Planning Associates, Inc.
Attn: Michael J. Miller, AICP – President
7522 Wiles Road, Suite B-203
Coral Springs, Florida 33067
(954) 757-9909

SECTION 17. MISCELLANEOUS

17a. Law Governing: This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.

17b. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

17c. Severability: If any portion of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such provisions had not been included.

17d. Entire Agreement: This Agreement, including all exhibits and work authorizations which are referred to herein, is the entire understanding of the parties hereto, with respect to this Agreement and subsequent work authorizations. Said Agreement may not be modified, amended or terminated by either party except by written instrument executed by both parties or their lawful representatives, successors or assigns. No oral representations made by the CONSULTANT or its employees or agents shall be binding on the CONSULTANT unless such representations are reduced to writing.

SECTION 18. TERMINATION

It is expressly understood and agreed that the MANAGER may terminate this Agreement, with the consent of the COMMISSION, in total or in part, without cause or penalty, by thirty (30) days prior notification sent by certified mail, or by declining to issue Authorization of Work, as provided in Section 3; in which event the TOWN's sole obligation to the CONSULTANT shall be payment, in accordance with Section 11 – Payment for Services, for those units or sections of work previously authorized. Such payment shall be determined on the basis of the hours or percentages of work performed by the CONSULTANT up to the time of termination. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such forms to the TOWN within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the TOWN may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

SECTION 19. DEFAULT

In the event the CONSULTANT fails to comply with the provisions of this Agreement, the MANAGER or his/her designee may declare the CONSULTANT in default and notify it in writing, giving a reasonable time to cure the default, but in no event shall this time period exceed sixty (60) business days unless otherwise agreed to by the parties. In such event, the CONSULTANT shall only be compensated for any professional services completed as of the date written notice of default is served. In the event partial payment has been made for incomplete professional services, the CONSULTANT shall return such items to the TOWN within ten (10) days after receipt of written notice that said sums are due. The CONSULTANT

shall not be compensated for professional services which have been performed but not completed by the time the MANAGER or his/her designee declares a default.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

**MICHAEL MILLER PLANNING
ASSOCIATES, INC.**

BY: 
Michael Miller
President

BY: 
(Seal)



TOWN OF PEMBROE PARK

BY: _____
Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM

Town Attorney

and if he is designated for professional services which have been previously authorized and approved by the time the MANAGER or his designee decides a default
 IN WITNESS WHEREOF, the parties have signed their hands and seals this day of
 your first above written

TOWN OF BERKSHIRE PARK

MICHAEL MILLER PLANNING
 ASSOCIATES, INC.

BY _____
 Mayor

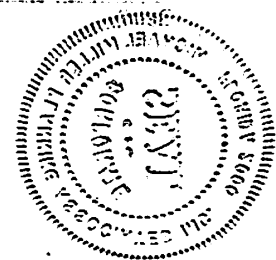
BY _____
 Michael Miller

ATTEST:

 Town Clerk

APPROVED AS TO FORM

 Town Attorney



ADDENDUM #1 2016

In 2016 the Florida Legislature amended Chapter 119 Florida Statutes regarding public records created / held by individuals, partnerships, corporations or business entities that enter into a contract with a public agency and is acting on behalf of the public agency. Effective July 1st, 2016 all contracts must contain specific language and terms. A revision to the Original November 8th, 2000 Agreement was made in 2016 which was intended to update certain agreement text and satisfy the new statutory provisions.

- A statement in at least 14 point bold face type stating:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 966-4600 EXTENSION 233, townclerk@tpfpl.gov, 3150 SW 52nd Avenue, Pembroke Park, Florida 33023.

- A contract must also contain a provision that states:
 1. Keep and maintain public records required by the Town of Pembroke Park to perform service.
 2. Upon request from the Town of Pembroke Park's custodian of public records, provide the Town of Pembroke Park with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provide by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Town of Pembroke Park.
 4. Upon completion of the contract, transfer, at no cost, to the Town of Pembroke Park all public records in possession of the contractor or keep and maintain public records required by the Town of Pembroke Park to perform the service. If the contractor transfers all public records to the Town of Pembroke Park upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet the applicable requirements for retaining public records. All records stored electronically must be provided to the Town of Pembroke Park, upon request from the Town of Pembroke Park custodian of public records, in a format that is compatible with the informational technology systems of the Town of Pembroke Park.

mtm

ADDENDUM #2 2017

Prior to the renewal of the FY 2017-18 annual contract renewals, the Town Commission requested that all Contractors revise their contracts to add specified language related to (1) communications between the Town Commission and the Contractor, (2) compliance with project completion deadlines, and (3) periodic reporting to the Town Commission on work efforts. The Town Attorney's office has provided the required text to all Contractors to be included in all contracts.

Addendum to Existing Agreement 2017

1. Contractor agrees to return all phone calls from the Town Commissioners by the close of business on the following business day.
2. Contractor agrees to complete all assignments given the Contractor by Town Commission by the deadline provided by the Town Commission. In the event no deadline has been provided by the Town Commission, Contractor agrees to complete all assignments given to Contractor by the Town Commission within a reasonable time.
3. Contractor agrees to provide the Town Commission a status report of all matters which the Contractor has undertaken by the direction of the Town Commission on a monthly basis.

EXHIBIT "A"

2021-22 HOURLY RATE SCHEDULE FOR PERSONNEL

<u>Employee Function</u>	<u>Hourly Rate</u>
Principal Planner (MJM).....	\$140.00
Senior Planner	\$115.00
Planner	\$100.00
CADD Designer	\$90.00
Clerical.....	\$50.00

NOTE: These rates are subject to change annually in accordance with the US CPI as noted in Section 11b.

2021-22 FIXED FEES FOR SERVICES

NOT APPLICABLE FOR FY 2021-22.

A FIXED LUMP SUM FEE OF **\$0.00** PER MONTH SHALL BE PAID TO MMPA FOR GENERAL COMMUNITY DEVELOPMENT, PLANNING AND ZONING INQUIRIES BY THE PUBLIC, REALTORS, PROPERTY OWNERS, ETC. AS WELL AS COORDINATION WITH THE TOWN'S ELECTED / APPOINTED OFFICIALS / STAFF ON VARIOUS PLANNING AND ZONING ISSUES, LAND DEVELOPMENT ISSUES, BUSINESS TAX RECEIPTS, AND CODE ENFORCEMENT ACTIVITIES.



EXHIBIT "B"

REIMBURSABLE EXPENSES

- A. Transportation, Telephone, Email and USPS Mail Postage

No charge for local travel time, telephone, faxes or emails. Postage at cost.

- B. Reproductions (outside services)

Blueprinting	Cost
Mylars	Cost
Bulk Copying (Large Documents ex. Complan)	Cost

- C. Delivery, Courier Services, Express Mail Cost

- D. Services of Outside Consultants Cost



AGENDA ITEM REPORT



To:

Subject: Computers for the Police department.

Meeting: PUBLIC NOTICE - REGULAR COMMISSION MEETING - October 13, 2021

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

State Contract # C000000006563

FINANCIAL IMPACT:

\$ 55,902.54

RECOMMENDATION:

Approve purchase

ATTACHMENTS:

[US_QUOTE_3000081370756.1 docking station for patrol x5](#)

[US_QUOTE_3000081371591.1 laptops for patrol](#)

[US_QUOTE_3000081371400.1 monitor, keyboard and dock stations for admin](#)



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 3000081370756.1
Total \$543.10
Customer # 14164554
Quoted On Mar. 19, 2021
Expires by Apr. 18, 2021

Sales Rep Sara Gonzalez
Phone (800) 456-3355, 6179083
Email Sara_Gonzalez1@Dell.com
Billing To CHRISTIAN NOEL
TOWN OF PEMBROKE PARK
3150 SOUTHWEST 52ND AVE
PEMBROKE PARK, FL 33023

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Sara Gonzalez

Shipping Group

Shipping To	Shipping Method
MARK PAKULA TOWN OF PEMBROKE PARK 3150 SW 52ND AVE PEMBROKE PARK, FL 33023-5413 (195) 470-1434	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Docking Station and LPS-137 (90W Vehicle Power Supply) for Dell's Latitude 14 Rugged and Latitude 12 & 14 Rugged Extreme Notebooks	\$530.11	1	\$530.11

Subtotal:	\$530.11
Shipping:	\$12.99
Non-Taxable Amount:	\$543.10
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$543.10

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

MARK PAKULA
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK, FL 33023-5413
(195) 470-1434

Shipping Method

Standard Delivery

		Quantity	Subtotal	
Docking Station and LPS-137 (90W Vehicle Power Supply) for Dell's Latitude 14 Rugged and Latitude 12 & 14 Rugged Extreme Notebooks		\$530.11 1	\$530.11	
Estimated delivery if purchased today: Apr. 20, 2021 Contract # C000000006563 Customer Agreement # Dell Standard Terms and Conditions				
Description	SKU	Unit Price	Quantity	Subtotal
Docking Station and LPS-137 (90W Vehicle Power Supply) for Dell's Latitude 14 Rugged and Latitude 12 & 14 Rugged Extreme Notebooks	AA472932	-	1	-
			Subtotal:	\$530.11
			Shipping:	\$12.99
			Estimated Tax:	\$0.00
			Total:	\$543.10

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms : Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only : Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only : If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 3000081371591.1
Total \$34,932.48
Customer # 14164554
Quoted On Mar. 19, 2021
Expires by Apr. 18, 2021

Sales Rep Sara Gonzalez
Phone (800) 456-3355, 6179083
Email Sara_Gonzalez1@Dell.com
Billing To CHRISTIAN NOEL
TOWN OF PEMBROKE PARK
3150 SOUTHWEST 52ND AVE
PEMBROKE PARK, FL 33023

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Sara Gonzalez

Shipping Group

Shipping To	Shipping Method
MARK PAKULA TOWN OF PEMBROKE PARK 3150 SW 52ND AVE PEMBROKE PARK, FL 33023-5413 (195) 470-1434	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5420 Rugged	\$2,670.35	13	\$34,714.55
Rigid Handle for Dell Rugged 5420-5424	\$69.99	1	\$69.99

Subtotal:	\$34,784.54
Shipping:	\$147.94
Non-Taxable Amount:	\$34,932.48
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$34,932.48

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

MARK PAKULA
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK, FL 33023-5413
(195) 470-1434

Shipping Method

Standard Delivery

		Quantity		Subtotal
Dell Latitude 5420 Rugged		\$2,670.35	13	\$34,714.55
Estimated delivery if purchased today: Apr. 07, 2021 Contract # C000000006563 Customer Agreement # Dell Standard Terms and Conditions				
Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5420 Rugged, CTO	210-AQPT	-	13	-
8th Gen Intel Core i7-8650U Processor (Quad Core, 8M Cache, 1.9GHz,15W, vPro)	379-BDHD	-	13	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	13	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	13	-
Intel Core i7-8650U Processor Base with AMD Radeon RX540 Graphics 128 Bit	338-BPTH	-	13	-
Intel vPro Technology Advanced Management Features	631-ABWJ	-	13	-
16GB, 2x8GB, 2400MHz DDR4 Non-ECC	370-AGKD	-	13	-
M.2 1TB PCIe NVMe Class 40 Solid State Drive	400-BBTY	-	13	-
14" FHD WVA (1920 x 1080) Embedded Touch, Outdoor-Readable Screen	391-BDVP	-	13	-
Full Security - Fingerprint Reader, Contacted Smartcard Reader, Contactless Smartcard Reader	346-BEVD	-	13	-
RFID Module Label	389-DOOP	-	13	-
RFID Module Label	389-DOQY	-	13	-
Dell USB,USB,AUDIO,Smart Card left I/O module	590-TEXZ	-	13	-
SYSTEM RATING LABEL	389-DOPP	-	13	-
Sealed Internal Non-Backlit Keyboard	580-AFDC	-	13	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 (No BT) Driver (Later upgrade not possible for the system)	555-BEPC	-	13	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2	555-BDGD	-	13	-
WLAN Bracket	575-BBYW	-	13	-
Qualcomm Snapdragon X20 (DW5821e) Vrz	556-BBZJ	-	13	-
WWAN Bracket	575-BBYX	-	13	-
3 Cell 51Whr ExpressCharge Capable Battery	451-BCHG	-	13	-
90 Watt AC Adapter	492-BCNQ	-	13	-
No Anti-Virus Software	650-AAAM	-	13	-
OS-Windows Media Not Included	620-AALW	-	13	-
E5 US Power Cord	537-BBBD	-	13	-
Quick Referene Guide	340-CHGB	-	13	-

Factory Installed Rigid handle tied sku	540-BCIH	-	13	-
2nd 3 Cell 51Whr ExpressCharge Capable Battery	451-BCHH	-	13	-
SERI Guide (English/Spanish)	340-AGIN	-	13	-
Regulatory Label included	389-BEYY	-	13	-
TPM Enabled	340-AJPV	-	13	-
System Driver, Dell Latitude 5420	640-BBRG	-	13	-
Dell Developed Recovery Environment	658-BCUV	-	13	-
Shuttle SHIP Material	328-BCXL	-	13	-
Directship Info Mod	340-CKTD	-	13	-
No Option Included	340-ACQQ	-	13	-
No Resource USB Media	430-XXYG	-	13	-
ENERGY STAR Qualified	387-BBNJ	-	13	-
BTO Standard shipment Air	800-BBGF	-	13	-
No Additional IO Ports	590-TEYC	-	13	-
No Option Included	340-ACQQ	-	13	-
RGB Camera	319-BBFN	-	13	-
ProSupport Plus: Next Business Day Onsite, 3 Years	808-6797	-	13	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	13	-
ProSupport Plus: Accidental Damage Service, 3 Years	808-6817	-	13	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	808-6818	-	13	-
ProSupport Plus: 7X24 Technical Support, 3 Years	808-6847	-	13	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	13	-

			Quantity	Subtotal
Rigid Handle for Dell Rugged 5420-5424	\$69.99	1		\$69.99

Estimated delivery if purchased today:
Mar. 29, 2021
Contract # C000000006563
Customer Agreement # Dell Standard Terms and Conditions

Description	SKU	Unit Price	Quantity	Subtotal
Kit - Rigid Handle for Latitude 542X	395-BBBN	-	1	-

Subtotal:	\$34,784.54
Shipping:	\$147.94
Estimated Tax:	\$0.00
Total:	\$34,932.48

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms : Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only : Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only : If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 3000081371400.1
Total \$20,426.96
Customer # 14164554
Quoted On Mar. 19, 2021
Expires by Apr. 18, 2021

Sales Rep Sara Gonzalez
Phone (800) 456-3355, 6179083
Email Sara_Gonzalez1@Dell.com
Billing To CHRISTIAN NOEL
TOWN OF PEMBROKE PARK
3150 SOUTHWEST 52ND AVE
PEMBROKE PARK, FL 33023

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Sara Gonzalez

Shipping Group

Shipping To	Shipping Method
MARK PAKULA TOWN OF PEMBROKE PARK 3150 SW 52ND AVE PEMBROKE PARK, FL 33023-5413 (195) 470-1434	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell UltraSharp 27 Monitor - U2719D	\$286.21	17	\$4,865.57
Logitech MK235 Wireless Keyboard and Mouse Combo	\$23.69	11	\$260.59
Dell Performance Dock- WD19DCS	\$257.39	7	\$1,801.73
Precision 3440 Small Form Factor	\$1,078.99	2	\$2,157.98
Mobile Precision 7750	\$2,220.07	5	\$11,100.35

Subtotal:	\$20,186.22
Shipping:	\$240.74
Non-Taxable Amount:	\$20,426.96
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$20,426.96

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

MARK PAKULA
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK, FL 33023-5413
(195) 470-1434

Shipping Method

Standard Delivery

	Quantity	Subtotal
Dell UltraSharp 27 Monitor - U2719D	\$286.21 17	\$4,865.57

Estimated delivery if purchased today:

Mar. 29, 2021

Contract # C000000006563

Customer Agreement # Dell Standard Terms and Conditions

Description	SKU	Unit Price	Quantity	Subtotal
Dell UltraSharp 27 Monitor - U2719D	210-ARCV	-	17	-
Dell Limited Hardware Warranty	815-2532	-	17	-
Advanced Exchange Service, 3 Years	815-2533	-	17	-

	Quantity	Subtotal
Logitech MK235 Wireless Keyboard and Mouse Combo	\$23.69 11	\$260.59

Estimated delivery if purchased today:

Mar. 30, 2021

Contract # C000000006563

Customer Agreement # Dell Standard Terms and Conditions

Description	SKU	Unit Price	Quantity	Subtotal
Logitech MK235 Wireless Keyboard and Mouse Combo	A8865137	-	11	-

	Quantity	Subtotal
Dell Performance Dock- WD19DCS	\$257.39 7	\$1,801.73

Estimated delivery if purchased today:

Jun. 02, 2021

Contract # C000000006563

Customer Agreement # Dell Standard Terms and Conditions

Description	SKU	Unit Price	Quantity	Subtotal
Dell Performance Dock – WD19DCS	210-AZBN	-	7	-
Advanced Exchange Service, 3 Years	824-3984	-	7	-
Dell Limited Hardware Warranty	824-3993	-	7	-

	Quantity	Subtotal
Precision 3440 Small Form Factor	\$1,078.99 2	\$2,157.98

Estimated delivery if purchased today:

Apr. 02, 2021

Contract # C000000006563

Customer Agreement # Dell Standard Terms and Conditions

Description	SKU	Unit Price	Quantity	Subtotal
Precision 3440 SFF CTO BASE	210-AVUC	-	2	-
Intel Core i7-10700 (8 Core, 16M cache, base 2.9GHz, up to 4.8GHz) DDR4-2933	338-BVOL	-	2	-
HEATSINK for 65W CPU	412-AATF	-	2	-
Thermal Pad for 8 Core / 10 Core Processor (Small Form Factor)	412-AATG	-	2	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	2	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	2	-

Precision 3440 SFF with 260W up to 92% efficient (80 Plus Platinum) PSU	321-BFJK	-	2	-
16GB, 2x8GB, DDR4 UDIMM non-ECC memory	370-AFGL	-	2	-
NVIDIA Quadro P400, 2GB, 3 mDP to DP adapter	490-BFVQ	-	2	-
C3 M.2 PCIe Boot SSD	449-BBNC	-	2	-
No RAID	780-BBCJ	-	2	-
1TB PCIe NVMe Class 40 M.2 SSD	400-BFGL	-	2	-
No Hard Drive	400-AKZR	-	2	-
No Hard Drive	400-AKZR	-	2	-
No Hard Drive	400-AKZR	-	2	-
No Media Card Reader	385-BBBL	-	2	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	2	-
Thank you for Choosing Dell	555-BBNG	-	2	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	2	-
Bezel ODD	429-ABKH	-	2	-
CMS Essentials DVD no Media	658-BBTV	-	2	-
Intel® Management Engine disabled	631-ACOW	-	2	-
Dell KB216 Wired Keyboard English	580-ADJC	-	2	-
Black Dell MS116 Wired Mouse	275-BBBW	-	2	-
ENERGY STAR Qualified	387-BBLW	-	2	-
Dell Precision TPM	340-ACBY	-	2	-
Thank you for Choosing Dell	555-BBNG	-	2	-
Integrated Intel SATA Controller	403-BBCE	-	2	-
US Power Cord	450-AH DU	-	2	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	2	-
Quick Setup Guide - Precision 3440	340-CRGV	-	2	-
SHIP,PWS,LNK,NO,NO,AMF	340-CBUU	-	2	-
Shipping Material for SFF (DAO)	340-CQYR	-	2	-
Precision 3440, 260W Reg Label DAO	389-DVHL	-	2	-
Speaker for Tower and SFF	520-AARD	-	2	-
System Monitoring not selected in this configuration	817-BBSI	-	2	-
No Stand Option	575-BBBI	-	2	-
No Accessories	461-AABV	-	2	-
No PCIe add-in card	492-BBFF	-	2	-
SupportAssist	525-BBCL	-	2	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	2	-
Dell Optimizer for Precision	640-BBSC	-	2	-
Dell Premier Color 5.1	640-BBSD	-	2	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	2	-
Waves Maxx Audio	658-BBRB	-	2	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	2	-
Custom Configuration	817-BBBB	-	2	-

No Anti-Virus Software	650-AAAM	-	2	-
OS-Windows Media Not Included	620-AALW	-	2	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	2	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-2859	-	2	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-2868	-	2	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-2877	-	2	-
ProSupport Plus: Next Business Day Onsite, 3 Years	997-6820	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	2	-

			Quantity	Subtotal
Mobile Precision 7750	\$2,220.07	5		\$11,100.35

Estimated delivery if purchased today:

Apr. 06, 2021

Contract # C000000006563

Customer Agreement # Dell Standard Terms and Conditions

Description	SKU	Unit Price	Quantity	Subtotal
Mobile Precision 7750 CTO BASE	210-AVUS	-	5	-
Intel Core Processor i7-10875H (8 Core, 16MB Cache, 2.30 GHz to 5.10 GHz, 45W, vPro)	379-BDWW	-	5	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	5	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	5	-
Intel Core i7-10875H (8 Core, 16MB Cache, 2.30 GHz to 5.10 GHz, 45W, vPro)	329-BEWF	-	5	-
NVIDIA Quadro T1000 w/4GB GDDR6	490-BFUX	-	5	-
Thermal pad for for Quadro T1000	490-BFVE	-	5	-
Intel vPro Technology Enabled	631-ACMU	-	5	-
FHD Panel Cover, Non-Touch	320-BDTZ	-	5	-
Bezel, RGB Cam, Mic, Non-Touch	325-BDSQ	-	5	-
17.3-inch, FHD, 1920 x 1080, 60 Hz, Anti-Glare, Non Touchscreen, 45% NTSC, 220 Nits, WVA	391-BFHX	-	5	-
16GB, 2X8GB, DDR4 2933Mhz Non-ECC Memory	370-AFFD	-	5	-
M.2 1TB PCIe NVMe Class 40 Solid State Drive	400-BDWQ	-	5	-
No Additional Hard Drive	401-AAGM	-	5	-
No Additional Hard Drive	401-AAGM	-	5	-
No Additional Hard Drive	401-AAGM	-	5	-
No RAID	780-BBFE	-	5	-
Keyboard Lattice for 99 key and 100 key keyboard	583-BGIK	-	5	-
Internal Single Pointing Backlit Keyboard, US English with 10 Key Numeric Keypad	583-BGIN	-	5	-
Palmrest with Smart Card, FIPS Fingerprint reader & NFC	346-BGIZ	-	5	-
Bottom Cover with Smart Card and SSD Door Opening	354-BBCL	-	5	-
Intel(R) Wi-Fi 6 2x2 (Gig+) and Bluetooth 5.1	555-BFTF	-	5	-
No Mobile Broadband Card	556-BBCD	-	5	-
6 Cell 68Whr ExpressCharge Capable Battery	451-BCQF	-	5	-
240W E5 Power Adapter (EPEAT)	492-BCXD	-	5	-

Not ENERGY STAR Qualified	387-BBDO	-	5	-
Not EPEAT Registered	389-DVNR	-	5	-
Resource Media not Included	430-XYGV	-	5	-
OS-Windows Media Not Included	620-AALW	-	5	-
Quick Setup Guide for Mobile Precision 7750	340-CPYE	-	5	-
Custom Configuration	817-BBBB	-	5	-
E5 C13 Power Cord 1M for North America	450-AHDL	-	5	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	5	-
Intel Core i7 vPro Processor Label	340-CPOZ	-	5	-
Intel AX201 2x2 + Bluetooth 5.1 Driver	555-BFSH	-	5	-
No UPC Label	389-BCGW	-	5	-
No Security Software	650-AAJS	-	5	-
SupportAssist	525-BBCL	-	5	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	5	-
Dell Optimizer for Precision	640-BBSC	-	5	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	5	-
Waves Maxx Audio	658-BBRB	-	5	-
Dell Power Manager	658-BDVK	-	5	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	5	-
Intel Sensor Solution	658-BESN	-	5	-
Regulatory Label included	389-BEYY	-	5	-
Dell Limited Hardware Warranty Plus Service	823-3810	-	5	-
ProSupport Plus: Accidental Damage Service, 3 Years	823-3842	-	5	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	823-3850	-	5	-
ProSupport Plus: Next Business Day Onsite, 3 Years	823-3858	-	5	-
ProSupport Plus: 7x24 Technical Support, 3 Years	823-3868	-	5	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	5	-
BTO Standard Shipment (EL)	800-BBGH	-	5	-

Subtotal:	\$20,186.22
Shipping:	\$240.74
Estimated Tax:	\$0.00
Total:	\$20,426.96

Important Notes

Terms of Sale

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Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

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Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

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OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

RESOLUTION NO. 2021-055

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE PAYMENT OF CERTAIN SERVICES, MATERIALS AND SUPPLIES WHICH ARE PROCURED ON A REGULAR OR RECURRING BASIS FOR THE FISCAL YEAR 2021-2022; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park procures certain services, materials and supplies on a regular or recurring basis which procurement is ordinary and required for the operation of a municipal government; and

WHEREAS, requiring the Town Commission to review and approve the recurring expenses would be an unnecessary administrative burden for the Town's Staff and Commissioners; and

WHEREAS, Section 2-125, Pembroke Park Code of Ordinances, provides that the Town Commission may authorize the payment of regular or recurring expenses incurred by the Town by resolution of the Town Commission from time to time in order to streamline the procurement procedures.

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

Section 1: That the Town Commission authorizes the payment for the services, materials and supplies listed on the attached Exhibit "A" for the fiscal year 2021-2022 without the submission of invoices for individual approval pursuant to the provisions of Section 2-125, Pembroke Park Code of Ordinances.

Section 2: That the Town Finance and Budget staff is authorized and directed to provide for the payment for the services, materials and supplies listed on the attached Exhibit “A” without further action required by the Town Commission.

Section 3: That 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 13th day of October, 2021.

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

Town of Pembroke Park
Resolution No. 2021-055

Town of Pembroke Park
Recurring Monthly Expenses 2021/2022

Vendor *	Service/Product	Monthly Amount	Quarterly Amount	Yearly Amount
Broward County Board of Comm.	Building Permit Remittance Fees/Radon	5,000.00		
Broward County Fire & Rescue	Fire & Rescue Services	304,357.00		
Broward County Law Enforcement	Police Protection Services	281,315.10		
Broward County Waste & Recycling Svcs	Solid Waste & Recycling Services		8,000.00	
City of Hollywood	Wastewater Management	125,000.00		
CivicPlus (Website)	Annual Maintenance/AudioEye			8,000.00
Comcast	Telephone/Fax/Internet/Long Distance/Cable TV or substitute	7,500.00		
DC Strategies	Grant writer - Retainer	5,000.00		
Dell Financial Services LLC	Annual Lease for Town Servers			16,724.40
Diligent	ICompass System/ Meeting Management			11,000.00
Dude Solutions	Asset Essentials			10,647.00
Dude Solutions	Community Development			14,571.00
Florida Blue	Group Health Insurance	40,000.00		
Florida Municipal Insurance Trust	Liability/Auto/Property/WC Insurance		60,000.00	
Florida Power And Light	Electric Bill	18,000.00		
Florida Retirement System (FRS)	Retirement Pension	100,000.00		
Foster & Foster, Inc.	Actuarial Valuation of Other Post Employment Benefits			5,000.00
Home Depot	General Supplies for Repairs and Maintenance	5,000.00		
ICMA 457	Employee ICMA 457 Contributions	6,000.00		
Information Consultants Inc.	Laserfiche			5,000.00
John Hancock/ Minnesota Life Insurance	Additional Life Insurance/Disability Care	7,500.00		
LagomHR	Human Resources	8,500.00		
Mutual of Omaha	Life, AD&D, LTD, STD, Dental, Vision	15,000.00		
Petty Cash	Storm Emergency Funds			5,000.00
State of FL Dept. of Bus & Prof Reg	Building Permit Quarterly Surcharge		6,000.00	
Synovus Bank	Loan Repayment for Police Dept Startup	22,958.61		
Tidewater Consulting	Lobbying Services		20,000.00	
Town Approved Elec./Occ Lic Insp.	Insp. by Elec./Occ Lic Inspector or Substitute	5,000.00		
Town Approved Mechanical Insp.	Insp. by Mechanical Inspector or Substitute	5,000.00		
Town Approved Plumbing Insp.	Insp. by Plumbing Inspector or Substitute	5,000.00		
Town Approved Structural/Roof Insp.	Insp. by Structural Inspectors or Substitute	5,000.00		
Transamerica	GAP Insurance	15,000.00		
Tyler Technologies	Financial Software Annual Fee			18,672.00
Vantagepoint Transfer Agents	IRA Contributions	6,000.00		
Verizon Wireless	Radio/Cell Phone Communications	5,000.00		
Water & Wastewater Services	Water Usage	5,000.00		
Wells Fargo Bank	Sinking Fund	10,668.75		
Wells Fargo Bank	ST Construction Reserve	6,168.47		
Wells Fargo Visa Cards	Corporate Credit Card	20,000.00		
WEX	Fuel Expense	6,000.00		
		1,044,967.93	94,000.00	94,614.40
			Grand Total	1,233,582.33

* Vendors names may change

AGENDA ITEM REPORT



To:

Subject: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, REVISING CHAPTER 11, ARTICLE IV, DIVISION 4 "SOLID WASTE COLLECTION" OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Meeting:

Department: Legal

Staff Contact: Town Attorney, Town Attorney

BACKGROUND INFORMATION:

The Town of Pembroke Park finds it in the best interest of the Town to revise Chapter 11, Article IV, Division 4 "Solid Waste Collection" of the Code of Ordinances in order to streamline and delineate solid waste collection procedures and fees and to ensure compliance with local, state and federal regulations.

FINANCIAL IMPACT:

none

POLICY IMPLICATIONS:

none

RECOMMENDATION:

Approve revisions to Chapter 11, Article IV, Division 4 "Solid Waste Collection"

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - May 06 2021
JC Jimenez, Town Manager	Approved - May 07 2021

(strikethrough = deletion; underline = addition)

ORDINANCE NO. 2021-005

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, REVISING CHAPTER 11, ARTICLE IV, DIVISION 4 "SOLID WASTE COLLECTION" OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Florida Constitution, grants municipalities the power to conduct municipal government, perform municipal functions and render municipal services; and

WHEREAS, Section 166.021, Florida Statutes, referred to as the Municipal Home Rule Powers Act, grants all municipalities the expansive home rule power contemplated by the Florida Constitution; and

WHEREAS, the Town of Pembroke Park (the "Town") finds it in the best interest of the Town to revise Chapter 11, Article IV, Division 4 "Solid Waste Collection" of the Code of Ordinances in order to streamline and delineate solid waste collection procedures and fees and to ensure compliance with local, state and federal regulations.

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

Section 1: Chapter 11, Article IV, Division 4 of the Code of Ordinances shall be revised as follows:

DIVISION 4. - SOLID WASTE COLLECTION

Sec. 11-61. - Permit required.

No person, partnership, association or corporation shall collect, convey, or dispose of any solid waste accumulated in the Town without first having obtained a permit ~~from the Administrative Assistant to the Mayor~~. A permit shall be issued only upon the criteria set forth in this division.

Sec. 11-62. - Application for permit.

(strikethrough = deletion; underline = addition)

~~Any person, partnership, association or corporation who wishes to obtain a~~ A ~~permit must be obtained prior to collecting, conveying or dispose~~ disposing of any solid waste accumulated in the Town ~~must first make application to the Administrative Assistant to the Mayor. The application shall include a cashier's check or certified in the amount of five hundred fifty dollars (\$550.00) or two hundred seventy-five dollars (\$275.00), as applicable under section 11-64 hereof. Each applicant shall submit in writing a list of its qualifications for a solid waste permit. The permit application and the requisite fee, which shall be set by resolution by the Town Commission. Such list shall include the following:~~

- (1) Evidence of adequate number of trucks to provide service and backup level to properly service the number of customers' accounts; including one (1) backup truck for every five (5) trucks in service.
- (2) Certification of proper and adequate insurance coverage of not less than one million three hundred thousand dollars (\$300,000.00~~1,000,000)~~ public liability insurance.
- (3) Demonstration that the permit applicant owns and maintains in good condition the various types of trucks, equipment and compaction units to provide the level of service desired by the Town.
- (4) Evidence of sufficient maintenance ability to meet the service needs of the number of trucks and equipment to be used by permittee.
- (5) Demonstration that a local business office with a local telephone number will be operated to provide adequate response to customer inquiries or complaints. The office must be in Dade or Broward County. ~~The telephone number must be a toll-free call from the Town.~~
- ~~(6) Agreement that hours of service will be limited to the hours of 7:00 a.m. to 9:00 p.m.~~
- ~~(7) Agreement that all pickup of food and other putrescents shall be at least twice a week, regardless of the size of the container.~~
- ~~(8) Agreement that service will not be discontinued unless written notice is delivered to the address receiving the service ten (10) days prior to the discontinuance of service, with a copy of the notice being sent at the same time to the Administrative Assistant to the Mayor.~~
- ~~(96)~~ Name, address and telephone number of the person to be contacted by the Town with reference to the operation of this section.
- ~~(107)~~ Name and addresses of the owners of the company making the application. If the applicant is a corporation, this includes a list of all stockholders who own more than five (5) per cent of the voting shares of the corporation and all officers and directors. If the applicant is a partnership this includes a list of all partners.
- ~~(118)~~ The application shall provide a list of all convictions within the past ten (10) years in federal court, or the court of any state of violation of antitrust, anticompetitive, racketeering or fraudulent practice laws with a brief description of the circumstances. The applicant shall also list any and all indictments, informations, charges or investigations against the company within the past ten (10) years pertaining to the above referenced matters with a brief description of the circumstances. This paragraph also applies to all individuals listed in paragraph (j) above.
- ~~(129)~~ The applicant shall list any and all cities and counties from which the applicant has voluntarily or involuntarily withdrawn service during the five-year period immediately preceding the date of the application. The applicant shall also list any and all franchises issued to the applicant which have been voluntarily or involuntarily withdrawn, suspended, revoked or abandoned by either the issuing governmental entity or the applicant for the five-year period immediately preceding the date of the application with a brief description of the reason for such withdrawal. The applicant may also provide a list of cities and counties where it is currently or has in the past provided service.

Sec. 11-63. - ~~Considerations for issuance of p~~Permit issuance; permit conditions and fees.

(strikethrough = deletion; underline = addition)

- (a) In determining whether to issue a permit, the ~~Administrative Assistant to the Mayor~~ Town shall consider the information provided by the applicant under section 11-62 hereof. The ~~Town Administrative Assistant to the Mayor~~ shall determine, based on these criteria, whether the applicant has sufficient experience, ability and expertise to allow the applicant to successfully operate within the Town in accordance with all applicable laws and regulations.
- (b) In analyzing the information provided pursuant to section 11-62(11) and (12) hereof, the ~~Administrative Assistant to the Mayor~~ Town shall consider the number and seriousness of the specific incidents listed and whether any penalty imposed has been satisfied.
- (c) Standard permit conditions:
 - i. hours of service will be limited to the hours of 7:00 a.m. to 9:00 p.m.; and
 - ii. all pickup of food and other putrescents shall be at least twice a week, regardless of the size of the container; and
 - iii. service will not be discontinued unless written notice is delivered to the address receiving the service ten (10) days prior to the discontinuance of service, with a copy of the notice being sent to the Town Manager's Office.

~~Sec. 11-64. - Application and permit fees.~~

(d) The fee for a permit shall be set by resolution by the Town Commission. ~~five hundred fifty dollars (\$550.00) in addition to an application fee of fifty dollars (\$50.00). All permits shall expire each October 1st. However, if a permit is granted for a period of less than six (6) months, the fee shall be two hundred seventy-five dollars (\$275.00) in addition to an application fee of fifty dollars (\$50.00). A new application and fee are required for each permit.~~

~~Sec. 11-65. - Permit fee an operational expense.~~

~~It is understood and agreed that the license fee paid pursuant to this division shall not be added on as a separate item on the trash collection bills, but rather shall be considered as an operational expense of the waste hauler. WHY?~~

~~Sec. 11-66. - License fee rebate.~~

~~The waste hauler may produce audited billing evidence satisfactory to the Town Administrative Assistant to the Mayor and in order to receive the difference between the license fee paid and seven (7) per cent of the waste hauler's billings for the preceding license period in the Town of Pembroke Park as a rebate.~~

~~Sec. 11-67. - Filing and updating customer list.~~

~~All persons who hold a current permit or license for solid waste collection must file a current customer list with the Town Administrative Assistant to the Mayor and must update such list with the Administrative Assistant to the Mayor on a semi-annual basis.~~

~~Sec. 11-68. - Reporting account changes.~~

~~All changes in accounts, whether additions or deletions, shall be reported in writing to the Town Administrative Assistant to the Mayor within three (3) days of such change.~~

~~Sec. 11-69. - Appeal of permit refusal.~~

~~Any person who applies for a permit for solid waste collection and is refused such a permit may appeal directly to the Town Commission for a review of the decision of the Administrative Assistant to the Mayor.~~

(strikethrough = deletion; underline = addition)

Sec. 11-70. - Contents of appeal.

The appeal shall be forwarded in writing to the Clerk-Commissioner for placement on the Commission agenda and shall state:

- (1) The grounds for appeal, with specificity.
- (2) Why, in the opinion of the applicant, the ~~Administrative Assistant to the Mayor~~ Town erred in not issuing a permit to the applicant.

Sec. 11-71. - Denial of permit, refund of permit fee.

If a permit application is denied and no appeal is taken under sections 11-69 and 11-70, or if the Town Commission upholds the ~~Administrative Assistant to the Mayor's~~ denial of a permit, the ~~Town Administrative Assistant to the Mayor~~ shall refund the money submitted under section 11-64, less fifty dollars (\$50.00), which is to be retained as the application fee.

Sec. 11-72. ~~Violation of division; r~~Revocation of permit; review.

Should any person who holds a permit for solid waste collection violate any of the provisions of this division or fail to do a required act by this division, ~~he~~ Solid waste permits shall be subject to the following:

- (1) Should the ~~Town Administrative Assistant to the Mayor~~ determine that a permittee is operating in a manner harmful to the health, safety or welfare of the citizens of the Town public, the Town shall revoke the permit or place the permit holder in a probationary period, as set forth herein based upon the requirements of section 11-62, 11-63, 11-64, 11-67 or 11-68 herein, or in violation of any of said requirements, he shall notify the Clerk-Commissioner of that fact in writing. If the Clerk-Commissioner concurs with the determination of the Administrative Assistant to the Mayor, the Clerk-Commissioner shall place on the Town Commission agenda the matter of revoking the permit for collection of solid waste. The determination as to permit revocation shall be made by the Town Commission.
- (2) Such agenda item shall be publicly advertised in a newspaper of local circulation and written notice of the charges against the permittee shall be sent to it at least fourteen (14) days in advance and shall also contain the date, time and place of such agenda item.
- (3) After consideration of the matter, and allowing the permittee to be heard, the Town Commission may shall revoke the solid waste permit or shall place the permit holder on a time certain probationary period with enumerated conditions regarding what the permit holder must do to in order for the probation to be abated. The Town Commission may only allow the solid waste permit holder to continue to operate during the probationary period if the permit holder can ensure the health, safety and welfare of the public during the probationary period. If at the end of the probationary period, the permit holder has not met the conditions enumerated in the probation, the permit shall be revoked. The criteria to be used by the Town Commission shall be the criteria set forth in sections 11-2, 11-3, 11-4, 11-7 and 11-8.
- (4) ~~Should the permit be revoked, the former permittee may seek review of such action before the Town Commission within three (3) months of the date of revocation. The Town Commission may then reverse or refuse to reverse its action. Only one (1) such review shall be given within a twelve-month period.~~

Sec. 11-73. - Solid waste defined; processable waste, unprocessable waste; unacceptable waste.

For the purpose of this division, solid waste shall mean "processable waste" and "unprocessable waste" as herein defined:

- (1) Processable waste shall mean that portion of the solid waste stream which is capable of being processed in a mass burn resource recovery facility, including, but not be limited to, all forms of household and other garbage, trash, rubbish, refuse, combustible agricultural, commercial and light industrial waste, commercial waste, leaves and brush, paper and cardboard, plastics, wood

(strikethrough = deletion; underline = addition)

and lumber, rags, carpeting, occasional tires, wood furniture, mattresses, stumps, wood pallets, timber, tree limbs, ties and logs, not separated and recycled at the source of generation, but excluding unacceptable waste and unprocessable waste, except, to the extent consistent with the regulatory and permit requirements applicable to the processing of waste by a mass burn resource recovery facility, such minor amounts of such waste (other than hazardous waste) as may be contained in the normal processable waste stream.

- (2) Unprocessable waste shall mean that portion of the solid waste stream that is predominantly noncombustible and therefore, should not be processed in a mass burn resource recovery system. Unprocessable waste shall include, but not be limited to, metal furniture and appliances, concrete rubble, mixed roofing materials, noncombustible building debris, rock, gravel and other earthen materials, equipment, wire and cable, and any item of solid waste exceeding six (6) feet in any one of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight (8) inches could be contained within such solid mass portion, and processable waste (to the extent that it is contained in the normal unprocessable waste stream). This term excludes unacceptable waste.
- (3) Unacceptable waste shall mean motor vehicles, trailers, comparable bulky items of machinery or equipment, highly inflammable substances, hazardous waste, sludges, pathological and biological wastes, liquid wastes, sewage, manure, explosives and ordinance materials, and radioactive materials. Unacceptable waste shall also include any other material not permitted by law or regulation to be disposed of at a landfill unless such landfill is specifically designed, constructed and licensed or permitted to receive such material. None of such material shall constitute either processable or unprocessable waste.

Sec. 11-74. - Penalty for violation.

Any individual, firm or corporation that shall violate any of the provisions of this division shall, ~~upon conviction thereof, be punished by a fine not to exceed five hundred dollars (\$500.00) or~~ as allowed by law. Each day any violation of any provision of this division shall continue shall constitute a separate offense. ~~In addition, any person, firm or corporation violating the provisions of this division shall be subject to the jurisdiction of the Town of Pembroke Park Code Enforcement Board as heretofore established.~~

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 it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and the sections may be renumbered, or re-lettered, ordinance may be changed to "section", "article" or such other appropriate word or phrase in order to accomplish such intentions.

(strikethrough = deletion; underline = addition)

Section 4: 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 5: That this Ordinance shall be in force and take effect as provided by law.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2021.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2021.

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

MELISSA P. ANDERSON, ESQ
Town Attorney

AGENDA ITEM REPORT



To:

Subject: Procurement Code Ordinance

Meeting: 10 13 2021 DRAFT REGULAR COMMISSION MEETING - Oct 13 2021

Department: Legal

Staff Contact: Melissa Anderson, Town Attorney

BACKGROUND INFORMATION:

The Town of Pembroke Park finds it in the best interest of the Town to revise its Procurement Code in order to streamline and delineate procurement procedures and to ensure that the Procurement code is up to date and in compliance with local, state and federal regulations.

FINANCIAL IMPACT:

Increases the amount of spending requiring Commission approval to \$10,000 or more.

POLICY IMPLICATIONS:

Allows Town Manager to approve spending on goods and services for \$10,000 or less.

RECOMMENDATION:

Recommend the Commission approve the Procurement Code Ordinance

Harry Taubenfeld, Finance &
Budget Director

JC Jimenez, Town Manager

Status:

Approved - May 06 2021

Approved - May 07 2021

ORDINANCE NO. 2021-006

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING ARTICLE V "PROCUREMENT" BY DELETING THE EXISTING ARTICLE IN ITS ENTIRETY AND REPLACING IT WITH THE NEW ARTICLE V "PROCUREMENT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Florida Constitution, grants municipalities the power to conduct municipal government, perform municipal functions and render municipal services; and

WHEREAS, Section 166.021, Florida Statutes, referred to as the Municipal Home Rule Powers Act, grants all municipalities the expansive home rule power contemplated by the Florida Constitution; and

WHEREAS, the Town of Pembroke Park (the "Town") finds it in the best interest of the Town to revise its Procurement Code in order to streamline and delineate procurement procedures and to ensure that the Procurement code is up to date and in compliance with local, state and federal regulations.

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

Section 1: Article V "Procurement" shall be deleted in its entirety (attached hereto as Attachment A is a strikethrough of the deleted code) and shall be replaced as follows:

ARTICLE V. – PROCUREMENT

Sec. 2-120. – Purpose. The Town wishes to provide for the purchase of the highest quality and best value of goods and services at fair and reasonable cost, and ensure equitable treatment of entities doing business with the Town. The Town's procurement code shall:

- (a) Establish policies governing all purchases and contracts;
- (b) Encourage and promote fair and equal opportunity for all entities doing business with the Town;
- (c) Obtain goods and services of good quality and appropriate quantity at fair and reasonable cost for the Town;
- (d) Permit the continued development of procurement policies and procedures through the promulgation of internal procedures (Procurement Manual), containing administrative regulations and internal processes of procurement;
- (e) Foster effective broad-based competition within the free enterprise system; and,
- (f) Provide safeguards for the maintenance of a procurement system of quality and integrity.

Sec. 2-121. Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Agreement. See Contract.

Award. The selection of a bidder, proposer, or offeror prior to issuance of a purchase order or contract.

Best interest of the Town. A term which grants the Town manager or Town manager's designee the discretion to take the most advantageous action on behalf of the Town.

Best value. A procurement method that emphasizes value as much as, or more than, price. Best value may be based on, but not be limited to the following: the competitive solicitation evaluation criteria, subsequent discussions, presentations, demonstrations, negotiations, past performance, project management experience, prime contractor qualifications, sub-contractor qualifications, similar project's completed, adequacy of facilities or equipment, technology, location, sustainability, diversity, contract terms and conditions, project completion time, technical solutions, and pricing.

Bid. A formal written price offer by a vendor offering to furnish specific goods or services to the Town in response to an invitation to bid.

Business. See Firm.

Chief procurement officer (CPO). The procurement and contracts manager, who is the individual in charge of and responsible for centralized procurement for the Town.

Competitive solicitation. Competitive procurement via any of the following procurement solicitation methods: invitation to bid, request for information, request for proposals, request for qualifications, invitation to negotiate, or any other methodology which may be used to competitively select vendors to perform the delivery of goods and services to the Town.

Construction services. means all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property.

Consultant. A firm providing professional services for the Town.

Consultants' Competitive Negotiation Act (CCNA). F.S. § 287.055, pertaining to the acquisition of architects, engineers, land surveyors, landscape architects, and mapping services.

Contract. All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

Contractor. Any firm having a contract with the Town. Also referred to as a "Vendor".

Contractual services. Any services provided to the Town through contract, and includes, but shall not be limited to, security, maintenance and cleaning services; and the repair or maintenance of equipment and machinery or other Town-owned personal property.

Cooperative procurement. The action taken when two (2) or more public entities combine their requirements to obtain advantages of volume purchases including administrative savings and other benefits; a variety of arrangements whereby two (2) or more public entities purchase from the same supplier or multiple suppliers using a single solicitation. Cooperative procurement efforts may result in contracts that other public entities may "piggyback".

Debarment. Permanent prohibition of a vendor or contractor engaging in future procurement actions with the Town.

Design-build contract. A single contract with a design-build firm for the design and construction of a Town construction project.

Designee. An authorized representative of a person holding a position of authority.

Emergency purchase. A purchase made due to an unexpected and urgent request where health and safety or the conservation of public resources is at risk.

Firm. Any corporation, partnership, individual, sole proprietorship, limited liability company, joint stock company, joint venture, governmental body or other legal entity.

Goods. Anything purchased other than services or real property.

Internal procedures of procurement. Those appropriately promulgated directives having general or particular applicability designed to implement or interpret this article, or describing organization, procedure, processes, or practice requirements as prescribed by the chief procurement officer. Such directives shall be included in the Town's Procurement Manual.

Invitation to bid (ITB). The solicitation document used for soliciting competitive sealed bids for goods or services.

Invitation to negotiate (ITN). All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the Town may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

Piggyback. A form of intergovernmental purchasing in which the Town will be extended the pricing, terms, or conditions of a competitively solicited contract entered into by another public entity; also referred to as accessing another public entity's contract.

Procurement. All functions pertaining to buying, purchasing, renting, leasing, contracting for, or otherwise acquiring any goods, supplies, services, professional services, capital improvement and construction projects, including description of requirements, solicitation and selection of sources, negotiations, preparation, award and execution of contracts and orders. Procurement may also include the combined functions of purchasing, inventory control, transportation, receiving, inspection, storekeeping, salvage and disposal operations.

Procurement Manual. The administrative regulations which implement this article and the internal procedures of procurement services and describes rules, regulations, policies and procedures to be followed by procurement services and the departments it serves.

Professional services. Services, the value of which is substantially measured by the professional competence of the person performing them, and which are not susceptible to realistic competition by cost of services alone, rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training, or direct assistance. Professional services shall include, but not be limited to, services customarily rendered by architects, engineers, surveyors, certified public accountants, financial experts, attorneys, planners, lobbyists, and consultants.

Proposal. The response to a competitive solicitation that addresses a proposer's experience, qualifications, approach and other factors that may be required by the Town in the solicitation documents.

Public entity. A county or municipal government, school board, school district, authority, special taxing district, other political subdivision, or any office, board, bureau, commission, department, branch, division, or institution thereof.

Purchase order (PO). A document, including electronic document, by which the Town acquires goods and services at a stated price, specifying all the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule, terms of payment, and transportation.

Request for information (RFI). A non-binding method whereby the Town publishes its need for input from interested parties for an upcoming solicitation. A procurement practice used to obtain comments, feedback or reactions from potential suppliers (contractors) prior to the issuing of a solicitation. Generally, price or cost is not required. Feedback may include best practices, industry standards, technology options, preferred timeframes, innovative approaches, or other related criteria.

Request for proposals (RFP). A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may or may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs shall include price criteria.

Request for qualifications (RFQ). A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

Responsible vendor, bidder, offeror, or respondent. A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the Town.

Responsive vendor, bidder, offeror, or respondent. A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

Services. The furnishing of labor, time, skill, expertise, or effort by a consultant or a contractor rather than providing specific goods and commodities. Such services may include, but not be limited to: general consultations, construction, operation, repairs, maintenance, studies, reports, and technical and social services. This term shall not include employment agreements or collective bargaining agreements for purposes of this article.

Sole source. An item that is the only one (1) that will produce the desired results, or fulfill the specific need, and the item is available from only one (1) source of supply.

Specifications. A precise description of the physical or functional characteristics of a good, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply or service for delivery. It may also include a reference to a specific name brand name, model, or equal.

Supplies. All tangible items purchased or consumed by the Town.

Suspension. The temporary prohibition of a vendor or contractor from doing business with the Town for a period not to exceed two (2) years.

Unauthorized purchase. Any item(s) or service(s) that is purchased in a manner that is inconsistent with this article or the Procurement Manual, including any item or service that is: (a) Purchased without sufficient funds as determined by finance, or (b) Splitting orders of the same or like materials/requirements into two (2) or more individual purchases with the intention of circumventing the competitive solicitation requirements.

Vendor or supplier. A supplier of goods or services.

Sec. 2-122.Chief Purchasing Officer.

The Town Manager, or his or her designee, shall be the Town's Chief Purchasing Officer ("CPO"). The CPO shall serve as the principal officer for the contracting and/or purchase of goods and services and shall have the authority to approve all purchases, contracts, change orders, and purchase orders for the purchase of goods and services, provided they are in conformance with the Procurement Manual, the law, and all applicable rules and regulations. The chief procurement officer may delegate rights, powers, and authority vested in the CPO to subordinate procurement services employees, or other Town staff, when deemed necessary by the chief procurement officer, provided such staff shall comply with all applicable laws, ordinances, resolutions, rules and procedures established by the Town. The CPO shall have the authority to do as follows:

- (a) Purchase or lease or contract for the purchase or lease of commodities or services required for or by the Town, in accordance with purchasing procedures prescribed in this article and in accordance with such administrative policies and procedures as the Town may prescribe for internal management and operation of the purchasing office;
- (b) Negotiate and recommend execution of contracts for the purchase of commodities or services;
- (c) Act to procure for the Town the needed quality in commodities or services at the least expense;
- (d) Encourage uniform bidding and full and open competition on all purchases;
- (e) Prepare revisions and amendments to the purchasing regulations set forth herein, as necessary, and recommend such revisions and amendments to the Town Commission;
- (f) Prepare policies and procedures governing the purchase of commodities or services for the Town;
- (g) Keep informed of current developments in the field of purchasing, prices, market conditions and new projects;
- (h) Prescribe and maintain such forms as may be reasonably necessary to the operation as well as other rules and regulations;
- (i) Supervise the inspection of all commodities and services purchased to ensure conformance with specifications;
- (j) Transfer surplus commodities between Town departments as needed;
- (k) Maintain a vendors' list, vendors' catalog file and records needed for the efficient operation of the purchasing office;
- (l) Conduct all sales of surplus property that the Town Commission may authorize to be sold as having become unnecessary or unfit for the Town's use;
- (m) Upon direction by the Town Commission, the CPO shall have the power to negotiate options on real property for consideration by the Town commission so long as any good faith deposit money does not exceed the purchasing limits contained in this Article; however, the CPO may not purchase or close on the purchase of real property without the direct authorization of Town commission. All statutory requirements governing the purchase of real property by a municipality shall be complied with. This section does not authorize the CPO to borrow any money on the Town's behalf, including the financing of any purchases that may be made pursuant to this article, without the direct authorization of the Town commission.

2-123. Applicable Laws; County Ethics Ordinance. The Town shall comply with all applicable federal, state and local laws. In the event of a conflict between the provisions of this Article and the County Ethics Ordinance, the County Ethics Ordinance shall control.

2-124. Requirement of good faith. The provisions of this article require all parties involved in the procurement of good or services and the issuance of contracts for the Town to act in good faith.

2-125. Application and Exclusions.

(a) Unauthorized purchases. No officer of the Town shall, except in cases of emergency as specified herein, issue any oral or written purchase order, contract, or conduct open market purchases in any manner unless specifically authorized by this article. The Town shall not be bound by purchases made without proper authorization or in any unauthorized manner. Except as provided in this division, it shall be unlawful for any Town officer or employee under the supervision of the Town manager to order the purchase of any materials or supplies or make any contract for municipal materials or supplies or services within the purview of this division other than through the central purchasing organization, and the Town shall not be bound by any purchase order or contract made contrary to the provisions of this division.

(b) Prohibition against subdivision. No contract or purchase shall be subdivided to avoid the requirements of this article and the Procurement Manual.

(c) Competitive solicitation and selection. The competitive solicitation and selection process provisions of this article shall apply to every purchase by the Town commission and the departments that are under the control of the Town commission, regardless of their fund source, including state and federal assistance monies and grants, except as otherwise specified in this article, or by federal, state or local laws or grant terms and conditions, or as follows:

- (1) Emergency procurements as defined herein.
- (2) Sole source and proprietary procurements as defined herein.
- (3) Real property (land or buildings) purchase, lease or rental.
- (4) Insurance and insurance-related products.
- (5) Works of art for public places.
- (6) Goods and/or services accepted by the Town via grant, gift, or bequest.

(d) Exclusions. The mandatory commission approval amount and the competitive solicitation and selection processes set forth in this article shall not apply to the following:

- (1) Contracts with, and purchases from, other public entities, i.e.: public state colleges, public state universities, federal government agencies, state governments, county governments, Town governments, government school boards, county sheriff's offices, and other government entities.
- (2) Utilities, including water, wastewater, sewer, gas, electric, or other utilities as defined by law.
- (3) Cable and satellite television services.
- (4) Magazine subscriptions, periodicals, and publications.
- (5) Membership dues for trade or professional organizations.
- (6) Travel and training expenses for employees.
- (7) Items purchased for resale.
- (8) Advertisement: radio, newspapers, magazines, professional organizations, trade shows, television, and any other related media.
- (9) Shipping services, including postage, overnight delivery, and courier services.
- (10) Copyrighted materials or patented works, including books, maps, periodicals, testing or instructional materials.
- (11) Governmental fees.
- (12) Regulatory or government licenses and permits.
- (13) Real estate transaction-related costs, including closing/processing fees, abstracts of titles, title insurance.
- (14) Durable medical equipment (DME).
- (15) Professional services, including:
 - a. Court reporter services.
 - b. Medical services, including wellness activities and pharmacy services.
 - c. Animal services, including veterinary services and the acquisition or training of animals.

- d. Legal services.
- e. Expert witnesses.
- f. Entertainers.
- g. Teaching, training and specialized services.
- h. Recreational program instructors.
- i. Professional services when used by the Town in the settlement and administration of workers' compensation and liability claims, such as:
 - 1. Private investigators and workplace investigators.
 - 2. Claim adjusting services.
- (16) On-going maintenance and support of existing software/hardware.
- (17) Purchases of goods or services for which the provisions of this article are waived by the Town commission by resolution.
- (18) Direct material purchases. Purchases of materials, equipment, prefabricated elements and components, appliances, fixtures, and other goods, pursuant to a program contained in a construction contract that has been awarded in accordance with any provision of this article, whereby the Town makes such purchases directly.
- (19) Services provided by, or in partnership with, institutions of higher learning, not-for-profit organizations, state sponsored institutions, and other governmental and public agencies.
- (20) Purchases from contracts established by local, state, or national cooperative procurement organizations, Federal General Services Administration, and the State of Florida contracts.
- (21) Purchase for services and facilities at hotels, motels, restaurants and similar facilities for Town sponsored events.
- (22) Products purchased from the blind, and other severely impaired persons (RESPECT) in accordance with F.S. §§ 413.032, 413.033 and 413.036.
- (23) Products purchased from the Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE), in accordance with F.S. § 946.515.
- (24) Publications from publishers or exclusive distributors of such publications.
- (25) Media such as movies, slides, videos, and similar forms of media.

2-126. Purchasing and related transactions.

- (a) Except as otherwise exempted or provided herein, or by state or federal law, the procurement of all goods, supplies, material, equipment, services and combinations of goods and services by or on behalf of the Town, including those transactions through which the Town shall receive revenue, in an amount equal to or in excess of the mandatory commission approval amount, shall be solicited by a competitive selection process, such as: the competitive sealed bidding (ITB) process, competitive sealed proposal (RFP) process, the request for qualifications (RFQ) process, or the competitive negotiations (ITN) process, or other methods, as determined by the CPO.
- (b) The use of electronic media, including acceptance of electronic signatures, is authorized consistent with F.S. Ch. 668, as may be amended, for use of such media, when practical or appropriate.
- (c) Evaluation and negotiation teams shall be considered dissolved upon award or rejection by the Town for any specific competitive solicitation.
- (d) The Town manager is delegated the authority to execute contracts for purchases that have been approved by the Town commission.

2-127. Administrative authority to issue change order.

- (a) The Town manager or the Town manager's designee is authorized to issue a change order or multiple change orders increasing the adjusted contract price of any contract awarded by the Town commission up to a cumulative maximum amount of ten percent (10%) of the adjusted contract value. For purposes herein, "adjusted contract value" means the original contract value or the contract value resulting from Town commission-approved change orders or contract amendments.

(b) The Town manager or the Town manager's designee is authorized to issue a change order increasing the value of a contract awarded by the Town commission in excess of the amount set forth in (a) of this section where the increase is necessary to effect emergency repairs or replacements, due to exigent circumstances encountered during the performance of the contract, or to prevent increased costs due to reasonable delay claims by the contractor. A full report of change orders exceeding the amount set forth in subsection (a) of this section shall be submitted to the Town commission at the earliest available commission meeting.

2-128. Procurement Amount Thresholds.

(a) The Town Manager, or designee, may authorize the purchase of services or commodities in an amount of Ten Thousand Dollars (\$10,000) or less without the approval of the Town Commission.

(b) The purchase of services or commodities in the amount of greater than Ten Thousand Dollars (\$10,000), requires the prior approval of the Town Commission at a regular or special meeting, except as may otherwise be provided in this article.

(c) The purchase of services or commodities in the amount of five thousand dollars (\$5,000.00) or greater shall be permitted only after written proposals from at least two (2) different sources are received by the Town for consideration, and the Town approves the most responsible and responsive proposal.

(d) The purchase of services or commodities in the amount of ten thousand dollars (\$10,000.00) or greater shall be permitted only after written proposals from at least three (3) different sources are received by the Town Commission for consideration, and the Town Commission approves the most responsible and responsive proposal.

(e) The purchase of services or commodities in the amount of twenty-five thousand dollars (\$25,000.00) or greater shall be permitted only after a competitive solicitation process (as defined in this chapter) and the Town Commission approves the most responsible and responsive proposal.

2.129. Methods of procurement.

The CPO shall determine the appropriate method of source selection for each procurement, including but not limited to the following:

(a) *Competitive sealed bid process.*

(1) Invitation to bid. The invitation to bid ("ITB") solicitation document shall include the specifications and all contractual terms and conditions applicable to the procurement.

(2) ITBs may include pricing for the life cycle cost of items and shall be awarded to the lowest responsive and responsible bidder, considering all pertinent qualifications of the recommended awardee.

(b) *Competitive sealed proposal process/Request for Proposal.* The Town may use a request for proposal ("RFP"), when it is determined by the CPO that the use of competitive sealed bidding is either not practical, not advantageous to the Town due to the technical or specialized nature of the goods and/or services sought, or best value procurement will result in selection of the best qualified vendor/contractor at a reasonable price.

(c) *Request for qualifications ("RFQ") process.*

(1) The services of professional architects, engineers, landscape architect, surveyors, and mapping services shall be acquired in accordance with F.S. § 287.055, and as further delineated in the Procurement Manual.

(2) Continuing contracts for these services may be solicited and entered into on a rotational basis between at least three (3) firms, in accordance with F.S. § 287.055(2)(g), as may be amended, and as further delineated in the Procurement Manual.

(d) *Competitive negotiations process.*

(1) When the CPO determines that the use of competitive negotiations is advantageous to the Town, the competitive negotiations process may be used. An invitation to negotiate ("ITN") may be the solicitation method.

(2) The goal of an ITN is to obtain proposals from interested and qualified firms so that the Town may enter into negotiations with the firm or firms determined most capable of providing the required supplies and services.

(3) The ITN document will supply the firms with information necessary to understand the need; however, the terms, scope of work, price, method of delivery, conditions of performance, and approaches of the project may be open to consideration and negotiations, including simultaneous negotiations with the most qualified firms.

(4) ITNs may not be used for procuring professional services addressed by F.S. Ch. 287.055 (the "Consultants' Competitive Negotiation Act").

(e) *Request for information process.* When it is considered impractical to prepare a purchase description to support an award based on price or detailed scope of work, any competitive solicitation may be preceded by a request for information ("RFI") requesting the submission of unpriced submittals, which will provide input for the specifications or scope of work to be included in a subsequent competitive solicitation.

(f) *Late competitive responses.* Bids and responses received after the time and date specified in the solicitation document shall not be opened, but will be reported to the Town manager. Only the Town manager may authorize the opening of a late bid or proposal.

(g) *Alternative source selection.*

(1) *Small purchases.* Any purchase for an amount less than the mandatory commission approval amount shall be made in accordance with those procedures promulgated in the Procurement Manual, provided, however, no purchase shall be artificially divided so as to constitute a small purchase under this section.

(2) *Sole source purchases.* The CPO may make or authorize the procurement of goods and/or services, subject to the mandatory commission approval level stipulated in this article, without competitive solicitation when the director of the client department has documented in writing that such good or service is the only item that meets the need and is available through only one (1) source of supply, or when the intent to award through sole source is posted on the Town's website for a reasonable time period, or when a documented research effort by the CPO or designee fails to identify further competing sources of the goods or services. Such written determinations and supporting documentation shall be retained by the CPO for public inspection and auditing purposes. The sole source process shall be further delineated in the Procurement Manual.

(3) *Proprietary purchases.* The CPO may make or authorize the procurement of goods and/or services, subject to the mandatory commission approval level stipulated in this article, without competitive solicitation when the director of the client department has documented in writing that such goods and/or services is proprietary in nature. Such written determination and supporting documentation shall be retained by the CPO for public inspection and auditing purposes. The proprietary purchase process shall be further delineated in the Procurement Manual.

(4) *Emergency purchases.* The Town manager and/or designee may make or authorize emergency purchases as defined herein.

a. In the event of an emergency, such as an equipment failure, catastrophic damage to Town property, or other similar unexpected event, all normal procurement procedures and requirements directly related to such emergency shall be suspended; and with the approval of the Town manager or designee, the head of any department may purchase any required emergency supplies, materials, equipment or services. The head of such department shall send to the CPO, a requisition and copy of the delivery record together with a full justification and circumstances of the emergency.

b. Records of emergency purchases shall be maintained by the CPO. A full report of emergency purchases exceeding the mandatory commission approval amount shall be submitted to the Town commission at the earliest available commission meeting. The emergency purchase process shall be further delineated in the Procurement Manual.

(5) Cooperative purchases.

a. The Town may purchase from any cooperative contract, including but not limited to, term contracts by the State of Florida, Federal General Services Administration, and other governmental or public entity and entities within and outside the State of Florida provided that the cooperative contract is established in compliance with the procurement procedures and requirements of the issuing body, entity, authority, or cooperative. If such other governmental or cooperative contract is utilized, the public notice requirements and the need to utilize the methods of selection processes included in this article and the Procurement Manual are obviated.

b. The Town may purchase from (piggyback) a contract entered into by another governmental or public entity and a provider of supplies or services required by the Town, if the CPO determines that it is practicable and advantageous for the Town to employ this method of procurement. If such other governmental or public entity contract is utilized, the public notice requirements and the need to use the methods of selection processes included in this article and the Procurement Manual are obviated.

c. The cooperative and piggyback procurement processes shall be further delineated in the Procurement Manual.

(6) Design-build services.

a. In accordance with Florida Statutes, the Town may use a competitive solicitation process to establish a design-build contract.

b. The design-build process shall be further delineated in the Procurement Manual which implements this section.

c. Prohibition against contingent fees. Each contract for design-build services shall contain a prohibition against contingent fees as required by Florida Statute.

(7) Capital improvement and construction services. Construction services shall be acquired in accordance with the competitive selection process as determined by the CPO. Performance bonds and payment bonds shall be as stipulated in F.S. § 255.05, as may be amended. Public notice for competitive solicitations related to construction and capital improvement projects shall be in accordance with F.S. § 255.0525(2), as may be amended. The capital improvement and construction procurement process shall be further delineated in the Procurement Manual.

(h) Matters applicable to all competitive solicitations.

(1) Notice inviting competitive solicitations. Notices inviting competitive solicitations shall be published at least one time in a newspaper of general circulation within the county or posted electronically on a centralized Internet website designated by the Town for this purpose, and shall include a general description of the commodities or services to be purchased, a statement of where competitive solicitations may be obtained, and the date, time, and place of the public opening of competitive solicitations. The notice shall be published in accordance with state statutes, but in no event shall the notice be published less than ten calendar days before the bid opening date.

(2) Security (bid bonds). When the estimated cost of a public works contract is \$150,000.00 or higher, or when otherwise deemed necessary by the Town administrator or designee, security in the form of a bid bond issued by a surety company licensed to do business in the state or a cash bond in an amount equal to ten percent of the bid shall be prescribed in the public notices inviting competitive solicitations. A vendor shall forfeit a bid security upon a refusal or failure to execute the contract within ten days after the notice of award of contract has been mailed, unless the Town is solely responsible for the delay in executing the contract.

(3) Next lowest vendor. The Town commission may, upon the refusal or failure of the successful vendor to execute the contract, award the contract to the next lowest vendor.

(4) Bid opening procedures. Sealed written bids shall be returned to the Town and identified as bids on the envelope, together with other information as may be specified in the invitation to bid. Bids shall be opened in public on the date and at the time and place stated in the public notices. A tabulation of all bids received shall be made available to the public within ten days of bid opening.

(5) Rejection of bids. The Town commission may authorize the Town administrator or designee to: (1) Reject all bids; (2) Reject all bids and re-advertise for bids, pursuant to the procedure prescribed in this section; or (3) Reject all bids and direct that the project or service in question be performed by the Town upon determining that such activities are in the best interest of the Town.

(6) Performance and payment bonds. A performance bond and a payment bond, or a "contract bond" combining the elements of a performance and a payment bond, issued by a surety company licensed to do business in the state, may be required before entering into a contract, in an amount at least equal to the contract price or such higher amount as may be found reasonably necessary to protect the best interests of the Town except, in limited circumstances, such as incremental services contracts or blanket purchase orders, where it has been determined by the department director that the potential liability resulting from the performance or payment under the contract is an amount less than the full contract price. The department director, or other authorized person, shall obtain the approval of the Town administrator or designee to require a bond for less than the full contract price before proceeding with the bid process. If such bond is required, the form and amount of the bond shall be described in the notice inviting bids. Bonds required hereunder shall be subject to all other provisions of this section.

(7) Security in lieu of performance and payment bonds. In lieu of the bond required by this section, a contractor may file with the Town, an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in F.S. ch. 625, pt. II (F.S. § 625.50 et seq.). Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required hereunder. The appropriate representative of the Town shall make the determination of the value of the alternative form of security.

2-130. Protests of solicitations.

(a) *Applicability.* This section shall apply to protests of specifications contained in solicitations for the purchase of goods, supplies, equipment, or services.

(b) *Procedure.*

(1) Any person may protest the specifications contained in a solicitation issued by the Town by delivering a letter of specification protest to the CPO between the date of the electronic release of the solicitation and five (5) days prior to the date the bids or proposals are due, excluding Saturdays, Sundays, and holidays observed by the Town. The date on which the letter of protest is received in the office of the CPO shall constitute the date of delivery.

(2) The written protest shall state with particularity the specific facts and any law or ordinance

on which it is based, and shall include any and all pertinent documents and evidence.

(c) *Authority to resolve protests.*

(1) The CPO shall first have the authority to settle and resolve any written protest within seven (7) days from receipt of a timely written protest by sending a written decision to the protesting party by mail or email upholding or denying the protest or staying the award process for further investigation.

(2) The protesting party may appeal to the Town manager a decision by the CPO denying the protest by delivering a notice of appeal to the CPO within three (3) days from the protesting party's receipt of the CPO's decision. Upon receipt of a timely notice of appeal the CPO will forward the protest to the Town manager for consideration. The Town manager may affirm, reverse, or modify the CPO's decision.

(3) The Town's consideration of a timely written protest shall not necessarily stay the solicitation process, as may be in the best interest of the Town. The CPO may recommend to the Town manager to render moot any written protest that is overtaken by events, in which case such protest may be abated and dismissed as determined by the Town manager.

(d) *Timely submittal of a protest or appeal required.* Failure of a person to submit timely a written protest or a notice of appeal to the CPO within the time provided in this section shall constitute a waiver of such person's right to do so.

(e) *Computation of days.* In computing any period of time prescribed or allowed by this protest policy, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or holiday observed by the Town, in which event the period shall run until the end of the next business day which is neither a Saturday nor Sunday, nor a holiday observed by the Town. Service of a protest or a notice of appeal by mail or courier shall not expand the time period allowed for delivery.

(f) *Costs.* Any and all costs incurred by a protesting party in connection with a protest pursuant to this section shall be the sole responsibility of the protesting party.

2-131. Preference to businesses with drug-free workplace programs. The Town hereby adopts by reference F.S. § 287.087, as amended, regarding bidding preferences for businesses with drug-free workplace programs. Whenever two (2) or more bids which are equal with respect to price, quality and service are received by the Town for the procurement of commodities or services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given a preference, provided that the drug-free workplace program complies with F.S. § 287.087, and any other applicable state law. An announcement of this preference shall be included in the bid documents.

2-132. Non-discrimination. Contractors shall not discriminate against any person in its operations, activities or delivery of services. Contractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, pregnancy, sexual orientation, gender identity and expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

2-133. Non-collusion. A bidder shall not collude, conspire, connive or agree, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the service or commodities for which the bid has been submitted. A bidder shall refrain from bidding in connection with such service or commodities and

shall not have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid or of any other bidder, or to fix any overhead profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other bidder, or any person interested in providing the proposed service or commodities.

2-134. Applicability to salaries, benefits. The provisions in this article should not apply to the payment of salaries or other employment benefits to officers or employees of the Town.

2-135. Adoption of Procurement Procedures Manual. The Town Commission shall adopt a Procurement Procedure Manual by resolution to be used by the Town's staff setting forth the policies and rules for billing of accounts due, processing payments received by the Town, purchase orders for procurement of goods or services and such other matters as are necessary for orderly operation of the financial affairs of the Town.

2-136. Debarment and suspensions.

(a) Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity for such party to be heard, the Town Commission, after consultation with the Town Attorney or Town staff, shall have the authority to debar a person or entity for the causes listed in this section from consideration for award of Town contracts. The debarment shall be for a period of not fewer than three (3) years. The Town Manager, the Chief Procurement Officer or the Using Department shall also each have the authority to suspend a contractor from consideration for award of Town contracts when there is probable cause for debarment pending the debarment determination by the Town Commission.

(b) Causes for debarment or suspension. Causes for debarment or suspension include the following:

(1) Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private contractor, subcontract, or incident to the performance of such contract or subcontract;

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;

(3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;

(4) Violation of Town's contract provisions, which violation is regarded by the Chief Procurement Officer or Using Department to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Town contract or to perform within the time limits provided in the Town contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;

(5) Debarment or suspension of the person or entity by any federal, state, or other governmental entity; or

(6) Any other cause judged by the Town Commission to be so serious and compelling as to affect the responsibility of the person or entity performing Town contracts.

(c) Debarment and suspension decisions. Subject to the provisions of this section the Town Attorney shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the debarred or suspended party.

2-137. Surplus property.

(a) Disposal of surplus property. The Town may sell, trade or otherwise dispose of surplus and obsolete personal property belonging to the Town either by sale, barter or exchange, by competitive sealed bid, public auction, cannibalization, trade in or any other means of disposal as may be appropriate and in the best interests of the Town. Disposal of surplus or obsolete personal property requires prior approval by the Town Commission. No employee may purchase any such property without Town Commission approval.

(b) Donation of surplus property. Surplus property may be donated by Town Commission approval, in any manner as the Town Commission deems fit.

* * *

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 it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and the sections may be renumbered, or re-lettered, ordinance may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 4: 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 5: That this Ordinance shall be in force and take effect as provided by law.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2021.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2021.

ATTEST:

REYNOLD DIEUVIELLE
Clerk-Commissioner

GEOFFREY JACOBS
Mayor-Commissioner

Approved as to form and legal sufficiency

Melissa P. Anderson
Town Attorney

ARTICLE V. -- PROCUREMENT

Sec. 2-121. -- Definitions.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Addenda or addendum. Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the contract documents.

Business location. A permanent office or other site where the vendor operates, conducts, engages in, or carries on all, or a portion of, its business. A post-office box shall not be sufficient to constitute a business location.

Change order. Changes, due to unanticipated conditions or developments, made to an executory contract, which do not substantially alter the character of the work contracted for, and which do not vary so substantially from the original specifications as to constitute a new undertaking. The changes must reasonably and conscientiously be viewed as being in fulfillment of the original scope of the contract rather than as departing therefrom. Further, the changes, when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.

Chief Procurement Officer. The individual responsible for the procurement of commodities and services as well as the management and disposal of commodities. The Town Finance and Budget Director is the ex-officio Chief Procurement Officer.

Town Standard Commodities. Those situations where the Town has determined that a particular style, brand, make, or model is the only type that meets the Town's requirements for performance, compatibility or other salient characteristics.

Commodities. Personal property, including, but not limited to, goods, supplies, apparatus, equipment, material and other forms of tangible personal property.

Contractor. Any person or business entity having a contract with the Town.

Cooperative purchasing. Situations where the Town participates in joint procurement of commodities or services with other public entities within the state, in order to obtain lower prices through greater purchasing volume.

Invitation for bid. A written solicitation for competitive sealed bids with the title, date and hour of the public bid opening designated therein and specifically defining the commodities or services for which bids are sought. The invitation for bid shall be used when the Town is capable of specifically defining the scope of work for which a service is required or when the Town is capable of establishing precise specifications defining the actual commodities required. The invitation for bid shall include instruction to bidders, plans, drawings and specifications, if any, bid form and other required forms and documents to be submitted with the bid.

Purchase order. A document by which the Town acquires goods and services at a stated price, specifying all the terms and conditions of a proposed transaction, such as a description of the required items, delivery schedule, terms of payment and transportation.

A purchase order is required for purchases of goods or services in an amount greater than one thousand five hundred dollars (\$1,500.00). The Chief Procurement Officer is authorized to pay the amount stated in the purchase order after Town Commission approval.

Quotations. Unsealed facsimile or written bids for commodities or services.

Request for letters of interest. A written solicitation for offers with the title, date and hour of the submission deadline designated. A request for letters of interests shall include, but is not limited to, general information and submission deadline. The Town shall engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose

of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion.

Request for proposals. A written solicitation for competitive sealed proposals with the title, date and hour of the public opening designated. A request for proposals shall include, but is not limited to, general information, functional or general specifications, a statement of work, proposal instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any other evaluation criteria. The Town may engage in competitive negotiations with responsible proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

Request for qualifications. A written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include, but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The Town may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

Responsible bidder, responsible offeror, or responsible proposer. A person or business entity having the capability in all respects to perform fully the contract requirements and sufficient experience, ability, reliability, capacity, facilities, equipment, financial resources and credit to give the Town a reasonable expectation of good faith performance, determined solely within the Town's discretion.

Responsive bidder, responsive offeror, or responsive proposer. A person who has submitted a bid, offer, or proposal that conforms in all material respects to the invitation for bid, request for letters of interest, request for qualifications, or request for proposals, determined solely within the Town's discretion.

Services. The furnishing of labor, time or effort by a contractor, not involving the delivery of a specific end-product other than reports that are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

Sole source. The commodities or services are available from only one (1) responsible vendor. Specific criteria for sole source purchases is set forth in the Procurement Procedures Manual.

Surplus property. Any personal property belonging to the Town that is capable of being used, but is in excess of the normal operating requirements of the Town or which is no longer being used or which has become obsolete, worn out or scrapped.

Using department. Any department, agency, commission, bureau or other unit in the Town government using commodities or procuring services as provided in this article.

Sec. 2-122.—Procurement responsibility.

The procurement of commodities and services shall be under the supervision of the Chief Procurement Officer, or designee.

Sec. 2-123.—Compliance required.

It shall be unlawful for any Town officer or employee to purchase any commodities or services or make any contract within the purview of this article unless there has been compliance with the requirements of this article. Any purchase made or contract executed contrary to the provisions hereof shall be null and void, and the Town shall not be bound thereby.

~~Sec. 2-124. Procurement of commodities or services in an amount less than \$25,000.00.~~

- ~~(a) The Town Manager, or designee, or designee of the Town Commission, may authorize the purchase of services or commodities in an amount less than one thousand five hundred dollars (\$1,500.00) without the approval of the Town Commission.~~
- ~~(b) The purchase of services or commodities in an amount in excess of one thousand five hundred dollars (\$1,500.00) requires the prior approval of the Town Commission at a regular or special meeting, except as may otherwise be provided in this article.~~
- ~~(c) The purchase of services or commodities in excess of five thousand dollars (\$5,000.00) shall be permitted only after written competitive proposals from at least two (2) different sources are received by the Town Commission for consideration, and the Town Commission approves the most responsible and responsive proposal.~~
- ~~(d) The purchase of services or commodities in excess of ten thousand dollars (\$10,000.00) shall be permitted only after written competitive proposals from at least three (3) different sources are received by the Town Commission for consideration, and the Town Commission approves the most responsible and responsive proposal.~~

~~Sec. 2-125. Regular, recurring procurements.~~

~~The Town Commission may, by resolution from time to time, provide for the payment of certain services or commodities which are procured on a regular or recurring basis, either pursuant to contract or otherwise, without the requirement of a purchase order for same, or the submission of such invoice to the Town Commission for individual approval.~~

~~Sec. 2-126. Competitive bidding or competitive proposals required; exceptions.~~

- ~~(a) A purchase of or contract for commodities or services that is estimated by the Chief Procurement Officer or Using Department to cost more than twenty-five thousand dollars (\$25,000.00) shall be based on competitive bids or competitive proposals as determined by the Chief Procurement Officer or Using Department, except as specifically provided herein.~~
- ~~(b) For all capital improvement projects where the services of professional architectural, engineering, landscape architectural, or survey and mapping services are required, the Chief Procurement Officer or Using Department, with the approval of the Town Commission, shall determine the project delivery method to be utilized to complete the project, and shall present the recommendation as part of the request for approval of bid advertisement as required in section 2-127.~~
- ~~(c) Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:~~
 - ~~(1) *Emergency purchases.* In urgent cases of compelling emergency that require the immediate purchase of commodities or services, the Town Manager, or designee, is empowered to waive competitive bidding or competitive proposals and authorize the Chief Procurement Officer, or designee, to secure by open market procedure any commodities or services, notwithstanding the estimated cost of the commodities or services.~~

~~It is recognized that not all situations or occurrences can be anticipated. Emergency situations may include, but are not limited to, imminent danger to life safety, health, property or breakdowns of equipment that may cause serious curtailment of services to residents. Examples of these purchases are repairs for vehicles, broken water and sewer lines, and hurricane or other disaster purchases during a declared disaster. Any department head who authorizes an emergency purchase pursuant to this section must seek oral or written approval from the Town Manager, or designee, (only required during normal business hours), and must provide a written explanation of the emergency to the Town Manager, or designee, as early as possible, but not later than twenty-four (24) hours after the purchase and provide a copy of written explanation to the Finance and Budget Department. Town Commission confirmation shall be required when the amount of the emergency purchase exceeds one thousand five~~

hundred dollars (\$1,500.00). Emergency purchasing procedures may not be implemented to procure goods or services required to perform normal Town operations. Failure to anticipate normal operating needs shall not be considered grounds for an emergency situation.

- (2) ~~Professional services.~~ Contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding, or competitive proposals, are exempt from this section; however, state laws, such as the Consultants' Competitive Negotiation Act (CCNA) to the extent applicable, shall be followed.
- (3) ~~Town standard, single source and sole source commodities or services.~~ Town standard, single source and sole source commodities or services are exempt from this section.
- (4) ~~Disaster preparedness.~~ Contracts for purchases of commodities or services that are made in contemplation and preparation for and in response to the occurrence of a natural or man-made disaster or civil unrest, where time or availability rather than price is the controlling factor, are exempt from this section.
- (5) ~~Utilization of other governmental agencies' contracts.~~ Commodities or services that are the subject of contracts with the State of Florida, its political subdivisions or other governmental entities located within the State of Florida, including the United States government, are exempt from this article, provided, however, that this section shall apply only if the contract expressly permits or if the awarding jurisdiction or the vendor agrees to allow the Town to purchase on the same terms and conditions, and if either:
 - a. The commodities or services are the subject of a price schedule negotiated by the state or federal government or by competitive bid by another Florida governmental agency and not on any preference; or
 - b. The price offered for the commodity or service exactly equals or is lower than the governmental contract from vendors awarded the governmental contract.

Where an award is made pursuant to this section, the terms and conditions agreeable to the Town may be used in lieu of those terms and conditions of the contract with the other governmental agency.

- (6) ~~Cooperative purchasing.~~ Cooperative purchasing plans are exempt from this section.
- (7) ~~Exclusions from competitive procurement requirement.~~ The following contractual services are not subject to the competitive procurement requirement:
 - a. Academic program reviews or lectures or seminars by individuals;
 - b. Health services involving examination, diagnosis, treatment, prevention, medical consultation or administration;
 - c. Artistic services which are original and creative in character and skill in a recognized field of artistic endeavor such as music, dance, drama, painting and sculpture, photography, culinary arts, fashion design and the like;
 - d. Maintenance service of equipment when considered to be in the best interest of the Town and recommended by the Using Department and the services to be performed are by the equipment manufacturer, manufacturer's service representative or a distributor of the manufacturer's equipment, the services may be procured without following the competitive sealed bid process;
 - e. Advertising for the purpose of public notifications;
 - f. Utilities, including but not limited to electric, water and communications;
 - g. Copyrighted materials, except computer software; or
 - h. Food, clothing and other promotional items purchased for resale or distribution to the public.

- (8) ~~Additional exclusions.~~ The foregoing enumeration of services deemed to be exempt from the competitive procurement requirements is not intended to be an exhaustive or exclusive list. The Town Manager, or designee, may determine if a contractual service must be procured through the competitive procurement process, if not expressly indicated herein.
- (9) ~~Best interest of the Town.~~ Purchases of and contracts for commodities or services are exempt from this section when the Town Commission declares by a majority affirmative vote that the process of competitive bidding and competitive proposals is not in the best interest of the Town. The Town Commission shall make specific factual findings that support its determination, and such contracts shall not be placed on the Town Commission consent agenda.
- (d) ~~Any other provision of this section to the contrary notwithstanding, Town purchasing shall be conducted in accordance with applicable state law, including F.S. § 180.24 and F.S. § 255.20, as may be amended.~~

~~Sec. 2-127. Competitive bidding procedure.~~

~~The competitive bidding procedures below shall be followed:~~

- (a) ~~Presentation to Town Commission.~~ All competitive bidding or competitive proposal solicitations as defined in section 2-126 shall be presented to the Town Commission for consideration prior to advertisement.
- (b) ~~Advertisement for bids required.~~ Notice of the competitive bid shall be advertised in a newspaper of general circulation in the Town of Pembroke Park not less than ten (10) days prior to the date set forth in the notice for the opening of bids or proposals.
- (c) (1) ~~Bid deposits.~~ When deemed necessary by the Chief Procurement Officer or Using Department, bid deposits or sureties shall be prescribed in the public notice inviting bids. A successful bidder shall forfeit any deposit or surety required by the Chief Procurement Officer or Using Department upon failure on its part to enter into a contract with Town within fifteen (15) days after the bid award.
- (2) ~~Deposit requirements.~~ Each bid, where so required in the bid documents, must be accompanied by a bid bond, a cashier's check or certified bank check in an amount of not less than five (5) percent of the total bid amount. The applicable bid documents will specify the details of individual bid requirements. Unless otherwise stated in the bid documents, the bid security of the successful bidder will be retained by the Chief Procurement Officer until such bidder has executed and furnished to the Town an agreement and required contract security. Upon receipt of the executed agreement and contract security, the bid security will be returned. If the successful bidder fails to execute and deliver the agreement or fails to furnish the contract security within the time required by the bid documents after the notice of award, the Town may cancel the notice of award and the bid security of the successful bidder shall be forfeited to Town. The bid security of other bidders whom the Town determines to have a reasonable chance of receiving the award may be retained by the Town until the time specified in the bid documents. Bid security for bids which are deemed not competitive will be returned within seven (7) days after the bid opening.
- (3) ~~Sureties on performance.~~ All competitive bids seeking commodities or services in excess of twenty-five thousand dollars (\$25,000.00), shall include as a requirement of such advertised bids a performance bond in the total contract amount. The Chief Procurement Officer, in his or her discretion, may require such performance bonds for bids seeking commodities or services in an amount less than twenty-five thousand dollars (\$25,000.00). The Town Manager shall have the discretion to waive the performance bond requirement in the event of an emergency. Any bonding company providing bid surety must be listed on the United States Department of Treasury's Circular 570. Additionally, the bonding company must be rated at least "A," Class VI, by Best's Key Rating Guide, published by A.M. Best Company, and be authorized to do business in the state.

- (d) ~~Addenda.~~ Written addenda will be issued when changes, clarifications or amendments to the invitation for bids are deemed necessary.
- (e) ~~Bid opening procedure.~~
- (1) ~~Sealed bids shall be submitted to the Deputy Town Clerk, or designee, at such location as designated in the bid documents, and shall be identified as bids on the envelope.~~
 - (2) ~~Bids shall be opened in public at Town Hall by the Deputy Town Clerk, or designee, at the time and place stated in the public notice. All bids shall be publicly announced at the time of opening.~~
 - (3) ~~A tabulation of all bids received shall be posted for public inspection.~~
 - (4) ~~No late bids shall be accepted or opened, and, if received after the date and time called for in the bid notice, shall be retained unopened by the Deputy Town Clerk, or designee.~~
 - (5) ~~Failure to properly sign a bid shall invalidate the bid and it shall not be considered.~~
 - (6) ~~All bids opened shall contain a copy of the bid to be filed in the Clerk's office.~~
 - (7) ~~The Town reserves the right to waive any irregularities in the bids, as determined by the Chief Procurement Officer and approved by the Town Manager.~~
- (f) ~~Rejection of bids.~~ The Town Commission may reject any bids, parts of all bids or all bids for any one (1) or more commodities or services included in the proposed contract when the public interest will be served thereby. The Chief Procurement Officer shall not accept a bid from a contractor who is known to be in default on the payment of taxes, licenses or other moneys due the Town.
- (g) ~~Contracts award criteria.~~ Contracts shall be awarded to the lowest responsive, responsible bidder. In determining the "lowest responsive, responsible bidder," the Chief Procurement Officer shall consider:
- (1) ~~The prices contained in the bid;~~
 - (2) ~~The ability, capacity and skill of the bidder to perform the contract or provide the service required;~~
 - (3) ~~Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;~~
 - (4) ~~The character, integrity, reputation, judgment, experience and efficiency of the bidder;~~
 - (5) ~~The quality of performance of previous contracts or services, including, but not limited to, contracts or services with Town;~~
 - (6) ~~The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;~~
 - (7) ~~The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;~~
 - (8) ~~The quality, availability and adaptability of the commodities or services to the particular use required;~~
 - (9) ~~The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;~~
 - (10) ~~The number and scope of conditions attached to the bid by bidder;~~
 - (11) ~~The overall cost to the Town;~~
 - (12) ~~Whether the bidder is involved in any pending litigation with the Town; and~~
 - (13) ~~The best interests of the Town.~~

- ~~(h) *Determination and findings statement.* When the award is not given to the most responsive, responsible bidder, a determination and findings statement shall be prepared by the Chief Procurement Officer and filed with the other papers relating to the transaction.~~
- ~~(i) *Tie bids.*~~
 - ~~(1) If the determination of lowest responsive, responsible bidder results in a tie, the contract may be split when it is to the Town's advantage as determined by the Chief Procurement Officer or Using Department.~~
 - ~~(2) If the Chief Procurement Officer determines not to split the bid, the contract shall be awarded by first preference to businesses with drug-free workplace programs as described in section 2-136, and then by publicly drawing lots.~~
- ~~(j) *Prohibition against subdivision.* No contract for purchase of goods or services may be subdivided to avoid the requirements of this section.~~
- ~~(k) *Inspection of bids.* Inspection of the Town's formal bids and proposals shall be conducted in accordance with applicable state law, including F.S. Ch. 119, as amended.~~

~~Sec. 2-128.—Competitive negotiations.~~

~~When the use of competitive bidding is not in the best interest of the Town for a purchase of, or contract for, commodities or services estimated to cost in excess of twenty-five thousand dollars (\$25,000.00), the commodities or services may be purchased by competitive negotiations. A request for proposals, a request for qualifications, or a request for letters of interest shall be issued by Town in lieu of competitive bidding. Adequate public notice of the solicitation shall be given in the same manner as provided in section 2-127. Other procedural provisions applicable to the sealed bid process shall also apply. To assure full understanding of and responsiveness to the solicitation requirements and full understanding of qualified proposals or offers, discussions may be conducted with qualified proposers or offerors who submit responses determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of responses, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining the best and final proposals or offers. The contract award shall be made to the responsible proposer or offeror whose proposal or offer is determined to be the most advantageous to the Town taking into consideration price and the evaluation factors set forth in the solicitation. No other criteria shall be used in the evaluation. A written summary of the basis on which the award is made shall be included in the contract file.~~

~~Sec. 2-129.—Award of contract.~~

- ~~(a) An initial purchase of, or contract for, commodities or services, in excess of twenty-five thousand dollars (\$25,000.00), shall require the prior approval of the Town Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed. Emergency purchases, however, as described in section 2-126, shall not require advance Town Commission approval. In such emergency situations, the Town Manager, or designee, may approve the purchase or contract, subject to later ratification by the Town Commission. Emergency purchases are to be made only when the normal function and operation of the Town would be hampered to such an extent by submittal of a requisition in the usual manner that it may adversely affect the life, health, safety or welfare of citizens.~~
- ~~(b) Purchases exceeding the sum of seventy-five thousand dollars (\$75,000.00) in the aggregate shall not be purchased from the same person or entity during the course of any fiscal year, unless the purchases are first authorized by the Town Commission. The above provision shall not apply to purchases of utilities or to ongoing contracts.~~

~~Sec. 2-130.—Town Attorney to review and approve form and content of purchasing contracts.~~

The Town Attorney shall review all contracts awarded under this article and shall approve the contracts as to form and content prior to their execution by the appropriate Town officials. Notwithstanding the above, the Town Attorney, in his or her discretion, may approve form contracts bearing a pre-printed Town Attorney approval, provided that the provisions of the form contracts are not modified.

~~Sec. 2-131. -- Debarment and suspensions.~~

- (a) ~~Authority and requirement to debar and suspend.~~ After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity for such party to be heard, the Town Commission, after consultation with the Town Attorney or Town staff, shall have the authority to debar a person or entity for the causes listed in this section from consideration for award of Town contracts. The debarment shall be for a period of not fewer than three (3) years. The Town Manager, the Chief Procurement Officer or the Using Department shall also each have the authority to suspend a contractor from consideration for award of Town contracts when there is probable cause for debarment pending the debarment determination by the Town Commission.
- (b) ~~Causes for debarment or suspension.~~ Causes for debarment or suspension include the following:
- (1) ~~Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private contractor, subcontract, or incident to the performance of such contract or subcontract;~~
 - (2) ~~Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;~~
 - (3) ~~Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;~~
 - (4) ~~Violation of Town's contract provisions, which violation is regarded by the Chief Procurement Officer or Using Department to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Town contract or to perform within the time limits provided in the Town contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;~~
 - (5) ~~Debarment or suspension of the person or entity by any federal, state, or other governmental entity; or~~
 - (6) ~~Any other cause judged by the Town Commission to be so serious and compelling as to affect the responsibility of the person or entity performing Town contracts.~~
- (c) ~~Debarment and suspension decisions.~~ Subject to the provisions of this section the Town Attorney shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the debarred or suspended party.

~~Sec. 2-132. -- Availability of funds.~~

~~Except in cases of emergency, the Town Manager, or designee, shall not issue any order for delivery on a contract or any open-market order unless and until the Chief Procurement Officer, or designee, certifies that there are unencumbered funds available in the budget, in excess of all unpaid obligations, to defray the cost of the commodities or services.~~

~~Sec. 2-133. -- Surplus property.~~

- (a) ~~Disposal of surplus property.~~ The Town may sell, trade or otherwise dispose of surplus and obsolete personal property belonging to the Town either by sale, barter or exchange, by competitive sealed bid, public auction, cannibalization, trade in or any other means of disposal as may be appropriate and in the best interests of the Town. Disposal of surplus or obsolete personal property requires prior

~~approval by the Town Commission. No employee may purchase any such property without Town Commission approval.~~

- ~~(b) — *Donation of surplus property.* Surplus property may be donated by Town Commission approval, in any manner as the Town Commission deems fit.~~

~~Sec. 2-134. — Change orders.~~

- ~~(a) — Subject to the restrictions contained in division (b) below, the Town Manager, or designee, is authorized to approve all change orders decreasing the cost of the contract to the Town that do not materially alter the character of the work contemplated by the contract as determined in his or her judgment, to be in the public interest.~~
- ~~(b) — Notwithstanding the provisions of division (a) above, the Town Manager, or designee, is not authorized to approve a change order without authorization of the Town Commission where the sum of all change orders issued under the contract increases the cost of the contract by one thousand five hundred dollars (\$1,500.00) or greater.~~

~~Sec. 2-135. — Term, termination, extension and renewal of contracts.~~

- ~~(a) — *Term.*~~

~~(1) — Unless otherwise provided by law, a contract for supplies or services may be entered into for any time period deemed to be in the best interests of the Town provided the extension, if any, is included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for future fiscal periods shall be subject to the availability of funds.~~

~~(2) — Contracts may be awarded with provisions of upward or downward price adjustments provided this allowance is part of the original bid solicitation and the adjustments are based on a nationally recognized or published index or other criteria acceptable to the Chief Procurement Officer.~~

- ~~(b) — *Termination.* The Town Commission is authorized to terminate any contract entered into by the Town when the Town Commission determines that the contracting party has breached or failed to perform one (1) or more of its obligations under the contract. When a contract is entered into by the Town pursuant to Town Commission approval and is terminable by the Town without cause, only the Town Commission is authorized to terminate the contract without cause. If any Commissioner desires that a contract be terminated without cause, he or she shall notify the Town Manager in writing and request that the item be placed on the next Town Commission agenda.~~

- ~~(c) — *Extensions.* The Town Manager, or designee, is authorized to extend, for operational purposes only, and for a maximum of one hundred eighty (180) days, any contract previously approved by the Town Commission and entered into by the Town. Any other extensions of the contract term require the approval of the Town Commission.~~

- ~~(d) — *Town Commission notification.* The Town Manager, or designee, shall notify the Town Commission, in writing at least three (3) months in advance of the expiration, renewal, automatic renewal or extension date of a contract, and shall provide a copy of the contract and a vendor performance report card for the contract to the Town Commission.~~

- ~~(e) — *Application to existing and future contracts.* The provisions of this section shall apply to every contract in existence on the effective date of this section and every contract entered into thereafter.~~

~~Sec. 2-136. — Preference to businesses with drug-free workplace programs.~~

- ~~(a) — The Town hereby adopts by reference F.S. § 287.087, as amended, regarding bidding preferences for businesses with drug-free workplace programs.~~
- ~~(b) — Whenever two (2) or more bids which are equal with respect to price, quality and service are received by the Town for the procurement of commodities or services, a bid received from a~~

~~business that certifies that it has implemented a drug-free workplace program shall be given a preference, provided that the drug-free workplace program complies with F.S. § 287.087, and any other applicable state law. An announcement of this preference shall be included in the bid documents.~~

~~Sec. 2-137. Non-discrimination.~~

~~Contractors shall not discriminate against any person in its operations, activities or delivery of services. Contractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, pregnancy, sexual orientation, gender identity and expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.~~

~~Sec. 2-138. Non-collusion.~~

~~A bidder shall not collude, conspire, connive or agree, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the service or commodities for which the bid has been submitted. A bidder shall refrain from bidding in connection with such service or commodities and shall not have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid or of any other bidder, or to fix any overhead profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other bidder, or any person interested in providing the proposed service or commodities.~~

~~Sec. 2-139. Bid protest procedures.~~

- ~~(a) Upon completion of the evaluation of all bids for a particular procurement, the Chief Procurement Officer or Using Department shall issue a notice of bid/proposal action. This notice, containing the date and time of issuance, shall be posted on the Town website and at a conspicuous location at Town Hall.~~
- ~~(b) A bidder with a "substantial interest" who has been adversely affected by the Town's selection of a bidder may protest the selection by complying with the requirements set forth herein. A bidder shall be deemed to have a "substantial interest" if the bidder would have been selected as the lowest responsive and responsible bidder but for the alleged mistake or irregularly described in the protest. If the Using Department or Chief Procurement Officer determines that a bidder does not have a "substantial interest," that bidder is precluded from bringing a bid protest pursuant to this section.~~
- ~~(c) A bidder wishing to object to terms, conditions, specifications, procedures, selection criteria, weight of evaluation criteria or other matter set forth in the bid or proposed documents must make such objections in writing during the period of time set forth for questions and answers in the invitation to bid, request for proposal, request for qualifications or request for letters of interest. A bidder who has not raised such objections in writing during the question and answer time may not use the bid protest process to object to these matters once a notice of bid/proposal action has been posted.~~
- ~~(d) A bidder may file a "Notice of Intent to Protest" by emailing said notice to the Using Department or Chief Procurement Officer within two (2) business days of the issuance of the notice of bid/proposal action pursuant to subsection (a) hereof or the publication of a Town Commission agenda recommending the award of the bid, whichever is sooner. Such Notice of Intent to Protest shall include the bid or proposal number and title, the name and address of the protester, and a brief statement as to the basis of the bid protest.~~
- ~~(e) The complete written bid protest must be filed with the Using Department or Chief Procurement Officer within ten (10) calendar days of the issuance of the notice of bid/proposal action. To be considered, the written protest of bid must include:
 - ~~(1) The bid or proposal number and title;~~~~

- ~~(2) Company name, protester's name and title, mailing address of protester, and email address of protester;~~
- ~~(3) The facts and law upon which the protest is based; and grounds not stated shall be deemed waived;~~
- ~~(4) Rules, regulations or statutes pertinent to the protest;~~
- ~~(5) Relief which the protester seeks;~~
- ~~(6) Any other information that the protester deems to be material to the protest; and~~
- ~~(7) A bid protest bond in the form of a certified check, cashier's check, or money order made payable to the Town of Pembroke Park in an amount equal to five (5) percent of the awarded bid amount or five thousand dollars (\$5,000.00), whichever is greater. If the protest is upheld by the Town, the bond will be refunded to the protester. If the protest is denied, the entire bid protest bond amount shall be forfeited to the Town.~~
- ~~(f) Upon receipt of a timely filled and complete formal written bid protest, the Using Department and Chief Procurement Officer shall stay the award of the purchase order or contract until the bid protest is resolved, unless the Using Department and Chief Procurement Officer determine in writing that compelling circumstances exist which require that the award be processed without further delay in order to protect the Town's interest or for the purpose of avoiding an immediate and serious danger to the public health, safety or welfare of the citizens or substantial disruption of Town operations.~~
- ~~(g) After receipt of the timely filed and complete written bid protest, and upon the protester's request, the Using Department and Chief Procurement Officer shall meet with the protester to discuss the allegations and to attempt to resolve the matter. The Using Department and Chief Procurement Officer shall issue their decision on the bid protest within fourteen (14) calendar days of the meeting, or if no meeting is requested, within fourteen (14) days of receipt of the timely filed and complete written bid protest. Such decision shall be e-mailed to the protester on the date of issuance unless otherwise directed by the protester.~~
- ~~(h) The protester may appeal the decision of the Using Department and Finance and Budget Director to the Town Manager by filing a written appeal with the Town Clerk's office within three (3) business days of issuance of the Using Department and Chief Procurement Officer's decision. The appeal must be in writing and must include a full explanation of the basis of disagreement with the decision rendered by the Using Department and Chief Procurement Officer, as well as the relief sought. The Town Commission will review the bid protest appeal and shall overturn the bid award if the protester proves that the bid award did not comply in material respects with the requirements contained in the invitation to bid, request for proposal, request for qualifications or request for letters of interest, this procurement code, or Florida law. The Town Commission's decision shall be e-mailed to the protester on the date of issuance unless another method of delivery is otherwise directed by the protester.~~
- ~~(i) Failure by a bidder to comply with the timelines and requirements set forth herein shall result in an immediate invalidation and termination of the bid protest and a waiver of the right to seek further redress or to appeal the alleged adverse action in a court of law.~~
- ~~(j) Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.~~

~~Sec. 2-140.—Applicability to salaries, benefits.~~

~~The provisions in this article should not apply to the payment of salaries or other employment benefits to officers or employees of the Town.~~

~~Sec. 2-141.—Adoption of Procurement Procedures Manual.~~

~~The Town Commission shall adopt a Procurement Procedure Manual by resolution to be used by the Town's staff setting forth the policies and rules for billing of accounts due, processing payments received~~

by the Town, purchase orders for procurement of goods or services and such other matters as are necessary for orderly operation of the financial affairs of the Town.

AGENDA ITEM REPORT



To: Commission
Subject: USDA Rural Development Bond update
Meeting: 09 22 2021 DRAFT AGENDA WORKSHOP COMMISSION MEETING - Sep 22 2021
Department: Finance
Staff Contact: Harry Taubenfeld, Finance & Budget Director

BACKGROUND INFORMATION:

The Town entered into an agreement for a bond for a sewer project in the late 2000's. We received notification from the USDA that per our agreement, we are required to payoff the remaining balance of the loan by either paying the note ourselves or securing alternate financing. All debt covenants will go away freeing up cash (\$1.2M) that has been restricted since the inception of the loan.

FINANCIAL IMPACT:

O

RECOMMENDATION:

Seek alternate financing or payoff balance of note

ATTACHMENTS:

[FYE 2020 Graduation Initial Pembroke Park 9.10.2021 FINAL](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - Sep 17 2021
Melissa Anderson, Town Attorney	Approved - Sep 17 2021
JC Jimenez, Town Manager	Pending
Marlen Martell, Town Clerk	None



United States Department of Agriculture

Rural Development

Royal Palm Beach
Area Office

420 S State Road 7,
Suite 166
Royal Palm Beach, FL
33414

Voice 561.792.2727
Fax 855.475.4827

September 10, 2021

Town of Pembroke Park
Attn: Harry Taubenfeld, Budget & Finance Director
3150 SW 52nd Ave
Pembroke Park, FL 33023

RE: Graduation Review
Town of Pembroke Park – FYE 2020

Dear Mr. Taubenfeld:

The financial progress you have made since receiving your USDA, Rural Development loan(s) has been reviewed. You should take pride in the progress you have made. We share that pride with you and are pleased that we may have been of service.

USDA, Rural Development security instruments require you to refinance the unpaid balance of your loan. This is to be done when you have progressed to the extent that you can obtain credit from responsible cooperative or private lenders.

Lenders have been contacted to determine requirements and the availability of credit to new customers. We have evaluated your financial progress, together with the lender requirements and find you should now be able to satisfactory secure credit to pay your USDA, Rural Development loan. Therefore, we request that you refinance your loans in full.

The approximate total balance of your loan **92-01** is \$2,014,170.57, plus daily interest until paid in full. You will need to contact our office for the exact amount of payoff. We suggest that you contact local lenders in the area.

If you are unable to pay your loan in full, you will need to provide this office with written evidence showing that you made an earnest effort to seek other credit within 45 days. Such evidence should include:

1. The name(s) of other lender(s) contacted.
2. The amount of loan requested by you and the amount, if any, offered by the lender(s).
3. The rates and terms offered by the lender(s) or the specific reason(s) why other credit is not available.
4. The purpose of the loan request.

"USDA is an equal opportunity provider, employer, and lender."

If you wish, a virtual appointment may be arranged to discuss questions you may have.
Out telephone number is (561) 792-2727, Ext. 5

Sincerely,

Ada Rivera
Acting Area Director

AR/kbr

RESOLUTION NO. 2021-056

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING FUNDS FOR AN EMERGENCY PROCUREMENT PURSUANT TO SECTION 2-16 OF THE TOWN CODE; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, through recent inspections to sewer lift stations and force mains belonging to the Town of Pembroke Park (the “Town”), the Town has discovered urgent repairs must be made to various sewer lift stations and force mains on an emergency basis; and

WHEREAS, Section 2-126(c)(1) of the Town’s Code allows for the suspension of competitive procedures in cases where “...imminent danger to life safety, health, property... may cause serious curtailment of services to residents...”; and

WHEREAS, Town has made a determination that the condition of the sewer lift stations and force mains if not immediately repaired, may cause a serious curtailment of services to residents.

WHEREAS, accordingly, Town staff recommends the immediate repair of the sewer lift stations and force mains be performed through an emergency procurement allocation of twenty five thousand dollars (\$25,000).

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

Section 1: The Town Commission of the Town of Pembroke Park hereby declares that the necessary repairs to the sewer lift stations and force mains constitute an emergency.

Section 2: Pursuant to Section 2-126 of the Code, the Town Commission allocates up to twenty five thousand dollars (\$25,000) for the necessary emergency repairs.

Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the

same are superseded to the extent of such conflict.

Section 3: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 12th day of October 13, 2021.

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: Request for Blanket Purchase Order - \$25,000 Funds for Continuous Sewer Maintenance Services for Emergency Procurement
Meeting: AGENDA REGULAR COMMISSION MEETING - Oct 13 2021
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

Through recent inspections to sewer lift stations and force mains belonging to the Town, it was discovered that urgent repairs must be made to various sewer lift stations and force mains on an emergency basis. Public Works often has to respond in a fast and effective method to get sewer related jobs done. Having a blanket purchase order would facilitate and shorten the procurement process for these services.

FINANCIAL IMPACT:

\$25,000

POLICY IMPLICATIONS:

Resolution

RECOMMENDATION:

Request for Commission approval and resolution for the blanket purchase order to be used for emergency sewer lift stations and force main repairs and maintenance services.

	Status:
Myriam Jacques, Interim Public Services Director	Approved - Oct 06 2021
Robert Clark, Public Services Director	Approved - Oct 06 2021
Harry Taubenfeld, Finance & Budget Director	Approved - Oct 07 2021
Melissa Anderson, Town Attorney	Approved - Oct 07 2021
JC Jimenez, Town Manager	Pending
Marlen Martell, Town Clerk	None

AGENDA ITEM REPORT



To: Town Commission
Subject: Pump Replacement for Lift Station #1
Meeting: 10 13 2021 DRAFT REGULAR COMMISSION MEETING - Oct 13 2021
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

The lift station is a duplex system operating with 2 (7.5 horsepower) Sulzer pumps. The failure of this last functioning pump (with no backup) could result in sewage discharge overflowing into the area.

FINANCIAL IMPACT:

\$7,795.00 from the sewer funds

POLICY IMPLICATIONS:

Sole Source Vendor

RECOMMENDATION:

Request for approval of sole source procurement of a Sulzer pump to replace 1 of 2 pumps that has reached the end of its life cycle after 7 years.

ALTERNATIVES:

Buy a new system with 2 pumps and control board from a different manufacturer estimating at over \$25,000

ATTACHMENTS:

[Memo Justi Sulzer Pump](#)
[Sulzer Pump Replacement LS #2 Pump 2](#)

	Status:
Myriam Jacques, Interim Public Services Director	Pending
Robert Clark, Public Services Director	None
Harry Taubenfeld, Finance & Budget Director	None
Melissa Anderson, Town Attorney	None

JC Jimenez, Town Manager
Marlen Martell, Town Clerk

None
None



Memorandum

TO: Finance Department
FROM: Public Services Department
DATE: Tuesday, October 5, 2021
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
Assistant Public Services Director



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**
ATTN: **Myriam Jacques, LEED AP**
PHONE **305-893-6511**
FAX:

FROM: **Luis Casas**
EMAIL: luis@hydraservice.net
DATE: **9/1/2021**
QUOTE: **210901-1LC**
REF: **Duplicate Pump-LS 1**

EMAIL: Mjacques@townofpembrokepark.com

ENG FIRM:

- 1 [Sulzer/ABS Model XFP100E-CB1.5-PE56/4](#) submersible pump, with [4"](#) discharge [7.5](#) HP, [230](#) volt, [60](#) Hertz, [3](#) phase, with [49'](#) power cord. ([Wet Pit](#))

Rail bracket is **NOT** included
5 Yr. Standard Warranty
Pump Weight- 377 **LBS**

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

Delivery in 10-11 Wks. None in stock-6 are in order as of 9-1-21

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

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOWED [\\$7,795.80](#) 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: [10 or 11](#) 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. _____

#2

4/24/13

Page 5 of 5

SULZER



CL.1 Div.1. Gr. C+D T3C
Approved

CS
LR169553

IP68

Typ XFP100E-CB1.5-PE56/4-E-60FM
Nr GX6W3C5C1111321

Sn 0016055

865153
41/2012

U_N 230/460V

I_N 19.8/9.9 A

3 Ph

60 Hz

P1: 6.1 kW
P2: 7.504 HP

NEMA H

cos φ 0.78

IEC60034-30 IE3

1757 RPM

Qmax 713.286 GPM

Hmax 65.6 ft

Ø Imp. Dia: 7.68"

DN 100

Hmin 0 ft

Wt. 383.67 lbs

See instruction manual for sensor connection and cable replacement
Use with approved motor that matches motor input full load amps
Utiliser un démarreur approuvé couvrant au courant à pleine charge du moteur

Thermally Protected
DO NOT REMOVE COVER
WHILE CIRCUIT IS ALIVE

Sulzer Pump Solutions (US) Inc.
140 pondview Drive
Meriden
Phone 203-238-2700
www.sulzer.com



Lift Station #1, Pump #2
at Park Lakes Estates
Pembroke Park, FL

Stephanie Woodbury

From: Signs.com <no-reply@signs.com>
Sent: Thursday, October 7, 2021 12:14 PM
To: Stephanie Woodbury
Cc: Stephanie Woodbury
Subject: My design at Signs.com



Sign
design.

I created a design at [Signs.com](https://signs.com) and wanted to share it with you.



To see this design in the design tool [Click Here](#)

Thanks,
The [Signs.com](https://signs.com) Team

Stephanie Woodbury

From: Signs.com <no-reply@signs.com>
Sent: Thursday, October 7, 2021 2:05 PM
To: Stephanie Woodbury
Cc: Stephanie Woodbury
Subject: My design at Signs.com



Sign
design.

I created a design at [Signs.com](https://signs.com) and wanted to share it with you.



To see this design in the design tool [Click Here](#)

Thanks,
The [Signs.com](https://signs.com) Team

Stephanie Woodbury

From: Signs.com <no-reply@signs.com>
Sent: Thursday, October 7, 2021 11:31 AM
To: Stephanie Woodbury
Cc: Stephanie Woodbury
Subject: My design at Signs.com



Sign
design.

I created a design at [Signs.com](https://signs.com) and wanted to share it with you.



To see this design in the design tool [Click Here](#)

Thanks,
The [Signs.com](https://signs.com) Team

AGENDA ITEM REPORT



To:

Subject: Additional Radios for Police Department

Meeting: 10 27 2021 DRAFT WORKSHOP COMMISSION MEETING - Oct 27 2021

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

BACKGROUND INFORMATION:

Government Contract: 19860 - NASPO

FINANCIAL IMPACT:

\$ 69,499.41 for ten addition radios and Antennas from Motorola

RECOMMENDATION:

Approve Radios

ATTACHMENTS:

[QUOTE-1567526-1 - 10 APX8000](#)

[QUOTE-1567635-1- Stubby Antennas and PSM antennas](#)



QUOTE-1567526

Billing Address:
PEMBROKE PARK POLICE
DEPT
3150 SW 52ND AVE
PEMBROKE PARK, FL 33023
US

Quote Date:10/01/2021
Expiration Date:12/30/2021
Quote Created By:
Denise Contreras
dcontreras@emciwireless.com

End Customer:
PEMBROKE PARK POLICE DEPT
Mark Pakula
mpakula@tpfpl.gov

Contract: 19860 - NASPO

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000					
1	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	10	\$6,795.00	27.0%	\$4,960.35	\$49,603.50
1a	HA00022AC	ADD: 3Y ESSENTIAL ACCIDENTAL DAMAGE	10	\$313.00	0.0%	\$313.00	\$3,130.00
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	10	\$5.00	27.0%	\$3.65	\$36.50
1c	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	10	\$515.00	27.0%	\$375.95	\$3,759.50
1d	Q361AN	ADD: P25 9600 BAUD TRUNKING	10	\$300.00	27.0%	\$219.00	\$2,190.00
1e	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	10	\$0.00	0.0%	\$0.00	\$0.00
1f	QA00580AA	ADD: TDMA OPERATION	10	\$450.00	27.0%	\$328.50	\$3,285.00
1g	QA01767AB	ADD: P25 LINK LAYER AUTHENTICATION	10	\$100.00	27.0%	\$73.00	\$730.00
1h	QA05509AA	DEL: DELETE UHF BAND	10	-\$800.00	0.0%	-\$584.00	-\$5,840.00
1i	QA05508AA	DEL: DELETE VHF BAND	10	-\$800.00	0.0%	-\$584.00	-\$5,840.00
1j	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	10	\$0.00	0.0%	\$0.00	\$0.00
1k	QA09001AB	ADD: WIFI CAPABILITY	10	\$300.00	27.0%	\$219.00	\$2,190.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
1l	QA03399AA	ADD: ENHANCED DATA APX	10	\$150.00	27.0%	\$109.50	\$1,095.00
1m	H38BS	ADD: SMARTZONE OPERATION	10	\$1,500.00	27.0%	\$1,095.00	\$10,950.00
1n	QA07682AA	ADD: SMARTCONNECT	10	\$0.00	0.0%	\$0.00	\$0.00
2	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	10	\$163.00	27.0%	\$118.99	\$1,189.90
3	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	1	\$157.00	27.0%	\$114.61	\$114.61
4	NAR6595A	ANT 1/4 WAVE 7/800 STUBBY	10	\$29.00	27.0%	\$21.17	\$211.70
5	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	1	\$1,315.00	27.0%	\$959.95	\$959.95
6	NLN7967A	MULTI-UNIT CHARGER WALL MOUNT KIT	1	\$21.00	27.0%	\$15.33	\$15.33
7	PMMN4060BSP01	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,AUDIO ACCESSORY-REMOTE SPEAKER MIC, PSM IP55 WITH 3.5MM JACK RX 24IN	10	\$164.00	27.0%	\$119.72	\$1,197.20
8	PMAF4002A	APX 7000 700/800MHZ PSM ANTENNA	10	\$12.00	27.0%	\$8.76	\$87.60

Grand Total**\$69,065.79(USD)****Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



MOTOROLA SOLUTIONS

QUOTE-1567635

Billing Address:
PEMBROKE PARK POLICE
DEPT
3150 SW 52ND AVE
PEMBROKE PARK, FL 33023
US

Quote Date:10/01/2021
Expiration Date:12/30/2021
Quote Created By:
Denise Contreras
dcontreras@emciwireless.com

End Customer:
PEMBROKE PARK POLICE DEPT
Mark Pakula
mpakula@tpfpl.gov
Contract: 19860 - NASPO

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
1	NAR6595A	ANT 1/4 WAVE 7/800 STUBBY	18	\$29.00	27.0%	\$21.17	\$381.06
2	PMAF4002A	APX 7000 700/800MHZ PSM ANTENNA	6	\$12.00	27.0%	\$8.76	\$52.56

Grand Total **\$433.62(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

AGENDA ITEM REPORT



To:

Subject: Additional Adobe Licensing

Meeting: 10 27 2021 DRAFT WORKSHOP COMMISSION MEETING - Oct 27 2021

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

STATE OF FLORIDA NASPO VALUEPOINT SOFTWARE VAR(#
ADSP016-138244 / 43230000-NASPO-16-ACS-SOFTWARE VAR)
LICENSE :
0272B2072CC46892E48A

FINANCIAL IMPACT:

The Cost is \$1,810.90 for one year, for an additional 10 Licensing.

RECOMMENDATION:

Approve Licensing

ATTACHMENTS:

[QU0000526109 - ASKs](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Pending
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



Quote Number: QU0000526109

Effective: 27 SEP 2021

Effective To: 26 NOV 2021

Bill-To:

PEMBROKE PARK POLICE DEPT
3150 SW 52ND AVE
PEMBROKE PARK, FL 33023
United States

Attention:

Name: Mark Pakula
Email: mpakula@tpfpl.gov

Sales Contact:

Name: Denise Contreras
Email: dcontreras@emciwireless.com
Phone: (786) 459-7806

Contract Number: BSO Contract 12-29077/JHJ
Freight terms: FOB Destination
Payment terms: CREDIT CARD PAY METHOD

Item	Quantity	Nomenclature	Description	List price	Your price	% Discount	Price	Extended Price
1	1	DVN4050A	ADV'D SYSTEM KEY READER REPLACEMENT	\$400.00	\$308.00	23.00		\$308.00
2	1	DVN4316A	I-BUTTONS ASK REPLACEMENT DS1996	\$200.00	\$160.00	20.00		\$160.00

Total Quote in USD \$468.00

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

AGENDA ITEM REPORT



To: Mayor & Commission
Subject: First Annual Music Fall Festival
Meeting: 10 13 2021 DRAFT REGULAR COMMISSION MEETING - Oct 13 2021
Department: Administrative
Staff Contact: Joy Brown, Administrative Assistant

BACKGROUND INFORMATION:

This event will take place on Friday October 29th, 2021, at Raymond Oglesby Park from 7pm to 10pm. The event will consist of: Live band, food trucks, DJ, ETC...

FINANCIAL IMPACT:

To be determine

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

Changing event from Fall Festival to an Annual Music festival in the Fall

TOWN OF PEMBROKE PARK COMMISSION PRESENTS

MAYOR GEOFFREY JACOBS | CLERK COMM. REYNOLD DIEUVEILLE | COMMISSIONER BILL HODGKINS

1st Annual

FALL MUSIC FESTIVAL

FRIDAY | OCTOBER 29 | 7-10PM

Raymond P Oglesby Preserve Park 3115 SW 52nd AVE Pembroke Park FL 33023

FREE ADMISSION! BRING YOUR OWN CHAIRS & BLANKETS

LIVE BAND & FOOD TRUCKS



CHICO THE VIRGO

Fun for the whole family!



The Small Town that Means Big Business

Save The Date!



January
18 - 19

Join Us In Tallahassee.

More Details to Come.

www.browarddays.com



MEMORANDUM

DATE: June 18, 2021

TO: Juan Carlos Jimenez, Town Manager

CC: Melissa Anderson, Town Attorney
Harry Taubenfeld, Finance Director

FROM: Yolanda Menegazzo, Human Resources

SUBJECT: Miguel Nunez, Building Official from Part-Time Status to Full-Time Status

Miguel Nunez, Building Official was hired on June 13, 2019 with the Town of Pembroke Park. Mr. Nunez would like to be considered as a Full-Time Status employee with the Town of Pembroke Park.

Mr. Nunez currently earns as a Part-Time Building Official \$60,000.00 annually working an average of 29 hours per week or less, which he is not entitled to any Town benefits with the exception of the Florida Retirement System.

As a Full-Time Building Official, Mr. Nunez would like the Commission to consider an annual salary of \$125,000.00, of which he would be working an average of 40 hours or more per week and would be entitled to the additional Town benefits for health insurance and paid time off. Again, Mr. Nunez is already enrolled in the Florida Retirement System.

In addition to his role as the Chief Building Official for the Town, he would be undertaking the structural inspections and structural plan reviews, Flood Plain Management, CRS Coordinator, and the administration and implementation of the newly proposed Amnesty Program. Although the objective would not be to completely eliminate the relationship with CAP for inspections and plan review services, the in-house Building Official would facilitate a significant reduction in services estimated at approximately \$25,000.00 annually. CAP would still be a vendor of the Town to provide services as needed.

Should the Town Commission approve of this change for the Building Official to be Full-Time, the effective date will be the day after the Commission Meeting.

Lastly, Mr. Nunez would like to emphasize his long-term commitment to the Town of Pembroke Park.



The Town of Pembroke Park Job Description

Chief Building Official

EEO Class Code: First/Mid Offs & Mgrs.

Union Status: Unclassified

FLSA Code: Exempt

Department: Building

Supervises: All Building & Code Staff

Position Reports To: Town Manager

Sworn: No

Job Specifications

NATURE OF WORK

Manages, supervises, and coordinates the work and services of the Building and Code Enforcement Departments by ensuring enforcement of building codes as adopted by the Town Commission and Florida Building Code. Ensures reasonable building standards by regulating methods of design and use of materials involved in every aspect of numerous construction projects, including all associated systems, such as electrical, plumbing, mechanical, and fire suppression to safeguard life, health, safety, accessibility, energy conservation, to protect property values, and public welfare. Develops the Department's short and long term strategic operating plans and programs. Develops and maintains partnerships with Town Divisions and Departments, property owners, contractors, and vendors. Also supervises and directs the operations of the Code Enforcement Department.

ILLUSTRATIVE TASKS

Tasks required of those in the position of Chief Building Official include but are not limited to:

- Assume management responsibility for assigned services and activities of the Building Department including enforcement, interpretation, and implementation of the County's and State of Florida building codes, customer service at the front counter, application intake, plan review, issuance of building permits, and building inspections.
- Manage and participate in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommend and administer policies and procedures.
- Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend, within departmental policy, appropriate service, and staffing levels.
- Visit construction sites and conduct building code inspections in as needed basis.

Page 1 of 5

Chief Building Official Job Description Updated: 06/2021

- Conduct job-site evaluations of construction projects for the purpose of monitoring/enforcing compliance with approved plans and code requirements.
- Oversee and participate in the management of a comprehensive building inspection and enforcement program.
- Plan, direct, coordinate, and review the work plan for building inspection staff; assign work activities, projects, and programs; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems.
- Select, train in building code issues, motivate, and evaluate building inspection personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination as determine by Human Resources provided procedures.
- Oversee and participate in the development and administration of the Division's annual budget; participate in the forecast of funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement adjustments.
- Administer the building permit appeals process; administer permit tracking system and building inspection records maintenance.
- Participate in and manage the building inspection function related to structural, plumbing, electrical and mechanical standards, and other building site issues, ensuring compliance with all applicable codes and regulations.
- Assign, supervise, and review plans and specifications relating to electrical, plumbing, mechanical, energy conservation, access compliance, and other building code requirements.
- Serve as the liaison for the Building Inspection Division with other divisions, departments, and outside agencies; negotiate and resolve sensitive and controversial issues.
- Work with professional architects, engineers, builders, and the public.
- Formulate and apply uniform policies and standards for the building inspection programs; formulate, interpret, and explain specific building codes, ordinances and administrative orders.
- Research regulations, procedures and/or technical materials relating to building codes and enforcement.
- Represent the Town before other agencies and groups on building inspection and enforcement matters.
- Serve as staff on a variety of boards, commissions, and committees; prepare and present staff reports and other necessary correspondence.
- Conduct a variety of organizational studies, investigations, and operational studies; recommend modifications to inspection programs, policies, and procedures as appropriate.
- Prepare clear and concise administrative and financial reports.
- Attend and participate in professional group meetings and code hearings; maintain awareness of new trends and developments in the field of building inspection; incorporate new developments as appropriate.
- Respond to and resolve difficult and sensitive customer inquiries and complaints.
- Serve as the Chief Structural Inspector.
- Serve as the Floodplain Administrator.
- Serve as a structural Plans Examiner.
- Serve as a structural Field Inspector in as needed basis.
- Supervise the subordinate chief inspectors, plans examiners and field inspectors including outsourced staff.
- Manage flood hazards in accordance with FEMA.

Page 2 of 5

Chief Building Official Job Description Updated: 06/2021

- Performs inspections in compliance with Florida Building Code, Town Ordinances, and State Law.
- Creates the budget for the Building Department & Code Departments.
- Supervises and directs all activities and operations within the Code Department, including implementation and administration of Code Compliance programs.
- Administration and implementation of the newly proposed Amnesty Program.
- Attends meetings with the Commission and conducts presentations detailing the current affairs of the Building Department.
- Perform related duties as required by the Town Manager.

KNOWLEDGE, SKILLS AND ABILITIES

The Employee demonstrates considerable knowledge and is guided by the principles of personal and professional integrity; community engagement; equity and inclusion; staff effectiveness; and personal resiliency and development. The employee is also expected to lead by example and demonstrate the highest level of ethics.

The Employee is expected to have:

Knowledge of:

- Operational characteristics, services, and activities of a building and code inspection and enforcement program.
- Principles and practices of building inspection.
- Principles and practices of program development and administration.
- Methods and techniques of construction.
- Principles and practices of budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Legal processes and considerations involved in prosecution of violations of the building codes and ordinances.
- Fire safety codes; uniform codes affecting building inspection.
- Working knowledge of seismic and energy considerations in design and construction of buildings and structures.
- Grading, erosion control, drainage and flood control methods and standards.
- Pertinent federal, state, and local laws, codes, and regulations related to zoning, building construction, electrical work, plumbing and gas installations and mobile homes.
- Floodplain Management regulations (CRS, NFIP, FEMA and Town Ordinances)

Skills:

- Read, interpret, and analyze plans for major structures.
- Ability to oversee, direct and coordinate the work of subordinates.
- Make effective presentations before large and small groups of people.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Research, analyze, and evaluate new service delivery methods and techniques.

Page 3 of 5

Chief Building Official Job Description Updated: 06/2021

- Interpret and apply federal, state, and local policies, laws, and regulations.
- Communicate clearly and concisely, both orally and in writing.

MINIMUM REQUIREMENTS

- Bachelor's Degree in Architecture, Engineering, Construction Technology, Planning, or a related field.
- Ability be certified by the Broward County Board of Rules and Appeals (BORA) in the Building Official, Structural Chief Inspector, Structural Plan Examiner and Structural Inspector categories.
- Possession of a Plans Examiner certification from the International Code Council (ICC) and the State of Florida required.
- Possession of a Standard Building Inspector certification from the International Code Council (ICC) and the State of Florida required.
- Possession of a Building Official certification from the International Code Council (ICC) and the State of Florida required.
- Must be a State of Florida, Licensed General Contractor, Professional Engineer, or Registered Architect.
- Must be certified by the Florida Association of Code Enforcement (FACE), level I, II, III and IV, within two (2) years of appointment.
- Ten (10) years of experience as a Chief Structural Inspector.
- Extensive knowledge of all functions relevant to the processing and approval of building construction projects in the respective trade/discipline, e.g. plan review, licensing, permitting, inspections and a minimum of five (5) years in the code enforcement field.
- An equivalent combination of education and experience may be considered.

PHYSICAL REQUIREMENTS AND WORKING ENVIRONMENT

The physical demands described here are representative of those that must be met by a team member to successfully perform the essential duties and functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Ability to work outdoor setting and perform inspection, which may require climbing ladders, standing, or sitting for extended periods of time, traveling to various work locations, and lifting and carrying light to moderate objects.
- Regularly required to stand, sit, see, speak, hear, and use hands and fingers to operate a computer, telephone, or other electronic device.
- Occasional light to moderate lifting of office products and supplies may be required.

The work environment characteristics described here are representative of those a team member encounters while performing the essential duties and functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

- Moderate noise (business office with computers, telephones, printers, fax machines, photocopiers, filing cabinets, and light traffic)
- Ability to work within a confined area
- Ability to work in a computer station for an extended period
- The employee is subject to working in inside and outside environments including extreme hot and cold weather
- The employee may be subject to work hazards including loud noise, vibrations, moving mechanical parts, exposure to chemicals, fumes, odors, poor ventilation, and oils.
- Work subjects' employees to the final OSHA standards on blood borne pathogens
- The physical environment requires the employee to work inside and outside in heat/cold, wet/humid, and dry/arid conditions.
- May be requested to work overtime and weekends for special town events.



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

Agenda Request

Meeting Date:	
Subject:	
Initiated by:	City Commission City Attorney City Manager / Staff
Prepared by:	Name & Title:
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	
Fiscal Impact:	
Policy Question(s) for Commission Considerations:	
Summary:	
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	



MEMORANDUM

DATE: October 13th, 2021

TO: Mayor & Commissioners

CC: Melissa Anderson, Town Attorney

FROM: Juan Carlos Jimenez, Town Manager
Yolanda Menegazzo, Human Resources

SUBJECT: Termination of Daniel Ortiz, Town Engineer

The Commission has received a Recommendation of Termination Packet for Daniel Ortiz, Town Engineer. The Town has a zero-tolerance policy when it comes to violating the code of conduct.

Mr. Ortiz participated in numerous heated conversations and encounters with other employees and vendors within the last year of employment, in which he has raised his voice and has been noticeably emotionally/visibly upset. Mr. Ortiz has been counseled by his superiors in multiple occurrences that he requires improvement in his emotional intelligence and emotional reactions. He is also insubordinate in his refusal to attend the mandatory Public Services Management Meeting.

As the Town Engineer for the Town, he is considered Senior Management and therefore placed in a higher category for setting the example of professional conduct.

Termination has been recommended for serious violations of Town policies, procedures, and rules, specifically conduct unbecoming and inappropriate behavior or conduct. The termination would become effective immediately upon the approval of the Commission.