



REVISED AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Thursday, March 13, 2025
Commission Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. DELETIONS OR WITHDRAWALS TO THE AGENDA	
5. PRESENTATIONS / PROCLAMATIONS	
5.1. Proclamation declaring Colorectal Cancer Awareness Month Agenda Item Report - AIR-25-088	5 - 6
5.2. Proclamation Honoring Genita Joseph Agenda Item Report - AIR-25-087	7 - 8
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
7. CONSENT AGENDA	
7.1. Approval of Minutes - Town Clerk Garcia-Lima December 2, 2024, Workshop Commission Meeting December 11, 2024, Regular Commission Meeting December 12, 2024, Special Commission Meeting January 8, 2025, Workshop Commission Meeting January 15, 2025, Regular Commission Meeting January 29, 2025, Workshop Commission Meeting Agenda Item Report - AIR-25-079	9 - 45
7.2. Town's Website Upgrade - IT Director Pakula Review and consideration of approval of an upgrade to the Town's website through CivicPlus to enhance functionality, user experience, and accessibility Agenda Item Report - AIR-25-076	46 - 55
7.3. Consideration and approval of Updated Authorized Signatories for Town Accounts - Finance Director Davermann RESOLUTION NO: 2025-007 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PROVIDING FOR THE AUTHORIZED SIGNATURES ON THE SEVERAL ACCOUNTS OF THE TOWN OF	56 - 60

PEMBROKE PARK WITH THE VARIOUS DEPOSITORIES DESIGNATED BY THE TOWN OF PEMBROKE PARK; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

[Agenda Item Report - AIR-25-078](#)

- 7.4. Consideration of Approval of the First Amendment to Easement Agreement - Town Manager Lynch 61 - 64

[Agenda Item Report - AIR-25-081](#)

- 7.5. Consideration and approval of ARPA Funds Allocation and Utilization – Town Manager Lynch 65 - 67

[Agenda Item Report - AIR-25-084](#)

- 7.6. Discussion and possible action on the implementation of the Beehive Ticketing System to enhance service request tracking and management - IT Director Pakula 68 - 71

[Agenda Item Report - AIR-25-083](#)

- 7.7. Consideration and approval of the bid award to RG Underground for RFP 24-06R for the S.W. 30th Street Sanitary Sewer Forcemain Replacement and authorization to enter into an agreement - Public Services Director Merantus 72 - 162

[Agenda Item Report - AIR-25-082](#)

8. RESOLUTIONS

- 8.1. Review and consideration of approval of the proposed public relations agreement - Town Manager Lynch 163 - 179

RESOLUTION NO. 2025-009

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND PUBLIC COMMUNICATORS GROUP, LLC, ATTACHED HERETO AS EXHIBIT “A,” FOR COMMUNICATIONS AND PUBLIC RELATIONS SERVICES; AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

[Agenda Item Report - AIR-25-077](#)

9. ORDINANCES - FIRST READING

- 9.1. Speed Camera Program in School Zones - Town Manager Lynch 180 - 195

ORDINANCE NO: 2025-002

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATED TO POWERS OF LOCAL AUTHORITIES; AMENDING CHAPTER 22 OF THE TOWN’S CODE OF ORDINANCES, ENTITLED “STREETS, SIDEWALKS, AND OTHER PUBLIC PLACE;” BY SPECIFICALLY AMENDING ARTICLE II, ENTITLED “STREETS,

SIDEWALKS, AND ROADWAYS," DIVISION 5, ENTITLED, "ROADWAYS;" CREATING SECTION 22-100, TO BE ENTITLED "SPEED DETECTION SYSTEMS; SCHOOL ZONES;" PROVIDING FOR SPEED DETECTION SYSTEM PLACEMENT AND INSTALLATION; PROVIDING FOR SCHOOL CROSSING GUARD RECRUITMENT AND RETENTION PROGRAM; PROVIDING FOR SPEED DETECTION SYSTEMS IN SCHOOL ZONES; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

[Agenda Item Report - AIR-25-089](#)

10. NEW BUSINESS

11. OLD BUSINESS

12. DISCUSSION

12.1. Chief Building Official Position - Town Manager Lynch 196 - 200
Discussion and possible action to approve the Town Manager's recommendation to hire Emmanuel Agbenohevi as Chief Building Official, and to authorize the Town Manager, or the manager's designee, to make an offer of employment to Mr. Agbenohevi consistent with the Town's manual of personnel policies.

[Agenda Item Report - AIR-25-086](#)

12.2. Discussion and possible action on Conducting an Internal Charter Study - Commissioner Jacobs 201

[Agenda Item Report - AIR-25-085](#)

12.3. Discussion and possible action regarding attendance to the Broward County League of Cities 68th Annual Gala. Enclosed in information on sponsorship packages. 202 - 204

[Agenda Item Report - AIR-25-090](#)

12.4. Discussion and Possible Action on the Appointment of a Voting Delegate for the Broward League of Cities Board of Directors. 205 - 207

[Agenda Item Report - AIR-25-091](#)

12.5. Discussion on the Festival Arts Event scheduled for March 15, 2025 - Commissioner Jacobs 208 - 222

[Agenda Item Report - AIR-25-092](#)

13. ATTORNEY REPORTS

14. TOWN MANAGER REPORTS

15. COMMISSION REPORTS

Commissioner Jacobs

Acting Clerk Commissioner Kashem

Clerk Commissioner Hodgkins

Vice Mayor Morrisette

Mayor Mohammed

16. ANNOUNCEMENTS

- 16.1. Special Magistrate Hearing, Wednesday, March 19, 2025 at 9:00 a.m.
Workshop Commission meeting, Wednesday, March 26, 2025 at 6:00 p.m.
Regular Commission meeting, Wednesday, April 9, 2025 at 7:00 p.m.

Special Events

Festival of the Colors, Saturday, March 15, 2025 at 10:00 a.m. through 7:00 p.m. **The park has been rented out by the Festival of the Colors Committee for this event.**

Food Drive, Saturday, March 22, 2025 at 10:00 a.m.

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.

Cynthia Garcia-Lima
Town Clerk



Agenda Item Report

Subject:	Proclamation declaring Colorectal Cancer Awareness Month
Meeting Date:	Regular Commission Meeting - March 13, 2025
Prepared For:	Town Commission
Staff Contact:	Ashira Mohammed, Mayor
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[March 2025 Colorectal Cancer Awareness Month](#)



**TOWN OF PEMBROKE PARK
PROCLAMATION**

**Colorectal Cancer
Awareness Month**

WHEREAS, colorectal cancer is the second-leading cause of cancer deaths in the United States among men and women combined, and

WHEREAS, colorectal cancer is one of the few cancers that can be prevented with timely screening, but 1 in 3 eligible Americans are not up to date on screening; and

WHEREAS, colorectal cancer is the leading cause of cancer death for men, and second leading cause of cancer death for women under the age of 50; and

WHEREAS, American Indian, Alaska Natives and Black Americans are more likely to be diagnosed with colorectal cancer and more likely to die from the disease than other groups; and

WHEREAS, colorectal cancer is expected to account for 12% of cancer deaths among Hispanic men and 9% of cancer deaths for Hispanic women; and

WHEREAS, Americans in rural areas are more likely to be diagnosed with and die from colorectal cancer than Americans in urban areas; and

WHEREAS, in 2024 there were approximately 152,810 new cases and 53,010 deaths from colorectal cancer; and

WHEREAS, the national goal established by the National Colorectal Cancer Roundtable is to strive to increase timely colorectal cancer screening rates to 80 percent in every community for all Americans eligible for screening; and

WHEREAS, observing a Colorectal Cancer Awareness Month during the month of March would provide a special opportunity to increase awareness and offer education on the importance of early detection and screening of colorectal cancer.

NOW, THEREFORE WE, Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Musfika Kashem and Commissioner Geoffrey Jacobs by virtue of the authority vested by the Town of Pembroke Park do hereby proclaim the month of March as:

COLORECTAL CANCER AWARENESS MONTH

Dated this 13th day of March 2025.

Ashira Mohammed, Mayor

Erik Morrisette, Vice Mayor

William R. Hodgkins, Clerk Commissioner

Musfika Kashem, Acting Clerk Commissioner

Geoffrey Jacobs, Commissioner



Agenda Item Report

Subject:	Proclamation Honoring Genita Joseph
Meeting Date:	Regular Commission Meeting - March 13, 2025
Prepared For:	Town Commission
Staff Contact:	Ashira Mohammed, Mayor
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	This proclamation honors the life and legacy of Genita Joseph, the mother of Mayor Disulme, Mayor of North Miami. Ms. Joseph was a dedicated mother and pillar of strength, known for her resilience, hard work, and deep love for her family. She worked two jobs to support her children after the passing of her husband, instilling in them the values of perseverance, compassion, and community service. This proclamation acknowledges her profound impact on her family and her lasting legacy. It is proposed to honor her memory and contributions i through a special proclamation.
Staff Recommendations:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[March 7th 2025 Honoring the Life and Legacy of Genita Joseph](#)



**TOWN OF PEMBROKE PARK
PROCLAMATION**

**HONORING THE LIFE OF
GENITA JOSEPH**

WHEREAS, the Town of Pembroke Park joins in mourning the loss of Genita Joseph, a beloved mother, grandmother, and friend, who passed away peacefully on February 25, 2025, surrounded by her family and loved ones; and

WHEREAS, Genita Joseph was born on January 8, 1942, in Arcahaie, Haiti, to the late Catule Merovee and Evanie Fils-Aime, and throughout her life, she exemplified kindness, generosity, and an unwavering dedication to her family; and

WHEREAS, known affectionately as “Grandma” or “Ya,” Genita was a pillar of strength and love, raising her children Jean Petrus Rene, Marie C. Louis (Jean-Hilaire), Myrtha Montour Die (Jean-Claude Die), and Dr. Alix Desulme, while working tirelessly to provide them with opportunities for a better future; and

WHEREAS, despite facing many obstacles, Genita’s resilience, industrious spirit, and selflessness defined her character, allowing her to leave a profound impact on all who had the privilege of knowing her; and

WHEREAS, Genita found joy in the simple pleasures of life, such as cooking, spending time with family, and playing crossword puzzles, always embracing each moment with warmth and gratitude; and

WHEREAS, though she has departed this world, it brings comfort to her family and friends to know that she is now reunited in heaven with her parents and siblings who passed before her, including Theodore Armand, Calixte Merovee, Achelus (Cheche), Merovee, and Yolande Victor, as well as her beloved nieces Guerline Armand and Marie Micaelle Armand; and

WHEREAS, Genita’s legacy of compassion, perseverance, and love will continue to live on in the hearts of those she touched, serving as a reminder of the beautiful soul she was.

NOW, THEREFORE WE, Mayor Ashira Mohammed, Vice Mayor Erik Morrisette, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Musfika Kashem and Commissioner Geoffrey Jacobs by virtue of the authority vested by the Town of Pembroke Park do hereby honor, encourage all who knew her to cherish her memory and continue spreading the kindness and love she so effortlessly gave to the world, and celebrate the life of:

GENITA JOSEPH

Dated this 13th day of March 2025.

Ashira Mohammed, Mayor

Erik Morrisette, Vice Mayor

William R. Hodgkins, Clerk Commissioner

Musfika Kashem, Acting Clerk Commissioner

Geoffrey Jacobs, Commissioner



Agenda Item Report

Subject:	Approval of Minutes - Town Clerk Garcia-Lima December 2, 2024, Workshop Commission Meeting December 11, 2024, Regular Commission Meeting December 12, 2024, Special Commission Meeting January 8, 2025, Workshop Commission Meeting January 15, 2025, Regular Commission Meeting January 29, 2025, Workshop Commission Meeting
Meeting Date:	Regular Commission Meeting - March 13, 2025
Prepared For:	Town Commission
Staff Contact:	Cynthia Garcia-Lima, Town Clerk
Dept/Group:	Clerk
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Financial Implications:	There is no financial impact.
Alternatives:	

ATTACHMENTS:

[12.02.2024 Workshop Commission Meeting - Final](#)
[12.11.2024 Regular Commission Meeting - Final](#)
[12.12.2024 Special Commission Meeting - Final](#)
[01.08.2025 - Workshop Commission Meeting - Final](#)
[01.15.2025 Regular Commission Meeting - Final](#)
[01.29.2025 Workshop Commission Meeting - Final](#)



MINUTES WORKSHOP COMMISSION MEETING

7:00 PM - Monday, December 2, 2024
Commission Chambers

The WORKSHOP COMMISSION MEETING of the Town of Pembroke Park was called to order on Monday, December 2, 2024, at 7:00 PM, in the Commission Chambers, with the following members present:

PRESENT: Mayor Ashira Mohammed; Vice Mayor Erik Morrisette; Acting Clerk Commissioner Musfika Kashem; and Commissioner Geoffrey Jacobs

EXCUSED:

1. CALL TO ORDER

The meeting was called to order by Mayor Mohammed.

2. PLEDGE OF ALLEGIANCE

Led by Mayor and the Commission.

3. ROLL CALL

The meeting was called to order at 7:03 pm by Mayor Mohammed. Present at the meeting were Erik Morrisette, Vice Mayor; Musfika Kashem, Acting Clerk Commissioner, and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were Jacob Horowitz, Town Attorney; Cynthia Garcia-Lima, Town Clerk; Mark Pakula, Information Technology Director; Daniel Decoursey, Police Chief; David Lynch, Town Manager; Chandler Williamson, Deputy Town Manager; Jeffrey Louis, Building Manager; Captain Michael Kane, Fire Chief; James Davermann, Finance Director; and Stanley Merantus, Public Works Director.

4. DELETIONS OR WITHDRAWALS TO THE AGENDA

There were no deletions or withdrawals to the agenda.

5 SPECIAL PRESENTATION

5.1 Legislative Presentation by David Sigerson and Lobbying Team for the 2025 Legislative Session

Mr. Sigerson came forward and presented an extensive presentation on the upcoming Legislative Session program.

6 REPORTS OF COMMITTEES AND TOWN STAFF

6.1 Update from Fire Department Chief Kane

Chief Kane came forward and presented a monthly update to the Commission.

6.2 Department Monthly Update

Building Manager Louis came forward and presented a monthly update for the Building and Code Enforcement Department.

Police Chief Decoursey came forward and presented a monthly update for the Police Department.

Public Works Director Merantus came forward and presented a monthly update for the Public Works Department.

Finance Director Davermann came forward and presented a monthly update for the Finance department.

7 PLANNING CONSULTANT - MICHAEL VONDER-MEULEN

7.1 Development Projects - Town Planner's Report

Andrea Harper, Acting Town Planner, sat in for Michael Vonder-Meulen, came forward and presented on items 7.2 and 7.3.

Attorney Brian S. Adler from Bilzin Sumberg Law came forward on behalf of Public Storage and presented a presentation on the site development and parking reduction for Public Storage.

The Commission collectively agreed to proceed with the site development plan and parking reduction requests. The mayor directed the Town Clerk to include the item on the regular agenda for a vote.

7.2 RESOLUTION NO. **2024-028**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A SITE DEVELOPMENT PLAN FOR APPLICATION 23-SP-04 LOCATED AT 3080 PEMBROKE ROAD PEMBROKE PARK, FL/ PUBLIC STORAGE- SELF STORAGE FACILITY SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

7.3 RESOLUTION NO. **2024-029**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING THE PARKING REDUCTION APPLICATION SUBMITTED BY PUBLIC STORAGE IV LTD, A FLORIDA LIMITED LIABILITY COMPANY, FOR CERTAIN REAL PROPERTY LOCATED IN THE EAST 150 FEET OF TRACT Q IN BLOCK 50 OF RESUBDIVISION OF A PORTION OF LAKE FOREST SECTION FOUR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 43, AT PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;** PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR RECORDING OF PARKING REDUCTION ORDER IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

8 OLD BUSINESS

There was no old business to discuss.

9 NEW BUSINESS

9.1 Memorandum of Understanding between the Town of Pembroke Park and Florida Highway & Safety Motor Vehicles to Access Driver and Vehicle Information Database System (DAVID) - Chief Decoursey

Police Chief Decoursey stated that the agreement was necessary for officers to obtain information on vehicles and driver while on duty. The mayor instructed the Town Clerk to add the item to the regular agenda for a vote.

9.2 Renewal for Barracuda - IT Director Pakula

The mayor instructed the Town Clerk to add the item to the consent agenda for a vote.

9.3 New Dell Hardware for Town - IT Director Pakula

The mayor instructed the Town Clerk to add the item to the consent agenda for a vote.

9.4 Transitioning to KnowBe4 for Security Awareness Training

The mayor instructed the Town Clerk to add the item to the consent agenda for a vote.

9.5 Software Enterprise

The mayor instructed the Town Clerk to add the item to the consent agenda for a vote.

10 DISCUSSION

There were no discussion items.

11 ATTORNEY COMMENTS

Town Attorney Horowitz informed the Commission that an update on pending litigation will be provided at the next meeting. He also offered to assist any members who need to complete their ethics hours.

12 TOWN MANAGER COMMENTS

Town Manager Lynch is expecting a meeting with EPA representatives regarding the property affected by ground leaching and anticipates receiving a full report.

13 COMMISSIONER COMMENTS

- 13.1 Commissioner Jacobs – There were no comments.
Acting Clerk Commissioner Kashem – There were no comments.
Clerk Commissioner Hodgkins – There were no comments.
Vice Mayor Morrissette – There were no comments.
Mayor Mohammed – The Mayor stated that the Public Storage VP, Engineer, and Architect do not need to attend the meeting scheduled for December 11, 2024.

14 ANNOUNCEMENTS

Town of Pembroke Park
Workshop Commission Meeting
December 2, 2024

Regular Meeting Commissions Meeting 12/11/2024
Bargaining and Special Meeting 12/12/2024
Toy Give Away 12/19/2024

15 ADJOURNMENT

With no further business to discuss meeting adjourned at 8:03 p.m.

ATTEST:

Cynthia Garcia- Lima, Town Clerk
Commission approved on: March 13, 2025

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

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

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



MINUTES REGULAR COMMISSION MEETING

7:00 PM - Wednesday, December 11, 2024
Commission Chambers

The REGULAR COMMISSION MEETING of the Town of Pembroke Park was called to order on Wednesday, December 11, 2024, at 7:00 PM, in the Commission Chambers, with the following members present:

PRESENT: Mayor Ashira Mohammed; Vice Mayor Erik Morrisette; Clerk Commissioner William Hodgkins; Acting Clerk Commissioner Musfika Kashem; Commissioner Geoffrey Jacobs

EXCUSED:

1 CALL TO ORDER

Mayor Mohammed called the meeting to order at 7:00pm.

2 PLEDGE OF ALLEGIANCE

Led by the Mayor and the Commissioners.

3 ROLL CALL

The meeting was called to order at 7:02 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; William Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; Geoffrey Jacobs, Commissioner.

Additional staff in attendance were Jacobs Horowitz, Town Attorney; Cynthia Garcia-Lima, Town Clerk; Chandler Williamson, Deputy Town Manager; and Town Manager David Lynch

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

Mayor Mohammed entertained a motion to adopt the agenda as is.

5 PRESENTATIONS / PROCLAMATIONS

There were no presentations or proclamations.

Town of Pembroke Park
Regular Commission Meeting
December 11, 2024

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6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

Johnathan Dilpolia spoke on Resolution 2024-023, stating that the EEOC has declined to investigate and that the Sun Sentinel refuses to cover the issue. He emphasized that those who have attacked Commissioner Jacobs should be investigated, and that the mistreatment of Commissioner Jacobs must end. Instead, he urged the Commissioners to come together and work with Commissioner Jacobs, who was fairly elected by the residents of Pembroke Park.

Mayor Mohammed stated for the record this item is on for tomorrow's Commission Meeting agenda, but his comments and statements will be carried over to tomorrow's agenda.

7 CONSENT AGENDA

- 7.1 Approval of a Memorandum of Understanding (MOU) between the Town of Pembroke Park and the Florida Highway Safety and Motor Vehicles (FLHSMV) for Access to the Driver and Vehicle Information Database (DAVID) System.
- 7.2 Approval of an Agreement between the Town of Pembroke Park and CivicPlus for a Software System to Support the Building, Code Enforcement, and Business Tax Receipts Departments.
- 7.3 Approval to Purchase and Transition to KnowBe4 Software for Security Awareness Training.
- 7.4 Approval to Purchase new hardware for the Town from Dell.
- 7.5 Approval of Renewing the Agreement between the Town of Pembroke Park and CSPi for the Barracuda Software Renewal - IT Director Pakula

ACTION: Clerk Commissioner Hodgkins made a motion to approve the Consent Agenda. Vice Mayor Morrisette seconded the motion, and it passed unanimously on a poll vote.

8 RESOLUTIONS

There were no resolutions.

9 ORDINANCES

There were no ordinances.

10 NEW BUSINESS

- 10.1 Discussion and possible action of a resolution declaring a sister city relationship with the city of Dinajpur, Bangladesh and encouraging outstanding relations with our new sister city Dinajpur, Bangladesh and also committing the Town of Pembroke Park in a relationship of goodwill, friendly exchange of ideas and mutual help for each community as is within the scope of capability of each municipality.

Mayor Mohammed commented that the Town is a member of Sister Cities International Organization. The Town has the ability to do Sister Cities relations with other cities.

Acting Clerk Commissioner Kashem stated Bangladesh is known for their strong and rich culture, history and education. Having a Sister City partnership between the Town of Pembroke Park and Dinajpur, Bangladesh will benefit the youth and residents of the town to promote culture and foster collaborations such as in business development, education and community projects.

- 10.2 Presentation of a Proclamation declaring the sister relationship between the Town of Pembroke and Dinajpur, Bangladesh, and congratulating the citizens of both municipalities for their efforts to submit this relationship for the benefit of all.

ACTION: Vice Mayor Morrisette made a motion to Authorize Acting Clerk Commissioner Kashem represent the Town of Pembroke Park in Bangladesh as representative of the Town and engage in partnership discussions and approve Resolution. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

- 10.3 Commissioner's Pension Update

Mayor Mohammed commented she will entertain a motion to ratify the Actuarial Agreement heard at the pension board meeting with the clarification that the Town Manager and Town Attorney will review to get this moving forward to get the agreement signed.

ACTION: Vice Mayor Morrisette made a motion to approve agreement with the condition that it is reviewed between the Town Attorney and Town Manager. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

11 OLD BUSINESS

There was no old business.

12 DISCUSSION

- 12.1 Consideration and possible action for a critical repair to the air conditioning to the second and third floor.

Deputy Town Manager Williamson presented the town's request for critical repair to the air conditioning to the second floor and third floor.

ACTION: Vice Mayor Morrisette made a motion to approve Aquamic Corporation, Bid for \$25,000. Acting Clerk Commissioner Kashem, seconded the motion, and passed on a 4 to 1 poll vote with Clerk Commissioner Hodgkins opposing.

13 ATTORNEY REPORTS

Town Attorney Horowitz presented an update on pending litigation files. Currently the town has 5 open files, 2 pre-suits, 2 pending claims and 1 EEOC case.

14 TOWN MANAGER REPORTS

Town Manager Lynch commented he met with the Bangladesh Consul and discussed possible trade missions. He also commented on the Workshop and Regular Commission meeting schedules.

15 COMMISSION REPORTS

Commissioner Geoffrey Jacobs had no comments.

Acting Clerk Commissioner Musfika Kashem, thanked the Commissioners and the Public for allowing Bangladesh to be one Sister City to the Town of Pembroke Park.

Clerk Commissioner William R. Hodgkins had no comments.

Vice Mayor Erik Morrisette had no comments

Mayor Ashira Mohammed advised Town Attorney Horowitz she would like the Procurement process to mirror the City of Pembroke Pines. She encouraged the Commissioners to become members of IGLIA a government organization. She also requested Commissioners to inform their assistants of any conferences they are planning to attend with anticipation so they can make traveling and reservation arrangements.

16 ANNOUNCEMENTS

- 16.1 Collective Bargaining Session, Thursday, December 12, 2024, at 9:30 a.m.
Special Commission Meeting, Thursday, December 12, 2024, at 7:00 p.m.
Workshop Commission meeting, Wednesday, January 8, 2025, at 6:00 p.m.
Regular Commission meeting, Wednesday, January 8, 2025, at 7:00 p.m.
Special Magistrate Hearing, January 15, 2025, at 9:00 a.m.

17 ADJOURNMENT

With no further Town Business to discuss, the meeting adjourned at 7:30pm.

ATTEST:

Cynthia Garcia-Lima, Town Clerk
Commission approved on: March 13, 2025

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

Town of Pembroke Park
Regular Commission Meeting
December 11, 2024

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



MINUTES SPECIAL COMMISSION MEETING

7:00 PM - Thursday, December 12, 2024
Commission Chambers

The SPECIAL COMMISSION MEETING of the Town of Pembroke Park was called to order on Thursday, December 12, 2024, at 7:00 PM, in the Commission Chambers, with the following members present:

PRESENT: Mayor Ashira Mohammed; Vice Mayor Erik Morrisette; Clerk Commissioner William Hodgkins; Acting Clerk Commissioner Musfika Kashem; and Commissioner Geoffrey Jacobs

Acting Clerk Commissioner Kashem left the meeting at 8:25pm.

EXCUSED:

1 CALL TO ORDER

Mayor Mohammed called the meeting to Order at 7:00 PM

2 PLEDGE OF ALLEGIANCE

Led by Mayor and Commissioners.

3 ROLL CALL

The meeting was called to order at 7:00 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrisette, Vice Mayor; William Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were Jacob Horowitz, Town Attorney; Cynthia Garcia-Lima, Town Clerk; David Lynch, Town Manager

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

There were no deletions or withdrawals to the agenda.

5 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

There were no public comments.

Town of Pembroke Park
SPECIAL COMMISSION MEETING
December 12, 2024

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6 PRESENTATIONS

There were no presentations.

7 RESOLUTIONS

7.1 RESOLUTION NO. 2024-023 – Clerk Commissioner Hodgkins

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND ADOPTING ARTICLES OF CENSURE AGAINST COMMISSIONER GEOFFREY JACOBS; FINDING THAT COMMISSIONER JACOBS HAS VIOLATED SEC. 2-16 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "CODE OF CONDUCT FOR ELECTED AND APPOINTED OFFICIALS;" FINDING THAT COMMISSIONER JACOBS' BEHAVIOR IS UNACCEPTABLE AND THAT HE MUST MAINTAIN ORDER, DECORUM, CIVILITY AND RESPECT; AND PUBLICLY REPRIMANDING COMMISSIONER JACOBS FOR HIS CONTINUED PUBLIC BEHAVIOR AND MISCONDUCT; DIRECTING THE PUBLIC TRANSMITTAL OF THIS RESOLUTION, ALONG WITH THE PRIOR RESOLUTION OF CENSURE, RELEVANT INVESTIGATIVE REPORTS, AND REPORTS OF THE INSPECTOR GENERAL'S OFFICE TO BE TRANSMITTED TO THE GOVERNOR; REQUESTING THAT THE GOVERNOR SUSPEND COMMISSIONER JACOBS FROM OFFICE PURSUANT TO SECTION 112.51, F.S.; PROVIDING FOR CONFLICTS; PROVIDING

Attorney Michael Pizzi, 6625 Miami Lakes Drive, representing Commissioner Jacobs, addressed the Commission, stating for the record that he had requested a postponement of the meeting to allow Commissioner Jacobs due process, discovery from the town, and the opportunity to present witnesses. He criticized the hearing as unfair and lacking due process and argued against censuring Commissioner Jacobs. Mr. Pizzi also submitted a complaint filed by his firm against the Town into the record.

Town Attorney Horowitz entered the Censure Procedures into the record.

The Commission engaged in an extensive discussion on the matter. Mr. Pizzi was informed that censorship is not a trial and that the Commission is not a courtroom. It was noted that proper notification of the hearing had been given, and the Commission had the authority to proceed if they chose to do so.

Clerk Commissioner Hodgkins explained his reasoning for sponsoring the resolution, stating that he felt Commissioner Jacobs showed a lack of remorse and that a simple apology would have sufficed.

Both Mayor Mohammed and Commissioner Jacobs recused themselves from the

vote.

ACTION: Vice Mayor Morrisette made a motion to approve Resolution No. 2024-023. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote 3 to 0 with Commissioner Jacobs excluding himself from vote.

8 ORDINANCES

There are no new ordinances.

9 OLD BUSINESS

There was no old business to discuss.

10 NEW BUSINESS

There was no new business to discuss.

11 ATTORNEY COMMENTS

There were no Attorney comments.

12 TOWN MANAGER COMMENTS

There were no Town Manager comments.

13 COMMISSIONER COMMENTS

Clerk Commissioner Hodgkins did not have any comments.

Commissioner Jacobs did not have any comments.

Acting Clerk Commissioner did not have any comments.

Vice Mayor Morrisette did not have any comments.

Mayor Mohammed did not have any comments.

14 ANNOUNCEMENTS

Workshop Commission meeting, Wednesday, January 8, 2025, at 6:00 p.m.

Regular Commission meeting, Wednesday, January 8, 2025, at 7:00 p.m.

Special Magistrate Hearing, January 15, 2025, at 9:00 a.m.

15 ADJOURNMENT

With no further Town business to discuss, meeting adjourned at 8:30 PM

ATTEST:

Cynthia Garcia-Lima, Town Clerk

Commission approved on: March 13, 2025

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

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

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



MINUTES WORKSHOP COMMISSION MEETING

6:00 PM - Wednesday, January 8, 2025
Commission Chambers

The WORKSHOP COMMISSION MEETING of the Town of Pembroke Park was called to order on Wednesday, January 8, 2025, at 6:00 PM, in the Commission Chambers, with the following members present:

PRESENT: Mayor Ashira Mohammed; Vice Mayor Erik Morrisette; Clerk Commissioner William Hodgkins; Acting Clerk Commissioner Musfika Kashem; and Commissioner Geoffrey Jacobs

EXCUSED:

1 CALL TO ORDER

Mayor Mohammed called the meeting to order at 6:03pm.

2 PLEDGE OF ALLEGIANCE

Led by the Mayor and the Commissioner.

3 ROLL CALL

The meeting was called to order at 6:03pm by Mayor Mohammed. Present at the meeting were Mayor Ashira Mohammed, Erik Morrisette, Vice Mayor; Musfika Kashem, Acting Clerk Commissioner, (via phone), Clerk Commissioner William R. Hodgkins and Geoffrey Jacobs, Commissioner (via phone).

Additional staff in attendance were Jacob Horowitz, Town Attorney; Cynthia Garcia-Lima, Town Clerk; Mark Pakula, Information Technology Director; Daniel Decoursey, Police Chief; David Lynch, Town Manager; Chandler Williamson, Deputy Town Manager; Jeffrey Louis, Building Manager; Captain Michael Kane, Fire Chief; James Davermann, Finance Director; and Stanley Merantus, Public Works Director.

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

There were no deletions or withdrawals to the agenda.

5 PRESENTATIONS

5.1 Vulnerability Assessment - Kimley-Horn and Associates, Inc.

Public Services Director Merantus came forward and introduced Matt Brosman, engineer with Kimley-Horn and Associates, who presented a presentation on Vulnerability Assessment.

5.2 Stormwater Master Plan - Kimley-Horn and Associates, Inc.

Public Services Director Merantus came forward and introduced Tiffany Sten. Ms. Sten presented on the Stormwater Master Plan.

5.3 Wastewater Master Plan - Craig A. Smith and Associates, LLC

Public Services Director Merantus came forward and introduced Daniel Shunt. Mr. Shunt made a presentation on the Wastewater Master Plan.

6 REPORTS OF COMMITTEES AND TOWN STAFF

6.1 Department Monthly Updates:

Finance Department – James Davermann

Finance Director Davermann came forward and provided an update on the 2024 Budget.

Building and Facilities Department – Jeffrey Louis

Building Department Manager Louis came forward and provided an update on projects and violations.

Police Department- Chief Decoursey

Chief Decoursey came forward and provided an update on police patrol, incidents and hires.

Public Service Department- Stanley Merantus

Public Services Director Merantus came forward and provided an update on operations and services.

Fire Rescue Department- Captain Kane
Captain Kane came forward and provided statistics for the months of
November through December 2024.

IT Department- Mark Pakula
IT Director Mark Pakula came forward and provided updates on new and
current projects.

7 OLD BUSINESS

There was no old business.

4

8 NEW BUSINESS

8.1 Fiber for the Police Department- I.T. Director Pakula

Mayor Mohammed asked to place item under the Consent Agenda section
for the January 15, 2025, Regular Commission Meeting.

8.2 Ordinance Amending Section 2-125 - Town Attorney Horowitz

Mayor Mohammed asked to place item under the Ordinance section for
the January 15, 2025, Regular Commission Meeting.

**8.3 Authorization to Award a Contract for the Purchase and Installation of
GeoSCADA Electronic Monitoring System Project**

Mayor Mohammed asked to place item under the Consent Agenda section
for the January 15, 2025, Regular Commission Meeting.

8.4 Approval of Meeting Minutes
September 11, 2024, Budget Hearing
September 11, 2024, Regular Commission Meeting
September 25, 2024, Workshop Commission Meeting
September 25, 2024, Final Budget Hearing
October 15, 2024, Regular Commission Meeting

Mayor Mohammed asked to place item under the Consent Agenda section
for the January 15, 2025, Regular Commission Meeting.

9 DISCUSSION

9.1 Invoices exceeding \$500.00 - Mayor Mohammed

Mayor Mohammed mentioned the Invoices exceeding \$500.00 should be included in the Finance Monthly report so every commission member can see the expenses over \$500.00.

9.2 VIA Actuarial Solutions Engagement Letter- Town Attorney

Town Attorney Horowitz explained that since this agreement was not obtained through the usual procurement process, he will be adding an addendum to ensure compliance with proper procedures. The ordinance for the upcoming meeting is expected to address this exemption moving forward. Mayor Mohammed acknowledged his remarks and expressed his intent to proceed with the ordinance.

10 ATTORNEY COMMENTS

Town Attorney Horowitz reminded the Commission that the Ethics Disclosures for 2024 need to be filed and completed by January 31, 2025. The Broward League of Cities is planning an ethics training on January 31st in Plantation, FL. He will provide more details.

11 TOWN MANAGER COMMENTS

Town Manager Lynch directed the Town Clerk to schedule a Special Commission Meeting to go in depth on the Stormwater Master Plan, Vulnerability Assessment, Wastewater Master Plan. He announced the Food Drive in January was cancelled and would be held in February.

Town Manager Lynch stated the cost for the EPA project will be \$60 million. This is not a small project. He commended Commissioner Hodgkins pushing the EPA. EPA objective to break ground end of the 2025.

Deputy Manager Williamson reported he is finalizing the Legislative preparations for Tallahassee. Deputy Manager Williamson is wrapping up with projects and activities that will take place in February going into March for the Legislative session in Tallahassee.

Mr. Sigerson, Town Lobbyist, came forward and informed the Commission he attended the Legislative Delegation meeting along with Deputy Manager Williamson.

12 COMMISSIONER COMMENTS

Commissioner Jacobs stated now that all storms' sewers are completed. He wants to make sure the Town Manager and the Public Works Department Keep a 5-year plan in place to make sure the issues from the past do not happen again.

Acting Clerk Commissioner Kashem had no comments.

Clerk Commissioner Hodgkins informed the Commission that he had a productive meeting with the EPA regarding the town's toxic site to understand the delays. The process has been slowed due to issues with Broward County, and BID requests for contractors will be issued, which typically take about six months. However, progress is being made. The state is allocating \$30 million to support the EPA project, while the federal government will contribute \$20 million.

Vice Mayor Morrisette had no comments.

Mayor Mohammed has no comments.

13 ANNOUNCEMENTS

Regular Commission Meeting, January 15, 2025, at 7:00 p.m.

Special Magistrate Hearing, January 15, 2025, at 9:00 a.m.

Workshop Commission Meeting, January 29, 2025, at 6:00 p.m.

14 ADJOURNMENTS

With no further Town Business, the meeting adjourned at 7:28pm.

ATTEST:

Cynthia Garcia-Lima, Town Clerk

Commission approved on: March 13, 2025

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

Town of Pembroke Park
Workshop Commission Meeting
January 8, 2025

need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

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

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



MINUTES REGULAR COMMISSION MEETING

7:00 PM - Wednesday, January 15, 2025
Commission Chambers

The REGULAR COMMISSION MEETING of the Town of Pembroke Park was called to order on Wednesday, January 15, 2025, at 7:00 PM, in the Commission Chambers, with the following members present:

PRESENT: Vice Mayor Erik Morrisette, Clerk Commissioner Williams R. Hodgkins, Commissioner Geoffrey Jacobs, Town Manager David Lynch, Town Attorney Jacob Horowitz, Acting Clerk Commissioner Musfika Kashem (via phone)

Mayor Mohammed joined the meeting at 7:18pm.

1 CALL TO ORDER

Vice Mayor Morrisette called the meeting to order at 7:12 pm.

2 PLEDGE OF ALLEGIANCE

Led by Commissioner Jacobs and Commissioners.

3 ROLL CALL

The meeting was called to order at 7:12pm by Vice Mayor Morrisette. Present were Commissioner Geoffrey Jacobs, Vice Mayor Erik Morrisette, Clerk Commissioner Williams R. Hodgkins, Acting Clerk Commissioner Musfika Kashem.

Additional staff in attendance were Jacob Horowitz, Town Attorney; Cynthia Garcia-Lima, Town Clerk; David Lynch, Town Manager; Chief Daniel Decoursey; Police Chief; Mark Pakula, IT Director

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

Commissioner Jacobs recommended moving section 5.1 down to section 10 as 10.1.

5 PRESENTATIONS / PROCLAMATIONS

5.1 Certificate of Appreciation to Volunteers for the Thanksgiving Turkey Drive and Toy Giveaway – moved to 10.1

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

There were no Public Comments.

7 CONSENT AGENDA

7.1 Approval of Meeting Minutes
September 11, 2024, Budget Hearing
September 11, 2024, Regular Commission Meeting
September 25, 2024, Final Budget Hearing
October 15, 2024, Regular Commission Meeting

7.2 Fiber for the Police Department- IT Director Mark Pakula

7.3 Award Agreement for the Purchase and Installation of the GeoSCADA Electronic Monitoring System Project

RESOLUTION NO. 2025-004

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND AWC OF LOUISIANA, INC, ATTACHED HERETO AS EXHIBIT "A," FOR PURCHASE, INSTALLATION, AND MONITORING OF THE SCADA SYSTEM; AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL ACTION NECESSARY IN FURTHERANCE OF THE AGREEMENT, INCLUDING ACCEPTING NON-SUBSTANTIAL CHANGES AND ANY OTHER ACTION TO ENSURE COMPLIANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Commissioner Jacobs made a motion to approve the Consent Agenda. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

8 RESOLUTIONS

8.1 Public Storage IV LTD - Parking Reduction - Planning Consultant Vonder Meulen

File No: 23-PR-02

Applicant: Public Storage IV LTD

Address: 3080 Pembroke Road

Request: The applicant is requesting a parking reduction approval to reduce parking from 352 parking spaces to 29 parking spaces to construct a self-storage facility.

RESOLUTION NO. 2025-001

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PARKING REDUCTION APPLICATION SUBMITTED BY PUBLIC STORAGE IV LTD, A FLORIDA LIMITED LIABILITY COMPANY, FOR CERTAIN REAL PROPERTY LOCATED IN THE EAST 150 FEET OF TRACT Q IN BLOCK 50 OF RESUBDIVISION OF A PORTION OF LAKE FOREST SECTION FOUR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 43, AT PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR RECORDING OF PARKING REDUCTION ORDER IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Town Attorney Horowitz read the resolution into record.

ACTION: Commissioner Jacobs made a motion to approve resolution. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

8.2 Public Storage IV LTD - Site Plan - Planning Consultant Vonder Meulen

File No: 23-SP-04

Applicant: Public Storage IV LTD

Address: 3080 Pembroke Road

Request: The applicant is seeking to upgrade and modernize the self-storage facility on the property by demolishing the existing facility.

RESOLUTION NO. 2025-002

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A SITE DEVELOPMENT PLAN FOR APPLICATION 23-SP-04 GENERALLY LOCATED AT 3080 PEMBROKE ROAD, PEMBROKE PARK, KNOWN AS THE PUBLIC STORAGE - SELF STORAGE FACILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Horowitz read the resolution into record.

ACTION: Commissioner Jacobs made a motion to approve resolution. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

8.3 VIA Actuarial Solutions Engagement Letter - Town Attorney Horowitz

RESOLUTION NO. 2025-003

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND VIA ACTUARIAL SOLUTIONS, ATTACHED HERETO AS EXHIBIT "A," FOR ACTUARIAL SERVICES; AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Town Attorney Horowitz read the resolution into record.

ACTION: Clerk Commissioner Hodgkins made a motion to approve resolution. Commissioner Jacobs seconded the motion, and it passed unanimously on a poll vote.

9 ORDINANCES, FIRST READING

9.1 Ordinance Amending Section 2-125 - Town Attorney Horowitz

ORDINANCE 2025-001

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE V OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PROCUREMENT;" BY SPECIFICALLY AMENDING SECTION 2-125 OF THE TOWN CODE, ENTITLED "APPLICATION AND EXCLUSIONS;" PROVIDING FOR AN AMENDED PROCESS TO WAIVE CERTAIN COMPETITIVE BIDDING

REQUIREMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Horowitz read the ordinance into the record and reminded the Commission that during the previous workshop, they had requested an amendment to the procurement code regarding the waiver of competitive procedures. He clarified that this is not a new practice for the town, as the current code already allows the Commission to waive certain competitive procurement requirements when deemed in the town's best interest. While the existing code mandates that such waivers be approved by resolution, the proposed ordinance removes this requirement. Instead, it stipulates that if the Commission chooses to waive the competitive process, they must clearly state the reasoning on record to justify why it benefits the town.

ACTION: Mayor Mohammed made a motion to approve the ordinances at first reading. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

10 NEW BUSINESS

(5.1)10.1 Certificate of Appreciation to Volunteers for the Thanksgiving Turkey Drive and Toy Giveaway

Mayor Mohammed presented all volunteers with certificates of appreciation for their help and dedication to the community.

11 OLD BUSINESS

There was no old business to discuss.

12 DISCUSSION

Commissioner Jacobs expressed concern about a camera installed on Hallandale Beach Blvd. Police Chief Decoursey explained that the camera is a license plate reader currently being tested. He also assured the Commission that reports on school zone cameras would be provided.

Commissioner Jacobs also emphasized the need for the building department to comply with the new regulations.

Town Manager Lynch informed that they are currently hiring a building official.

Mayor Mohammed informed the Commission that ICNA relief would like for the Town of Pembroke Park to sponsor a table for their Gala event.

ACTION: Vice Mayor Morissette made a motion to approve ICNA Relief of South Florida sponsorship (non-profit) of one (1) table. Commissioner Jacobs seconded the motion, and it passed unanimously on a poll vote.

13 ATTORNEY REPORTS

Town Attorney Horowitz informed the Commission that there is an Ethics Training on January 31st from 9 am to 1 pm.

14 TOWN MANAGER REPORTS

Town Manager Lynch was ecstatic about the food drive; however, it will need to be postponed to February 15th.

15 COMMISSION REPORTS

Commissioner Jacobs is working closely with Deputy Town Manager Williamson and Town Manager Lynch to highlight the issues facing the community.

Acting Clerk Commissioner Kashem had no comments to report.

Clerk Commissioner Hodgkins had no comments to report.

Vice Mayor Morrisette had no comments to report.

Mayor Mohammed had no comments to report.

16 ANNOUNCEMENTS

- Planning & Zoning Board Meeting, January 16, 2025, at 6:00 p.m.
- 6.1. Workshop Commission Meeting, January 29, 2025, at 6:00 p.m.
- Regular Commission Meeting, February 12, 2025, at 7:00 p.m.
- Special Magistrate Hearing, February 19, 2025, at 9:00 a.m.

17 ADJOURNMENT

With no further Town business to discuss, the meeting was adjourned at 8:09pm

ATTEST:

Cynthia Garcia-Lima, Town Clerk

Commission approved on: March 13, 2025

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

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

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

Town of Pembroke Park
Regular Commission Meeting
January 15, 2025

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MINUTES WORKSHOP COMMISSION MEETING

6:00 PM - Wednesday, January 29, 2025
Commission Chambers

The WORKSHOP COMMISSION MEETING of the Town of Pembroke Park was called to order on Wednesday, January 29, 2025, at 6:00 PM, in the Commission Chambers, with the following members present:

PRESENT: Vice Mayor Erik Morrisette; Clerk Commissioner William Hodgkins and Commissioner Geoffrey Jacobs

EXCUSED:

1 CALL TO ORDER

Vice Mayor Morrisette called the meeting to order at 6:04pm.

2 PLEDGE OF ALLEGIANCE

Led by Mayor and Commissioners.

3 ROLL CALL

The meeting was called to order at 6:04 pm by Vice Mayor Morrisette. Present at the meeting were Erik Morrisette, Vice Mayor, William Hodgkins, Clerk Commissioner and Geoffrey Jacobs, Commissioner.

Additional staff in attendance were Jacobs Horowitz, Town Attorney; Cynthia Garcia-Lima, Town Clerk; David Lynch, Town Manager; Chief Daniel Decoursey; Police Chief; Mark Pakula, IT Director, James Davermann; Finance Director, Stanley Merantus, Public Works Director; Jeffrey Louis, Building Department Manager

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

Vice Mayor Morrisette proposed to remove 11.3 to 11.8 to a later agenda as Mayor Mohammed was not present in the meeting.

5 PRESENTATIONS

5.1 One Blood - Blood Drive

Conrad Bernier came forward and asked the Town to promote a blood drive.

6 REPORTS OF COMMITTEES AND TOWN STAFF

6.1 Police Department - Police Chief Daniel Decoursey

Police Chief Daniel Decoursey provided an update on the department.

6.2 Finance Department - Finance Director James Davermann

Finance Director Davermann spoke about a recent bid and how the Evaluation Committee was meeting, budget updates and informed the Commission he has a new staff starting on February 3, 2025.

6.3 Public Services Department - Director Stanley Merantus

Public Services Director Merantus updated the Commissioners on recent events and accomplishments.

6.4 Building Department - Building Manager Jeffrey Louis

Building Department Manager Louis presented updates on the department and for code violations.

7 RESOLUTIONS

7.1 File No: 23-Plat-01

Applicant: Public Storage IV LTD / Bohler Engineering FL, LLC

Address: 3080 Pembroke Road

Request: Plat Approval – new five-story 210,775 gross square foot self-storage with accessory office.

RESOLUTION NO: 2025-005

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PS PEMBROKE PLAT LYING ON THE SOUTHEAST CORNER OF PEMBROKE ROAD AND SW 31st AVENUE; PROVIDING AN EFFECTIVE DATE.

Town Attorney Horowitz read the resolution into record.

Michael Vonder Muelen, Keith Consultants, Town Planner, presented on the application for plat approval.

Vice Mayor Morrisette instructed to add on the next agenda.

7.2 File No: 24-PR-03

Applicant: MHP Broward I, LTD / Kimley-Horn and Associates, Inc

Address: NE Corner of SW 56th Avenue & County Line Road

Request: Parking Reduction Approval to reduce parking from 305 parking spaces to 168 parking spaces to construct a new 10-story building consisting of 150 affordable senior residential units.

RESOLUTION NO: 2025-006

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PARKING REDUCTION APPLICATION NO. 24-PR-03, ATTACHED HERETO AS EXHIBIT "A," SUBMITTED BY PEMBROKE K2 LLC/ MHP BROWARD I, LTD, A FLORIDA LIMITED LIABILITY COMPANY, FOR CERTAIN REAL PROPERTY LOCATED IN HOLLYWOOD RIDGE FARMS 2-16 MISC LOT 1, LESS PT THEREOF AS DESC IN INSTR #118460282 & LESS POR PER OR 30615/1187, PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR RECORDING OF PARKING REDUCTION ORDER IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Town Attorney Horowitz read the resolution into record.

Michael Vonder Muelen, Keith Consultants, Town Planner, presented the application for parking reduction approval.

Commissioner Jacobs raised concern regarding the amount of parking spaces provided, and the lack of electrical vehicle stations

Scarlet Perez, McDowell Housing Partners, came forward and stated that they have provisions for electric parking, but unless it's required by Code or Broward County, they are not providing.

The Commission continued discussion regarding the project and the parking reduction request.

Vice Mayor Morrisette instructed to be heard on the next agenda for a vote.

8 2ND READING ORDINANCE

8.1 Ordinance Amending Section 2-125 - Town Attorney Horowitz ORDINANCE 2025-001

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE V OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "PROCUREMENT;" BY SPECIFICALLY AMENDING SECTION 2-125 OF THE TOWN CODE, ENTITLED "APPLICATION AND EXCLUSIONS;" PROVIDING FOR AN AMENDED PROCESS TO WAIVE CERTAIN COMPETITIVE BIDDING REQUIREMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Horowitz stated that the ordinance waives the resolution requirement with respect to the waiver of bidding procedures and requires a statement of why it's in the interest of the public's interest.

9 OLD BUSINESS

There was no old business to discuss.

10 NEW BUSINESS

10.1 Audio-Visual System Upgrade and Production Integration – IT Director Pakula

IT Director Pakula came forward and presented on the audio-visual system.

Vice Mayor Morrisette requested the item be placed on the consent agenda.

11 DISCUSSION

11.1 Discussion and possible action to increase the town's minimum starting salary to \$52,000 per year - Commissioner Jacobs

Commissioner Jacobs recommended increasing the Town's minimum starting salary to \$52,000, emphasizing that the adjustment would help

employees manage the rise in the cost of living and inflation, which has made affordability more challenging.

Clerk Commissioner Hodgkins and Vice Mayor Morrisette concurred.

Vice Mayor Morrisette requested this item be placed on the consent agenda.

11.2 Financial Literacy Program - Vice Mayor Morrisette and Town Manager Lynch

Vice Mayor Morrisette shared that he learned about this program at an NLC conference. He met with the CEO of First Florida Credit Union, who showed him an existing Financial Literacy program they have in place for youth. His goal in implementing this initiative is to educate young people on best financial practices.

Town Manager Lynch aims to target ninth graders for this program and plans to hold it at Town Hall.

Commissioner Jacobs expressed no opposition to the program as long as it remains cost-free for the town and continues to be promoted within the community.

Town Manager Lynch noted that there would be a minimal cost involved.

Town Attorney Horowitz requested more details on how the program works. From an administrative standpoint, there is no issue with implementing the program, and by consensus, the Town Manager can move forward with it. If the town chooses to establish the program, no resolution or motion is required for approval. However, the expenditure and investment of public funds may be subject to different conditions. He noted that there are specific limitations on how public funds can be invested and stated that he did not have enough information about the program to determine whether it would comply with those requirements.

Commissioner Jacobs recommended directing the Town Manager and Town Attorney to review the program and provide recommendations to the Commission at an appropriate time.

11.3 ~~Park Canopy for Raymond P. Oglesby Preserve Park – Mayor Mohammed~~
Removed from the agenda.

- 11.4 ~~Replacement Modular Structure for Howard P. Clark Linear Walkway – Mayor Mohammed~~
Removed from the agenda.
- 11.5 ~~Community Center – Mayor Mohammed~~
Removed from the agenda.
- 11.6 ~~Play Ball National Event – June 13, 2025 through June 15, 2025 – Mayor Mohammed~~
Removed from the agenda.
- 11.7 ~~Climate Action Plan – Mayor Mohammed~~
Removed from the agenda.
- 11.8 ~~Town Wide Banners and Video – Mayor Mohammed~~
Removed from the agenda.

12 ATTORNEY COMMENTS

Town Attorney Horowitz noted that the Ethics Training will take place on Friday, January 31st, from 9:00 AM to 1:00 PM in Plantation for anyone who needs to complete it or wishes to attend.

13 TOWN MANAGER COMMENTS

Town Manager Lynch noted that the 4Life Rings will be placed in Patrick Bejan Park in memory of Aiden Perry and his heroic sacrifice. His mother will be providing the rings, and a ring ceremony is scheduled for February 3rd. However, if the Commissioners are unable to attend, the ceremony can be rescheduled to ensure everyone's participation. Additionally, another bargaining meeting is scheduled for February 5, 2025.

14 COMMISSIONER COMMENTS

- 14.1 Commissioner Jacobs requested update on lift stations.

Acting Clerk Commissioner Kashem did not attend the meeting.

Clerk Commissioner Hodgkins had no comments.

Vice Mayor Morrissette had no comments.

Mayor Mohammed did not attend the meeting.

15 ANNOUNCEMENTS

- 15.1 Special Commission Meeting, Saturday, February 1, 2025, at 10:00 a.m.
- Collective Bargaining Session, Wednesday, February 5, 2025, at 10:00 a.m.
- Regular Commission Meeting, Wednesday, February 12, 2025, at 7:00 p.m.
- Special Magistrate Hearing, Wednesday, February 19, 2025, at 7:00 p.m.
- Workshop Commission Meeting, Wednesday, February 26, 2025, at 6:00 p.m.

CALENDAR OF EVENTS

Food Drive, Saturday, February 15, 2025, at 10:00 a.m.

16 ADJOURNMENT

With there no further business to discuss, the meeting was adjourned at 7:21 p.m.

ATTEST:

Cynthia Garcia-Lima, Town Clerk

Commission approved on: March 13, 2025

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.

Town of Pembroke Park
Workshop Commission Meeting
January 29, 2025

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Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.



Agenda Item Report

Subject:	Town's Website Upgrade - IT Director Pakula Review and consideration of approval of an upgrade to the Town's website through CivicPlus to enhance functionality, user experience, and accessibility
Meeting Date:	Regular Commission Meeting - March 13, 2025
Prepared For:	IT Department
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	Approve Item
Background Information:	The current website requires improvements to better serve residents, businesses, and visitors. CivicPlus, a government-focused website provider, offers enhanced features including improved navigation, mobile responsiveness, and accessibility compliance.
Staff Recommendations:	Approving Item
Financial Implications:	This is a budgeted item. The one-time implementation fee is \$15,961.50, and the annual fee is \$5,919.00. I would ask not to exceed \$24,000.00
Alternatives:	

ATTACHMENTS:

[Pembroke Park Website](#)

[Addendum \(Civic Plus - 88338-1\) 4922-7113-9105 1](#)

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-88338-1

12/4/2024 12:49 PM

3/31/2025

Client:

Town of Pembroke Park, FL

Bill To:

Pembroke Park FL - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Joseph Borelli		joseph.borelli@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	DNS and Domain Hosting Setup	DNS and Domain Hosting Setup: URL
1.00	Ultimate Implementation - CivicEngage Central	Ultimate Implementation - CivicEngage Central
145.00	Website Content Development - 1 Page	Content Development - 1 Page
6.00	Website New Customer Virtual System Training - Up to 3 hours	Website Virtual System Training - Up to 3 hours & 12 attendees
1.00	Alignment Virtual Consulting	Up to 2 days virtual consult. Recommended group 8 or less.

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central

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QTY	PRODUCT NAME	DESCRIPTION
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: URL
1.00	DNS and Domain Hosting Annual Fee	DNS and Domain Hosting Annual Fee: URL

List Price - Initial Term Total	USD 34,004.00
Total Investment - Initial Term	USD 15,961.50
Annual Recurring Services (Subject to Uplift)	USD 5,919.00

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 4

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Acceptance of Quote # Q-88338-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

V. PD 06.01.2015-0048
Page 3 of 3

Addendum to Terms and Conditions

The following shall be included as part of the Statement of Work – Q-88338-1 (the “Proposal”) between the **Town of Pembroke Park**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 3150 S.W. 52nd Avenue, Pembroke Pines, FL 33023 (“Town”) and **CivicPlus**, with offices at 302 South 4th Street, Suite 500 Manhattan KS 66502 (“CivicPlus”). In the event of any conflict between the language in the Proposal and this Addendum, the terms of this Addendum shall take precedence.

1. **Payment Terms**

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

2. **Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

3. **Sovereign Immunity**

Nothing contained herein is intended nor shall be construed to waive Town’s rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

4. **Non-Discrimination & Equal Opportunity Employment**

During the performance of the Agreement, neither CIVICPLUS nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CIVICPLUS will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CIVICPLUS further agrees that CIVICPLUS will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

5. **Independent Contractor**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that CIVICPLUS is an independent contractor under this Agreement and not the Town's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. CIVICPLUS shall retain sole and absolute discretion in the judgment of the manner and means of carrying out STS's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CIVICPLUS. CIVICPLUS agrees that it is a separate and independent enterprise from the Town, that it has full opportunity to find other business, that it has made its own

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investment in its business, and that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the CIVICPLUS Products and Services; however, the CIVICPLUS Products and Services are provided “AS IS” and as available. This Agreement shall not be construed as creating any joint employment relationship between CIVICPLUS and the Town and the Town will not be liable for any obligation incurred by CIVICPLUS, including but not limited to unpaid minimum wages and/or overtime premiums.

6. **Binding Authority**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

7. **Assignments; Amendments**

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CIVICPLUS without the prior written consent of Town. For purposes of this Agreement, any change of ownership of CIVICPLUS shall constitute an assignment which requires Town approval. However, this Agreement shall run to the benefit of Town and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8. **Public Records**

8.1 The Town of Pembroke Park is a public agency subject to Chapter 119, Florida Statutes. CIVICPLUS shall comply with Florida’s Public Records Law. Specifically, CIVICPLUS shall:

8.1.1 Keep and maintain public records required by the Town to perform the service;

8.1.2 Upon request from the Town’s custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

8.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CIVICPLUS shall destroy all copies of such confidential and exempt records remaining in its possession after CIVICPLUS transfers the records in its possession to the Town, unless otherwise required by law; and

8.1.4 Upon completion of the Agreement, CIVICPLUS shall ensure the transfer to the Town, at no cost to the Town, all public records in CIVICPLUS’s possession. All records stored electronically by CIVICPLUS must be provided to the Town, upon request from the Town’s custodian of public records, in a format that is compatible with the information technology systems of the Town.

8.2 The failure of CIVICPLUS to comply with the provisions set forth in this Article shall constitute a

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default and breach of this Agreement, for which, the Town may terminate the Agreement by providing CIVICPLUS with at least thirty (30) days prior, provided, however, that CIVICPLUS will be given the opportunity to cure the breach within said period of time.

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

**TOWN CLERK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600 #234
townclerk@tppfl.gov**

9. **Notice**

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section or by email. For the present, CIVICPLUS and Town designate the following as the respective places for giving of notice:

TOWN: Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
Telephone No. (954) 966-4600

Copy To: Jacob G. Horowitz, Interim Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Email: jhorowitz@gorencherof.com

CIVICPLUS: CivicPlus
Attn: Joseph Borelli
302 South 4th Street, Suite 500
Manhattan, KS 66502
Telephone No. _____
Email: _____joseph.borelli@civicplus.com_____

10. **Attorneys' Fees**

In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs.

11. **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

12. **Scrutinized Companies**

CIVICPLUS, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

12.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

12.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

12.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

12.2.2 Is engaged in business operations in Syria.

13. **E-Verify**

CIVICPLUS certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

13.1 Definitions for this Section:

13.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a CIVICPLUS or consultant.

13.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

13.1.3 "E-Verify system" means an Internet-based system operated by the United States

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Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

13.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

13.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

13.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

13.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SIGNATURE PAGE TO FOLLOW

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

TOWN:

TOWN OF PEMBROKE PARK

ATTEST:

CYNTHIA GARCIA-LIMA,
TOWN CLERK

BY: _____
DAVID LYNCH
TOWN MANAGER

APPROVED AS TO FORM.

JACOB G. HOROWITZ
TOWN ATTORNEY

CIVICPLUS:

Signed By: _____

Print Name: _____

Title: _____



Agenda Item Report

Subject:	Consideration and approval of Updated Authorized Signatories for Town Accounts - Finance Director Davermann RESOLUTION NO: 2025-007 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PROVIDING FOR THE AUTHORIZED SIGNATURES ON THE SEVERAL ACCOUNTS OF THE TOWN OF PEMBROKE PARK WITH THE VARIOUS DEPOSITORIES DESIGNATED BY THE TOWN OF PEMBROKE PARK; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - March 13, 2025
Prepared For:	Town Commission
Staff Contact:	Finance Director, Finance & Budget Director
Dept/Group:	Finance
Recommendation for Counsel to consider:	
Background Information:	This action is necessary to reflect changes in staffing and ensure continued proper management of financial operations.
Staff Recommendations:	
Financial Implications:	There is no financial impact.
Alternatives:	

ATTACHMENTS:

[Resolution No. 2025-007](#)

RESOLUTION NO: 2025-007

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PROVIDING FOR THE AUTHORIZED SIGNATURES ON THE SEVERAL ACCOUNTS OF THE TOWN OF PEMBROKE PARK WITH THE VARIOUS DEPOSITORIES DESIGNATED BY THE TOWN OF PEMBROKE PARK; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park, Broward County, Florida ("Town"), has heretofore designated various financial institutions as depositories for the accounts of the Town, including, but not limited to, checking accounts, savings accounts and Certificates of Deposit; and

WHEREAS, the Mayor, Vice-Mayor, Clerk Commissioner, Acting Clerk-Commissioner and Commissioner are ex officio authorized signatories on all of said accounts in their capacity as Mayor, Vice-Mayor, Clerk Commissioner, Acting Clerk-Commissioner and Commissioner; and

WHEREAS, in the several Resolutions designating the various financial institutions as depositories for the funds of the Town, the Town Commission resolved to advise said depositories by Resolution of the change in the authorized signatories on said accounts whenever said change would occur as a result of the change in the incumbency of said officials, or otherwise; and

WHEREAS, the Town Commission desires to give notice to the several depositories of the funds of the Town of a change in the authorized signatories on the several accounts maintained by the Town with said depositories.

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

Section 1: That the following individuals shall be the authorized signatories in their capacity as shown herein on the several accounts of the Town of Pembroke Park with the financial institutions it has heretofore designated as depositories in the same form, fashion and manner as heretofore provided in the several Resolutions adopted by the Town and submitted to said depositories as follows, to wit:

ASHIRA MOHAMMED
ERIK MORRISSETTE
WILLIAM HODGKINS
MUSFIKA KASHEM
GEOFFREY JACOBS

MAYOR
VICE MAYOR
CLERK COMMISSIONER
ACTING CLERK COMMISSIONER
COMMISSIONER

Section 2: That all checks, withdrawals, drafts, or other items withdrawing funds from the depository accounts, or authorizations in connection therewith, must be signed by two individuals which shall be either the Mayor or the Vice-Mayor in the absence or disability of the Mayor, and the Clerk Commissioner, Acting Clerk Commissioner or Commissioner in the absence or disability of the Clerk Commissioner and Acting Clerk-Commissioner.

Section 3: That no individual, other than those designated in Section 1 hereof, shall be an authorized signatory on any of the accounts of the Town with its designated depositories.

Section 4: That the provisions of all Resolutions previously adopted by the Town Commission, and not subsequently amended or modified by this or other Resolutions as on file with the heretofore designated depositories, shall remain in full force and effect.

Section 5: That all previous authorities shall be and continue in full force and effect until revoked or modified by written Resolution of the Town Commission actually received by

the Town's depositories, and said depositories are hereby authorized and directed to, at all times, rely upon the last notice received by it, of any Resolution as to the foregoing authorities and as to the persons from time to time are its officials, and their signatures are official actions of the Town.

Section 6: 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 7: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 8: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 13th day of March 2025.

MAYOR ASHIRA MOHAMMED

ATTEST:

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney



Agenda Item Report

Subject:	Consideration of Approval of the First Amendment to Easement Agreement - Town Manager Lynch
Meeting Date:	Regular Commission Meeting - March 13, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	The Commission will consider and approve the first amendment to the existing easement agreement. This amendment addresses necessary modifications to the original agreement to better serve the interests of the Town and the involved parties.
Staff Recommendations:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[First Amendment to Easement Agreement](#)

This instrument prepared by:
Sean M. Swartz, Esq.
Goren, Cherof, Doody & Ezrol, PA
3099 E Commercial Blvd. Suite 200
Fort Lauderdale, FL 33308

FIRST AMENDMENT TO EASEMENT AGREEMENT

THIS FIRST AMENDMENT, dated the ____ day of _____, 2025, (the "First Amendment") by and between the TOWN OF PEMBROKE PARK, a Florida municipal corporation hereinafter "Town", and DCT/CE III LLC, a Delaware limited liability company, hereinafter "Developer".

WITNESSETH:

WHEREAS, on August 31, 2020, the Town and Developer entered into an Easement Agreement to grant the Town and Developer certain easement rights (the "Original Agreement"); and

WHEREAS, the Town and Developer desire to enter into this First Amendment in order to amend the Original Agreement to provide a time frame for the easements granted to the Developer to terminate.

NOW THEREFORE, in consideration of the promises, mutual covenants, provisions and undertakings hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the recitals set forth above are true and correct and are incorporated herein by reference.

2. That the Developer and Town agree to amend the Original Agreement, to provide that the Developer Easement, as that phrase is defined in the Original Agreement, shall terminate upon ninety (90) days' written notice from the Town to the Developer. Upon receipt of notice from the Town to the Developer, the Developer shall immediately vacate the Town Property and remove all improvements and any equipment stored thereon.

3. That except as amended herein, the Town and Developer ratify, approve, and reaffirm the terms of the Original Agreement, and the Original Agreement shall remain in full force and effect, except as amended herein.

4. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

5. All capitalized terms used but not defined herein shall have the meaning as set forth in the Original Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement on the date first written above.

Signed, sealed and delivered
in the presence of:

THE TOWN:

TOWN OF PEMBROKE PARK

[Print Name]

By: _____
MAYOR ASHIRA MOHAMMED

Address: _____

[Print Name]

Address: _____

Legal Sufficiency:

By: _____
Town Attorney

Attested By: _____
Cynthia Lima-Garcia
Town Clerk

STATE OF FLORIDA)

)

COUNTY OF BROWARD)

SS:

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] remote online notarization on this ____ day of _____, 2025 by _____, as Town Manager of the Town of Pembroke Park, a Florida municipal corporation, on behalf of said municipal corporation. He personally appeared before me and is personally known to me.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
Notary Public, State of Florida
My commission expires: _____
Commission Number: _____

My Commission Expires:
WITNESSES

OWNER:

**DCT/CE III, LLC, a Delaware limited liability
company by DCT Pembroke LLC by Prologis
LP by Prologis Inc. its general partner**

Print Name: _____

By: _____
Print Name: _____

Address: _____

Print Name: _____

Address: _____

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of [] physical
presence or [] remote online notarization on this ____ day of _____, 2025 by
_____, as _____ of the Developer, on behalf of said company.
He personally appeared before me and is personally known to me.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
Notary Public, State of Florida
My commission expires: _____
Commission Number: _____

My Commission Expires:



Agenda Item Report

Subject:	Consideration and approval of ARPA Funds Allocation and Utilization – Town Manager Lynch
Meeting Date:	Regular Commission Meeting - March 13, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	The updated ARPA funds allocation list is derived from the original allocation plan established by Town Manager Ghany. This matter was discussed during the February 26 Workshop Commission Meeting, where it was noted that the funds must be approved or appropriated before April. The Town Manager encouraged the commission to move forward with approval.
Staff Recommendations:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[Revised ARPA Funds Listing - February 2025](#)

[Original ARPA Funds Listing - 2023](#)



3150 SW 52nd Avenue, Pembroke Park FL, 33023 Ph 954-966-6600, Fax

Revised ARPA Funds Listing – February 2025

The following updated ARPA funds listing is based on the original Town Manager Ghany ARPA allocation list for the Town of Pembroke Park.

Infrastructure Repairs/Renovations/Programs

1. Paving Resurfacing Town Hall Parking \$180K
2. Amnesty/hardship Code Compliance homeowner assistance Program 100K
3. Architectural Plan for 3rd Floor \$10K
4. Restoration 3rd Floor & Emergency Operation Center/Possible Police Incentive Program \$550K
5. Portable Office Public Works & Installation \$380K
6. Public Services Emergency Stormwater/Waste Vac Equipment \$150K and backhoe 110K
7. AC Duct Repair/Tower Upgrades Town Hall Repair/ Possible Police Safety and/or dashcam equipment. \$750K
8. Restoration/repair of all parks Equipment, Signage etc. \$300K
9. Restoration Parks & Recreation Community Building \$100K
10. Restoration of Town Hall Restrooms (ADA Compliance) \$65K

ABOVE TOTAL \$2,695,000

Operational Support Upgrades

- Police Equipment/Revised Badge \$5K
- Exterior Town Hall Renovations/Repairs \$27K
- Furnishing of 3rd Floor Renovations \$35K
- 3rd Floor Health/Life Safety Equipment \$35K
- Emergency Operating Center Equipment/Upgrades \$25K

ABOVE TOTAL \$127,000

BOTH ABOVE TOGETHER \$ 2,822,000

**** Final List may be subject to minor changes at the March 13, 2025 Regular Commission Meeting.**



ARPA FUNDS (PROJECTS 2023) ---ALEEM DESIGNED LIST

The following consist of the Capital Improvement Projects for the Town of Pembroke Park.

Infrastructure Repairs/Renovations

1. Paving Resurfacing Town Hall Parking \$180K
2. Amnesty Program Code Compliance/Businesses \$90K
3. AC Engine Repair 2nd & 3rd Floor \$25K
4. Architectural Plan for 3rd Floor \$10K
5. Restoration 3rd Floor & Emergency Operation Center \$550K
6. Portable Office Public Works & Installation \$380K
7. Public Services Emergency Stormwater/Waste Vac Equipment \$190K
8. AC Duct Repair/Tower Upgrades Town Hall Repair \$750K
9. Restoration of Preserve Park Equipment, Signage, Fencing \$125K
10. BSO Fire/Emergency Vehicle Replacement \$115K
11. Restoration Parks & Recreation Community Building \$100K
12. Restoration of Town Hall Restrooms (ADA Compliance) \$65K

ABOVE \$ 2,580,000

Operational Support Upgrades

- Police Equipment/Revised Badge \$5K
- Exterior Town Hall Renovations/Repairs \$27K
- Furnishing of 3rd Floor Renovations \$35K
- 3rd Floor Health/Life Safety Equipment \$35K
- Emergency Operating Center Equipment/Upgrades \$25K

ABOVE \$127,000

BOTH ABOVE TOGETHER \$2,707,000



Agenda Item Report

Subject:	Discussion and possible action on the implementation of the Beehive Ticketing System to enhance service request tracking and management - IT Director Pakula
Meeting Date:	Regular Commission Meeting - March 13, 2025
Prepared For:	Town Commission
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	
Background Information:	The Beehive Ticketing System is a digital platform designed to streamline service requests, track work orders, and improve communication between departments and residents. This system will provide real-time updates, allow for more efficient resource allocation, and enhance transparency in addressing community concerns.
Staff Recommendations:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[Pembroke Park FL Quote](#)

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-92338-1

2/6/2025 2:37 PM

7/31/2025

Client:

Town of Pembroke Park, FL

Bill To:

PEMBROKE PARK TOWN, FLORIDA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Brent Bjorkman		bbjorkman@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Asset Management Legacy One-Time Fee	Asset Management Implementation: Core & Listed Modules

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Asset Management Legacy Service Fee	Asset Management License for WW, Storm, Roads (pavement, striping, signs, lighting, & sidewalks)

List Price—Initial Term Total	USD 32,590.00
Total Investment - Initial Term	USD 19,990.00
Annual Recurring Services (Subject to Uplift)	USD 9,995.00

Initial Term	12 Months
Initial Term Invoice Schedule	50% invoiced on signature date and 50% invoiced 6 months from signature date or completion of implementation, if earlier

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	3% to be applied in year 3

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Acceptance of Quote # Q-92338-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

V. PD 06.01.2015-0048
Page 3 of 3



Agenda Item Report

Subject:	Consideration and approval of the bid award to RG Underground for RFP 24-06R for the S.W. 30th Street Sanitary Sewer Forcemain Replacement and authorization to enter into an agreement - Public Services Director Merantus
Meeting Date:	Regular Commission Meeting - March 13, 2025
Prepared For:	Town Commission
Staff Contact:	Stanley Merantus, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	We are recommending approval of the contract to RG Underground Engineering Inc.
Background Information:	
Staff Recommendations:	We are recommending approval.
Financial Implications:	Total costs: \$872,329.65
Alternatives:	

ATTACHMENTS:

[Amgt RG Underground Engineering . SW 30th St Forcemain Replacement 4934-1582-1345 agenda](#)

SERVICE AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this 13th day of March 2025, by and between:

TOWN OF PEMBROKE PARK, FLORIDA, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023, hereinafter referred to as "Town";

and

RG UNDERGROUND ENGINEERING, INC. a Florida corporation, with a principal address of 14375 S.W. 120 Street, Miami, FL 33186 hereinafter "Contractor," who is authorized to do business in the State of Florida.

Town and Contractor may each be referred to herein as "party" or collectively as "parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, Town and Contractor agree as follows:

ARTICLE 1 **PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 The Town advertised its notice to bidders of the Town's desire to hire a firm to replace the sanitary sewer forcemain on S.W. 30th Street, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

S.W. 30th Street Sanitary Sewer Forcemain Replacement **RFP No. 24-06R**

1.2 On March 13, 2025, the Town Commission designated Contractor as being the most responsible proposer submitting a responsive proposal most advantageous and in the best interests of the Town; and

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1.4 Negotiations pertaining to the services to be performed by the Contractor were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 Contractor hereby agrees to perform the services for the S.W. 30th Street sanitary sewer forcemain replacement, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, in accordance with the Scope of Services outlined in the specifications, RFP 24-06R, attached hereto and made a part hereof as **Exhibit "A"** and Contractor's response thereto, attached hereto and made a part hereof as **Exhibit "B."** Contractor agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 Contractor hereby represents to Town, with full knowledge that Town is relying upon these representations when entering into this Agreement with Contractor, that Contractor has the professional expertise, experience and manpower to perform the services to be provided by Contractor pursuant to the terms of this Agreement.

2.4 Contractor assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the Town promptly advises Contractor thereof in writing, Contractor agrees to re-perform such deficient services without charge to the Town.

2.5 Contractor shall not utilize the services of any sub-consultant without the prior written approval of Town.

ARTICLE 3

TERM AND TERMINATION

3.1 The term of this Agreement shall commence upon execution and shall terminate in accordance with the provisions set forth in Exhibit "A."

3.2 In accordance with Exhibit "A," this Agreement may be terminated by either party for cause, or by the Town for convenience, upon thirty (30) days' written notice by the Town to Contractor, in which event the Contractor shall be paid its compensation for services performed to termination date. [NOTE: Contractor may not terminate existing assignments for convenience after they have been accepted as addendums to this Agreement.] In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the Town against any loss pertaining to this

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termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by Contractor shall become the property of Town and shall be delivered by Contractor to Town immediately.

3.4 **SCRUTINIZED COMPANIES.** Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subContractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subContractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 Contractor shall be entitled to invoice Town in accordance with terms set forth in Exhibit "A." The total compensation for this project shall not exceed **\$872,329.65**.

4.2 Town will make its best efforts to pay Contractor within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to Contractor at:

RG Underground Engineering, Inc.
14375 S.W. 120 St.
Unit 104
Miami, FL 33186

ARTICLE 5

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 Town or Contractor may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the Town, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

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5.2 In no event will the Contractor be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6

INDEMNIFICATION

6.1 Contractor shall indemnify and save harmless and defend the Town, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the Town or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of Contractor, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by Contractor pursuant to this Agreement.

6.2 Contractor shall indemnify Town for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. Contractor will defend and/or settle at its own expense any action brought against the Town to the extent that it is based on a claim that products or services furnished to Town by Contractor pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 Contractor's aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by Contractor, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The Town's rights and remedies and Contractor's liabilities as set forth in this Agreement, are exclusive, and the Town hereby releases Contractor from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

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

ARTICLE 7

INSURANCE

Contractor shall comply with all insurance requirements set forth in Exhibit "A."

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ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent Contractor under this Agreement and not the Town's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor activities and responsibilities hereunder provided, further that administrative procedures applicable to Contractor's services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with Town, State, H.U.D., or United States policies, rules or regulations relating to the use of Contractor 's Funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the Town, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the Town and the Town will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
VENUE

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 10
PUBLIC RECORDS

10.1 The Town of Pembroke Park is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

10.1.1 Keep and maintain public records required by the Town to perform the service;

10.1.2 Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession after the Contractor transfers the records in its possession to the Town; and

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10.1.4 Upon completion of the contract, Contractor shall transfer to the Town, at no cost to the Town, all public records in Contractor possession. All records stored electronically by the Contractor must be provided to the Town, upon request from the Town custodian of public records, in a format that is compatible with the information technology systems of the Town.

10.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the Town may terminate the Agreement.

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

**TOWN CLERK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600
townclerk@tpfpl.gov**

**ARTICLE 11
FEMA REQUIREMENTS**

Any reference made to Contractor in this section shall also apply to any SubContractor under the terms of this Contract. Contractor shall be responsible for the compliance by any subContractor or lower tier subContractor with all of these contract clauses:

11.1 If reimbursement is denied to Town due to Contractor's negligence, including failure to comply with this Article, Contractor upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the Town, shall reimburse Town for amounts denied due to Contractor's negligence. This obligation shall survive the term or termination of this Agreement.

11.2 Notwithstanding anything to the contrary set forth herein, Contractor shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.

11.2.1 Equal Employment Opportunity: During the performance of this contract, Contractor agrees as follows:

- (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national

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origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor 's legal duty to furnish information.
- (4) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Contractor 's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of Contractor 's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Contractor may be

declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subContractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subContractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

11.2.2 Davis-Bacon Act: Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week.

11.2.3 Copeland “Anti-Kickback” Act: Contractor shall comply with the Copeland “Anti-Kickback” Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and SubContractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. TOWN must report all suspected or reported violations to the Federal awarding agency.

11.2.4 Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

- (1) Overtime requirements. No Contractor or subContractor contracting for any part of the contract work which may require or involve the employment of laborers or

mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subContractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subContractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. TOWN shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subContractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subContractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or subContractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subContractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subContractor or lower tier subContractor with the clauses set forth in paragraphs (1) through (4) of this section.”

11.2.5 Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). TOWN will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
Clean Air Act.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §

7401 et seq.

- (2) The Contractor agrees to report each violation to Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the TOWN and understands and agrees that the TOWN will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

11.2.6. Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (1) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by TOWN. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and TOWN, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The

bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

11.2.7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

11.2.8 Compliance with State Energy Policy and Conservation Act. Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

11.2.9 Recovered Materials.

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule
- (ii) Meeting Contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

11.2.10 Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41

11.2.11 Pursuant to 44 CFR 13.36(i)(8), Contractor agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes

11.2.12 Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

- (1) The Contractor agrees to provide the Town, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) The Contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case Contractor agrees to maintain same until the Town, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

11.2.13 No Obligation by the Federal Government

- (1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the Town, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subContractor who will be subject to its provisions.

11.2.14 DHS Seal, Logo, and Flags. The Contractor shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11.2.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11.2.16 Fraudulent Statements. The Contractor acknowledges that 31 U.S.C. Chap. 38 applies to the Contractor's actions pertaining to this Contract.

ARTICLE 12 **MISCELLANEOUS**

12.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of Town whether or not the project for which they are made is completed. Town hereby agrees to use Contractor's work product for its intended purposes.

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12.2 **Records.** Contractor shall keep such records and accounts and require any and all subContractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Contractor 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 ten (10) 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 disallowance by Town of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

12.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of Town. For purposes of this Agreement, any change of ownership of Contractor shall constitute an assignment which requires Town approval. However, this Agreement shall run to the benefit of Town and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.4 **No Contingent Fees.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Contractor and Town designate the following as the respective places for giving of notice:

For Town: David Lynch
Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
dlynch@tppfl.gov

Copy to: Jacob G. Horowitz, Town Attorney
Goren, Cherof, Doody, and Ezrol, P.A.

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3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
jhorowitz@gorencherof.com

Contractor: RG Underground Engineering, Inc.
Attn: Ricardo Gonzalez
14375 S.W. 120 Street
Miami, FL 33186
(305) 386-6293
office@rgunderground.com

12.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the Town and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

12.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

12.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

12.13 **Employment Verification.** Contractor certifies that it is aware of and complies with the

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requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

A. **Definitions** for this Section:

1. “*Contractor*” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “*Contractor*” includes, but is not limited to, a contractor or consultant.
2. “*Subcontractor*” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
3. “*E-Verify system*” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. **Registration Requirement; Termination:** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;
2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Town; and
3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

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

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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TOWN OF PEMBROKE PARK

BY: _____
MAYOR ASHIRA MOHAMMED

APPROVED AS TO LEGAL FORM:

BY: _____
JACOB G. HOROWITZ
Town Attorney

RG UNDERGROUND ENGINEERING,
INC.

BY: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, by means of ☐ physical presence or ☐ online notarization, on this ____ day of _____, 2025, as _____ of _____, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ of _____ and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid
this ____ day of _____, 2025.

NOTARY PUBLIC

Print or Type Name

My Commission Expires:

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EXHIBIT “A”

RFP 25-06R

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**TOWN OF PEMBROKE PARK
REQUEST FOR PROPOSAL
RFP 24-06R
FOR
SW 30TH STREET
SANITARY SEWER FORCE MAIN REPLACEMENT**

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

FRIDAY, FEBRUARY 21, 2025

TOWN OF PEMBROKE PARK
ATTENTION: TOWN CLERK
3150 SW 52ND AVENUE
PEMBROKE PARK, FL 33023

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE
STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE
PROPOSER

**TOWN OF PEMBROKE PARK
30TH STREET SANITARY SEWER
FORCE MAIN REPLACEMENT
REQUEST FOR PROPOSALS (RFP) # 24-06R**

SECTION I – GENERAL OVERVIEW

A. BACKGROUND

The Town of Pembroke Park is a Florida municipal corporation and is located in the southeastern part of the state in Broward County. The Town has a current estimated permanent population of 6,700 residents with a large influx of seasonal residents each winter. The Town has a total area of 1.7 square miles.

The Town is governed by a five (5) Town Commissioners, operating under a Commissioner/Manager form of government and has 50 employees. Commissioners are elected at large and serve for four (4) year terms. The Town Commission is responsible for passing Town Ordinances and Resolutions, adopting the annual budget, appointing committees, and setting policies. The Town Manager is responsible for the overall management and administration of each Department within the Town and implements Town policies at the direction of the Town Commission.

The Town provides a range of traditional municipal functions. These include police protection, fire rescue services, water, and sewer services, planning and zoning services, maintenance of roadways, and recreational opportunities.

B. DESCRIPTION OF WORK

Town of Pembroke Park, Florida (“TOWN”) is soliciting sealed bids from qualified licensed contractors to furnish all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for sewer and road improvements including sewer system installation, milling, and resurfacing, thermoplastic pavement markings, and site restoration [including landscaping swale, concrete curb and gutter, driveways (asphalt, paver, or concrete), mailbox, street signs, etc.] as detailed in the plans and specifications attached hereto as Exhibit A. The description of work shall not include any “professional services,” as described by Sec. 287.055, F.S.

The project (SW 30th Sanitary Sewer Force Main Replacement) is located at SW 30th Street, Pembroke Park, FL 33023.

The TOWN will consider Bids only from responsible and responsive Bidder(s) licensed and qualified by experience to provide and do the work specified.

These instructions herein are standard for all service contracts issued through the Town of Pembroke Park Community Economic Development Department. In this document, Invitation to Bid (ITB) and Request for Proposal (RFP), bids and proposals are interchangeable.

C. SCHEDULE

The proposed time schedule as related to this procurement is as follows:

Release of RFP:	Tuesday, February 11, 2025
Mandatory Pre-bid meeting:	Thursday, February 13, 2025 at 11:00am
Deadline for questions:	Friday, February 14, 2025 at 11:00am
Bids due date:	Friday, February 21, 2025 at 10:00am

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Opening/scoring of Bids: Friday, February 21, 2025
Award bid/Commission: Wednesday, February 26, 2025
Notice to Proceed (NTP): Monday, March 17, 2025

**All dates are subject to change at the discretion of the Town.*

1. SUBMISSIONS OF PROPOSALS

Complete written proposals One (1) Original and four (4) copies of the completed signed submittals, both technical and financial must be submitted in sealed envelopes clearly marked on the outside of the envelope **“RFP 24-06R, “SW 30th STREET SANITARY SEWER FORCE MAIN REPLACEMENT”**, no later than **10:00 A.M. on FEBRUARY 21, 2025**. Proposals received after this date and time will be rejected. Please allow for normal mail delivery time to ensure timely receipt of proposals, if using regular mail. **Proposals may not be submitted by e-mail or fax.**

Address: Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
Attn: Town Clerk: Cynthia Garcia-Lima

HAND delivered copies may be delivered to the above address ONLY between the working hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by TOWN.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. NOTE: *Many express mail and delivery services do not guarantee overnight by noon to the Town of Pembroke Park.*

The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

2. CONTACT PERSON

Vendors are encouraged to contact **Sophia Nelson, Administrator Community and Economic Development via electronic mail at snelson@tppfl.gov** for clarification to any part of the RFP requirements. All questions shall be directed to Sophia Nelson in writing via electronic mail before the DEADLINE FOR QUESTIONS by 11:00 AM, Friday, February 14, 2025. Any information obtained by an unauthorized contact shall not be used as a basis for responding to this RFP and may result in the disqualification of the vendor's submittal.

Vendors may not contact any elected official or other To TOWN employee to discuss the bid process or bid opportunities except through the Contracts and Procurement Manager named herein, which may only be contacted by electronic mail. This policy shall be strictly enforced, and TOWN reserves the right to reject the submittal of any vendor violating this provision.

3. **ADDITIONAL INFORMATION/ADDENDA**

TOWN will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on TOWN's website under Departments at [Open Bids | Pembroke Park, FL \(tppfl.gov\)](#), and on DemandStar at [www.demandstar.com](#). Vendors should not rely on any representations, statements, or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued shall prevail. Vendors are advised to check the websites for addenda before submitting their bids.

Vendors shall acknowledge any issued addenda by including the Addenda Acknowledgement with the submittal. Proposals which fail to acknowledge the vendor's receipt of any addendum shall result in the rejection of the offer if the addendum contains information which substantively changes TOWN's requirements.

4. **LATE SUBMITTAL AND LATE MODIFICATIONS**

Submittals received after the due date and time will not be accepted. Modifications received after the due date will not be accepted. TOWN assumes no responsibility for the premature opening of a proposal not properly addressed and identified, or not delivered to the proper designation.

5. **REJECTION OF PROPOSALS/CANCELLATION**

The TOWN reserves the right to reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of TOWN. The TOWN reserves the right to cancel this RFP at any time.

6. **MINIMUM RFP ACCEPTANCE PERIOD**

Submittals shall be valid and may not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

7. **NON-COLLUSION AFFIDAVIT**

By submitting a proposal in response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

By submitting a proposal, the vendor represents and warrants that no official or employee of TOWN has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be awarded under it, or in any expected profits to arise there from.

8. COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the Proposal to TOWN, or any work performed in connection therewith is the responsibility of the vendor(s).

9. RFP OPENING

The names of the firms responding to this RFP shall be read aloud publicly by the Town Clerk (or designee) in Town Hall at the submitting deadline and their proposals shall subsequently be subject to an evaluation review. A list of names of firms responding to the RFP shall be posted on TOWN's website at <https://www.tppfl.gov/bids>. The list may also be obtained from Suzi Reutlinger, Contracts and Procurement Manager, after the RFP due date and time stated herein.

10. PUBLIC RECORDS

All materials submitted in connection with this RFP shall be public documents and subject to the Public Records Act and all other laws of the State of Florida, the United States of America, and the public records policies of TOWN. All such materials shall remain the property of TOWN and will not be returned to the respondent.

11. TAXES

The selected vendor will be provided with TOWN's Sales Tax and Use Tax Certificate of Exemption number upon request.

12. VENDOR INFORMATION

All submissions shall include a completed Vendor Information Form, current copy of business license and current W-9. Vendors whose place of business is other than the State of Florida may be required to provide to the Contracts and Procurement Manager copies of their State's regulations and/or laws concerning the application of vendor preference requirements applicable in their State. Failure to provide this information could result in the disqualification of the vendor from submitting a proposal.

13. INSURANCE

The selected vendor shall provide TOWN with a Certificate of Insurance for General liability, Automobile insurance, and Workers' Compensation before work can begin on TOWN project and remain effective for the duration of the work as described in the contract documents, including authorized change orders, plus any period of guarantee as required in the general warranty.

General liability insurance must be at least one million dollars (\$1,000,000) combined single limit per occurrence. Automobile insurance must be at least five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury or property damage; and Workers' Compensation insurance must be in compliance with the requirements established by the State of Florida.

14. BONDS

Any combination of the following bonds will be required by TOWN: five percent (5%)

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bid bond, one hundred percent (100%) payment bond, and one hundred percent (100%) performance bond. All bonds shall be payable to TOWN. Bonding company must be authorized to do business in Florida by the Florida Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bond and as acceptable reinsuring companies, and have an "A" or better A.M. Best rating.

15. ANTI-DISCRIMINATION

TOWN, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this RFP, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this RFP and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

By submitting their proposals, all vendors certify to TOWN that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended and comply with Form FHWA- 1273, Required Contract Provisions Federal-Aid Construction Contracts.

In every contract of over ten thousand dollars (\$10,000) the below-listed provisions apply:

- i. During the performance of this contract, the Contractor agrees as follows:
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- ii. The Contractor will include the above-listed provisions in every subcontract or purchase order of over ten thousand dollars (\$10,000) so that the provisions will be binding upon each subcontractor or vendor.

16. INDEMNIFICATION

To the fullest extent permitted by law, the proposer shall indemnify and hold harmless the

Town and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to attorney's fees and other professionals and court and arbitration costs) arising out of or resulting from the performance of the proposer's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the proposer, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the proposer to perform or furnish either of the services, or anyone for whose acts the proposer may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the Town or any of its consultants, agents or employees by any employee of proposer, by any person or organization directly or indirectly employed by proposer to perform or furnish any of the work, or by anyone for whose acts proposer may be liable, the indemnification obligation under this requirement shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for proposer under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

17. NON-DISCRIMINATION

Proposer agrees and warrants that in the performance of the contract pursuant to this solicitation, proposer will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by federal, state, or local laws.

18. GENERAL TERMS AND CONDITIONS

Definitions

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The proposer to whom award has been made.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Town: Shall refer to the Town of Pembroke Park

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The Town has established for purposes of this Request for Proposal (RFP) that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

a. Equal Opportunity Agreement

In connection with work performed under a Town contract, the Respondent agrees, upon receipt of a written award or acceptance of a contract, to support and abide by all State and Federal Equal Opportunity laws and regulations.

By submitting a proposal in response to this solicitation, the Respondent agrees to:

- Not discriminate against any employee or job applicant because of their race, creed, color, sex, age, marital status, or national origin;
- Post a copy of this pledge in a conspicuous place, available to all employees and job applicants; and
- Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the Respondent is an "Equal Opportunity Employer".

b. Public Entity Crimes

Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

c. Issuance of Addenda

If this solicitation is amended, the Town will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

Proponents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:

- By signing and returning the addendum;
- By signed letter;
- By signed facsimile; or
- By signed scanned and emailed to townclerk@tppfl.gov

The Town must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

d. Payment

Prompt Pay Policy: It is the policy of the Town to fully implement the provisions of the State of Florida Prompt Payment Act.

Withholding Payment: In the event a contract is canceled under any provision herein, the Town may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

e. Access To Meetings

Persons with disabilities requiring reasonable accommodations to attend meetings, please call the Town Clerk, Cynthia Garcia-Lima at (954) 966-4600 ext. 235 at least forty-eight (48) hours in advance (excluding weekends and holidays). Public notice of all Evaluation Committee meetings will be posted in the Town's office as far in advance of the meeting as possible.

f. Confidentiality

By submitting a proposal in response to this solicitation, a Respondent acknowledges that the Town is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Respondent further acknowledges that any materials or documents provided to the Town may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a Respondent provide the Town with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the Respondent shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The Respondent shall submit to the Town both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Respondent fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

Should any person request to examine or copy any material so designated, and provided the affected Respondent has otherwise fully complied with this provision, the Town, in reliance on the representations of the Respondent, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, the Town shall notify the Respondent of that request, and the Respondent shall reply to such notification, in a writing that must be received by the Town no later than 4:00 p.m., ET, of the second Town business day following Respondent's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Respondent refuses to permit disclosure or copying, the Respondent agrees to, and shall, hold harmless and indemnify the Town for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the Town, or assessed or awarded against the Town, in regard to the Town's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Respondent is not initially named as a party, the Respondent shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a

Respondent in response to the RFP and shall constitute the Town's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the Town.

g. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Respondent certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

h. E-verify.

a. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, the Successful Proposer (“Contractor”), shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

b. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

c. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

d. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit

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Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

i. Vendor Responsibility.

Sec. 287.05701, F.S. Prohibition against considering social, political, or ideological interests in government contracting.

(1) As used in this section, the term "awarding body" means:

(a) For state contracts, an agency, or the department.

(b) For local government contracts, the governing body of a county, a municipality, a special district, or any other political subdivision of the state.

(2)(a) An awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

SECTION II – SCOPE OF WORK

BID SUBMISSION INSTRUCTIONS

Bidder shall complete and submit the following documents by the deadline set forth herein:

- Quotes Bid
- Bidder Statement of Organization as described in Section 5 above using TOWN forms herein the bid documents.
- Bid Signature Page
- Questionnaire
- Acknowledgement
- Vendor/Bidder Disclosure
- References
- Certification Regarding Scrutinized Companies
- Public Entity Crimes
- Conflict of Interest Disclosure
- Non-Collusion Statement
- Confirmation of Drug-Free Workplace
- Acknowledgement of Addenda

A. Submit one (1) original complete package, three (3) duplicate complete package, and one (1) electronic copy of the Bid package on USB drive in a sealed envelope to the Town of Pembroke Park Town Clerk. All packages shall be clearly marked on the outside of the envelope: **TOWN OF PEMBROKE PARK RFP 24-06R SW 30th Street Sewer Force Main Replacement.**

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- B. The Bidder's name and address, date and hour set for the Bid opening shall also be included on the outside of the envelope, along with documents listed in Section 7 below.
- C. Submit the sealed Bid package to Town of Pembroke Park, **Attn: Town Clerk, 3150 SW 52nd Avenue, Pembroke Park, Florida 33023 on or before** Friday, February 21, 2025 **at 10:00 A.M.** Late Bids shall not be accepted.
- D. HAND delivered copies may be delivered to the above address ONLY between the working hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by TOWN.
- E. Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. NOTE: *Many express mail and delivery services do not guarantee overnight by noon to the Town of Pembroke Park.*
- F. Please allow for normal mail delivery time to ensure timely receipt of bids, if using regular mail.
- G. Bids may not be submitted electronically, by e-mail, or fax.**
- H. Selected Bidder shall return the following items:
- Business License
 - Insurance Certificate
 - Completed Form W-9

RFP PACKAGE CONTENTS

- Bid Forms
 - Bid Signature Page
 - Questionnaire
 - Bid Acknowledgment
 - Vendor/Bidder Disclosure
 - References
 - Subcontractors
 - Certification Regarding Scrutinized Companies
 - Public Entity Crimes
 - Conflict of Interest Disclosure
 - Non-Collusion Statement
 - Confirmation of Drug-Free Workplace
 - Acknowledgement of Addenda
- A. If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other errors in the RFP, the Bidder must immediately notify TOWN of such error and request modification or clarification. Modifications or clarifications will be posted as addenda

issued prior to the due date posted on TOWN's website under Departments at [Open Bids | Pembroke Park, FL \(tppfl.gov\)](#), and on DemandStar at www.demandstar.com

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SECTION III – PROPOSAL EVALUATION

A. EVALUATION SCORING

Proposals will be reviewed by the Review Committee for quality and completeness. These proposals will then be scored in each of the following categories using the maximum point values listed below.

EVALUATION CRITERIA	SCORE
Professional Certifications and technical knowledge of work to be performed	20%
Mobilization and project plan/schedule aligns	20%
Proposed Bid Price comparable to the project inputs/outputs expected	20%
Past performance record on work of similar nature, financial capabilities, and corporate history, construction completion, and project management	20%
Project Team, key personnel qualifications, SBE, WBE VOSB etc.	15%
Bid Submission/Guidelines	5%
<u>TOTAL</u>	<u>100%</u>

1. PROPOSALS

Proposals will be reviewed and evaluated by the Review Committee to determine whether the Respondent has met the experience and staff qualifications described in this RFP. The short list will consist of three (3) firms with the highest-ranking scores after the technical proposal scores are tabulated. The financial proposals will then be ranked and considered in conjunction with the technical proposal scores.

2. PRESENTATIONS

TOWN may require oral and visual presentations from those firms that are ranked or short-listed. This may be done at TOWN's sole discretion when it is determined presentations are essential as part of the evaluation process and are in the best interests in this matter. It is the intention of TOWN to short-list a minimum of three (3) firms and rank them according to the most qualified firm with a proposal and presentations that best suits the needs of TOWN.

SECTION IV – TOWN BACKGROUND

A. PROPERTY DESCRIPTION

Pembroke Park is a municipality in Broward County, Florida, United States. The Town took its name from its location along Pembroke Road. As of the 2010 census, the population was 6,102. It is part of the South Florida metropolitan area, which was home to 5,564,635 people at the 2010 census. Almost one-half of Town residents live in mobile homes.

Pembroke Park is located at 25°59'04"N 80°10'38"W / 25.984326°N 80.177305°W / 25.984326; 80.177305°W. According to the United States Census Bureau, the Town has a total area of 1.7 square miles, of which 1.4 square miles is land and 0.27 square miles (17.5%) is water.

B. ADMINISTRATION

The project will be administered by TOWN with the Contracts and Procurement Manager or designee being the main point of contact for all questions during preparation and execution of the project. The Contracts and Procurement Manager will be instrumental in the implementation of the project.

C. PAYMENT

Payment terms are NET 30 Days. The town is exempt from all Federal, State, local, and excise taxes.

Invoices shall be mailed to:
Town of Pembroke Park
Attn: Finance Department
3150 SW 52nd Avenue
Pembroke Park, FL 33023

D. PROCEDURES AND MISCELLANEOUS ITEMS

1. All questions shall be submitted in writing via email, and all questions will be answered by addenda. All Addenda will be posted on the Town's website under Departments at www.tppfl.gov/departments/bid-openings/, and on DemandStar at www.demandstar.com. All firms responding to this RFP must check these websites before responding to this RFP.
2. All respondents to this RFP shall hold harmless the TOWN, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to submit proposals. TOWN reserves the right to determine, in its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. TOWN also reserves the right to seek clarifications to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn, or the project canceled for any reason, TOWN shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.
3. The RFP is subject to the provisions of TOWN Procurement Policy and any revisions thereto, which are hereby incorporated into this RFP in their entirety except as amended or superseded herein.
4. Failure to submit all the mandatory forms with this proposal package shall be just cause for the rejection of the qualification package. However, TOWN reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a bid

as non-responsive.

5. In case of failure to deliver services in accordance with the contract terms and conditions, TOWN, after due oral or written notice, may procure substitute services from other sources, and hold the Contractor responsible for any resulting additional purchasing and administrative costs. This action shall be in addition to any other remedies which the TOWN may consider.
6. By submitting a proposal package, the vendor is certifying that the firm is not currently debarred from bidding on contracts by any agency of the State of Florida, nor the firm is an agent of a person or entity that is currently debarred from submitting contract bids for any agency of the State of Florida.
7. Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Florida. Any litigation with respect thereto shall be brought in the Circuit Court of the Seventeenth Circuit, Broward County, Florida. Then, Contractor shall comply with applicable federal, state, and local laws and regulations, in the performance of the project.
8. It is understood and agreed between the parties herein that TOWN shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement.

E. FINAL SELECTION

The Review Committee representative will make a recommendation to the Town Commission following review of all qualified proposals, selection of a suitable primary and secondary vendors, and preliminary contract negotiations. TOWN shall complete contract negotiations with the successful primary and secondary vendors following the Town's Commission approval.

TOWN reserves the right to accept the response that is determined to be in the best interest of TOWN. The TOWN reserves the right to reject any and or all proposals.

(b) An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

(3) Beginning July 1, 2023, any solicitation for the procurement of commodities or contractual services by an awarding body must include a provision notifying vendors of the provisions of this section.

SECTION V – CONDITIONS TO THE AGREEMENT

1. CONDITIONS TO AGREEMENT

ACCEPTANCE, CONDITION, AND PACKAGING: All material delivered on site shall remain the property of the Seller until after TOWN's physical inspection and satisfactory acceptance of the material. The material must comply fully with the terms of the RFP, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. TOWN will not accept substitutes of any kind. All items or material not meeting specifications will be returned to the

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Bidder at the Bidder's expense. Payment will be made only after TOWN's receipt and acceptance of materials or services.

ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidders, by virtue of bidding, certify that if awarded any portion of the RFP the Bidder will supply only material or equipment that is 100% asbestos free.

ASSIGNMENT: Contractor shall not transfer or assign the performance required by this RFP without the prior written consent of TOWN. Any award issued pursuant to this RP, and the monies, which may become due hereunder, are not assignable except with the prior written approval of TOWN Commission, or TOWN Manager, or Town Manager's designee, depending on original award approval.

CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of 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.

COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to Bid specifications. Items delivered which do not conform to Bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in Contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from TOWN's Bidder mailing list for a specified period of time, during which Bidders will not be recommended for contract award.
- All Town Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

ELIGIBILITY: The Contractor must be registered with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with TOWN.

INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under any Contractor pursuant to this RFP. Personnel services for the Contractor shall be performed and supervised by the Contractor, and not by officers, employees, or agents of TOWN. Contractor's personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this RFP, and other similar administrative procedures applicable to services rendered under any Contract shall be those of the Contractor.

LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that apply to the Bid Documents and Contract Documents.

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

OTHER GOVERNMENTAL ENTITIES: An awarded Bidder may be requested to provide goods and services to other governmental agencies if Bidders have sufficient capacity or good quantities available. The awarded good or services shall be provided in accordance with the terms and conditions of the RFP and contract. Prices shall be F.O.B. delivered to the requesting agency.

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PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless TOWN 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 a Contract, including its use by TOWN. 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.

PERMITS, TAXES, LICENSES: The successful Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, state and federal laws, rules, and regulations applicable to business to be carried out under any Contract. Contractor will be reimbursed for all TOWN building permits.

RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to a Contract. The Contractor agrees to make available to TOWN's Internal Auditor, during normal business hours all books of account, reports and records relating to a Contract. These accounting records shall be retained for the duration of a Contract and for three years after the final payment under a Contract, or until all pending audits, investigations or litigation matters relating to a Contract are closed, whichever is later.

SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).

TERMINATION FOR CAUSE: If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Bid Documents or Contract Documents, or if the Contractor violates any of the provisions of this the Bid Documents or Contract Documents, TOWN may upon written notice to the Contractor terminate the right of the Contractor to proceed under the Bid Documents or Contract Documents, or with such part or parts of the Bid Documents or Contract Documents as to which there has been default, and may hold the Contractor liable for any damages caused to TOWN by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under the Bid Documents or Contract Documents shall, at the option of TOWN, become TOWN's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of TOWN. The Contractor, however, shall not be relieved of liability to TOWN for damages sustained by TOWN by reason of any breach of the Bid Documents or Contract Documents by the Contractor, and TOWN may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to TOWN from the Contractor can be determined.

TERMINATION FOR CONVENIENCE: TOWN reserves the right, in its best interest as determined by TOWN, to cancel a Contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of discussions with Town employees. Only those communications which are in writing from an authorized TOWN representative shall be considered.

2. PERFORMANCE OF SERVICES

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Services, equipment, and workmanship not conforming to the intent of the Contract Agreement or meeting the approval of TOWN may be rejected. Replacements and/or rework, as required, shall be accomplished on a timely basis at no additional cost to TOWN.

Bids must clearly state any warranties and guarantees against Subcontractor's workmanship and material. In the event of default by the Bidder, TOWN reserves the right to procure the necessary services from other sources and hold the Bidder responsible for any excess costs incurred as a result of such action.

Any variations from the RFP/ITB specifications, no matter how slight, including substitutions of products or methods must be noted and explained fully in a submittal with Bid entitled "Proposed Specifications". If no exceptions are noted, it shall be understood that the specifications will be adhered to exactly as listed in the specifications section of this document.

Where an "or EQUAL" is specified, TOWN shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by TOWN in writing. If specifications are in contradiction, or if they contain any errors or omissions, Bidders shall notify the Community Economic Development Department at sreutlinger@tppfl.gov at least ten (10) working days before the Bid opening, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

3. EMPLOYEES

Contractor shall provide qualified staff to perform all installation activities. Contractor shall have an "on-site" supervisor who speaks and reads English and is fully conversant in the safety procedures to be followed in case of injury and/or accident. All work must be performed following EPA requirements, and OSHA safety standards and regulations.

4. VARIATIONS TO SPECIFICATIONS

For each work authorization, Bidder must indicate any variance to the specifications, terms, and/or conditions, provided by TOWN, no matter how slight. If variations are not stated in the cost estimate to TOWN; it will be assumed that the product or service fully complies with the specifications, terms and/or conditions given for each specific work request.

5. REQUESTS FOR INFORMATION (RFI)

Any questions regarding the specifications shall be addressed to TOWN's Community Economic Development Department by the deadline stated herein via e-mail at sreutlinger@tppfl.gov. Oral instructions are not binding. All questions and interpretations will be clarified in writing to all Bidders by written addenda. Failure of a Bidder to receive and/or acknowledge any addendum shall not release the Bidder from any obligations under this Bid.

6. RIGHT OF REJECTION

The Town reserves the right to waive any informality in any bid, to reject any or all bids in whole or in part, with or without cause, and/or to accept the bid that in its judgment will be in the best interest of the Town.

7. PERFORMANCE BOND

If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to TOWN a Performance Bond, payable to the

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Town of Pembroke Park, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to TOWN thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement are given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to TOWN in the event of a material breach of this Contract Agreement by the Contractor.

8. INSURANCE

The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by TOWN or as specified in the Special Conditions.

The Contractor must purchase and maintain, at its own cost, primary insurance(s) with the minimum coverage limits described below. Insurance(s) must be with insurers and formats acceptable to Town, covering all premises and operations, and in force from the beginning of the project through the warranty period. The selected Contractor will be responsible for any deductible losses required in its insurance(s).

Commercial General Liability

- Combined single limits of one million dollars (\$1,000,000) each occurrence
- One million dollars (\$1,000,000) aggregate

Coverage must include bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy must also contain a provision for severability of interests. TOWN, its elected officials, officers, and employees must be named on the certificate as additional insured.

Professional Liability

- One million dollars (\$1,000,000) each occurrence
- One million dollars (\$1,000,000) aggregate

Employer's Liability Insurance

- Six hundred thousand dollars (\$600,000) each accident
- Six hundred thousand dollars (\$600,000) disease - policy limit
- Six hundred thousand dollars (\$600,000) disease

TOWN, its elected officials, officers, and employees must be named on the certificate as additional insured.

Comprehensive Automobile Liability - bodily injury and property damage

- Combined single limits of six hundred thousand dollars (\$600,000) each occurrence
- Six hundred thousand dollars (\$600,000) aggregate

Automobile coverage shall be for each owned, non-owned or hired Contractor vehicle (including employee-owned vehicles) used for the project and shall also contain a provision for severability of interests. TOWN, its officials and employees must be named on the certificate as additional insured.

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Certificates of insurance must be received and approved by TOWN prior to the beginning of services. Certificate(s) must identify the project and indicate that cancellation, termination or material change to the policy will not occur without 30 days prior written notice to TOWN. If asked, the Contractor must provide a certified copy of any policy and/or endorsement. Should the Contractor fail to purchase or maintain insurance(s) as required, TOWN may either terminate the contract or purchase the required insurance and recover the cost from the Contractor.

9. WARRANTY

Contractor warrants to the Town that all materials and equipment furnished under the Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Project Manager, the Contractor must furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within the Contract Documents.

All Work must have a one (1) year warranty on labor from the date of acceptance of the Work by the Town. Contractor must provide a minimum written warranty of one (1) year on all equipment, parts, or material unless the manufacturer provides a longer warranty. Where the manufacturer of the equipment, parts, or material provides a warranty greater than one (1) year, or the time frame stipulated then the manufacturer's warranty term will take precedence. Contractor will be required to provide the Project Manager a copy of the manufacturer's warranty prior to the Town issuing final payment. Manufacturer's warranties will become effective upon Final Completion of the Project.

All material and equipment furnished must be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the Town, the Contractor will correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Contract Documents may supersede the manufacturer's standard warranty. Manufacturer's warranties will become effective upon Final Completion of the Project.

Should the Contractor fail to perform any required warranty work the Town, at its sole discretion, may have the work performed by others, and deduct such costs from any monies due the Contractor from the Town. Where such funds are not available, the Town will bill the Contractor and Contractor will reimburse the Town within thirty (30) calendar days. The Town may take any necessary and appropriate action provided under this Contract or with law to collect such payment due the Town.

SECTION 4

CONTRACT AWARD

Any contract, as a result of this RFP, will be submitted to the Town Commission for its approval. The Contract award, if any, shall be made to the lowest responsive and responsible Bidder whose Bid shall be deemed by TOWN to be in the best interest of TOWN. TOWN's decision to make the award and which Bid is in the best interest of TOWN shall be final.

INSPECTIONS

The Contractor and the TOWN's representative shall meet once the job is completed to discuss any areas of concern. The dates and times for reviewing work will be mutually agreed to by both parties.

PERMIT FEES

TOWN will reimburse the selected Contractor municipal permit fees, as may be needed. However, administrative re-inspection fees may be assessed to the selected Contractor, in instances, where the required re-inspection is the direct result of Contractor's omission or error.

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CONTRACTOR'S EQUIPMENT

All Contractors' equipment shall be maintained in a safe operating condition while performing work under this contract. The Contractor shall always have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, TOWN shall direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of TOWN. The Contractor shall be responsible for injury to persons caused by the operation of its equipment.

STORAGE OF MATERIALS

Contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas, unless it is pre-approved by TOWN.

DISPOSAL OF WASTE

The Contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed in an approved facility at an approved site unless otherwise specified in this document. It is the Bidder's responsibility to become familiar with the existing conditions of Preserve to determine the type of equipment necessary to successfully provide the specified services.

PROTECTION OF PROPERTY

The Contractor shall take extra precaution to protect all property while conducting services. Any damage done by the Contractor shall be corrected to its original or better state and shall be corrected to the satisfaction of the Public Services Director Todd Larson.

DAMAGE TO PUBLIC OR PRIVATE PROPERTY

If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to TOWN prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.

Contractor must provide the necessary protection to prevent damage to property being repaired or replaced. If the work site has any pre-existing damage, the Contractor shall notify the Community Economic Development Department in writing via electronic mail at sreutlinger@tppfl.gov. Failure to do so shall obligate the Contractor to make repairs per the above section.

LIQUIDATED DAMAGES

If TOWN finds any deficiencies in work performed under Scope of Work, the deficiencies will be addressed in a letter addressed to the Contractor within five (5) calendar days from inspection. The Contractor will have (10) calendar days to correct such deficiencies. No work will be paid for until all work has been inspected and approved by TOWN. Time is of the essence and \$500.00 a day liquidated damages may be assessed for every calendar day the project is late.

SECTION 5

SCOPE OF WORK

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for sewer and road improvements including sewer system installation, milling, and resurfacing, thermoplastic pavement markings, and site restoration [including landscaping swale, concrete curb and gutter, driveways (asphalt, paver, or concrete), mailbox, street signs, etc.] as detailed in the plans and specifications attached hereto as Exhibit A.

}

SECTION 6

TOWN FORMS

BID FORM

- i. Bidder agrees to perform all the work described in the contract documents to provide a complete project as shown on the plans and specifications under the following lump sum and/or unit prices.
- ii. The owner reserves the right to substitute and/or delete items as necessary to meet the funding budget.
- iii. Bids shall not include sales tax and all other applicable taxes and fees.
- iv. In the case of a discrepancy between the unit cost and the total, the discrepancy shall favor the owner (lower resulting total cost)

Bid Prices Shall Be Based Pursuant to Specifications and Exhibit A. Contractor Shall Calculate and Provide Quantity Required for Each Line Item.

In accordance with the Town's Invitation to Bid (RFP 24-06R) and the specifications contained herein, the undersigned proposes the following Bid prices:

A. SW 30TH STREET SANITARY SEWER FORCE MAIN REPLACEMENT BID TABULATION

Company Name					
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST (\$)
1.	Mobilization	1	LS		
2.	Maintenance of Traffic	1	LS		
3.	Survey Stakeout and As-Builts	1	LS		
4.	Testing	1	LS		
5.	Clearing and Grubbing	1	LS		
6.	Erosion Control / SWPPP	1	LS		
7.	Cut / Cap Existing 6" ACP Force Main	8	EA		
8.	Grout Fill and abandon existing 6" ACP Force Main	4310	LF		
9.	Utility Trenching	4327	LF		
10.	5' Sidewalk Removal	75	LF		
11.	Inlet Protection	16	EA		
12.	6" PVC Force Main	4327	LF		
13.	6" PVC Fittings	1	LS		
14.	Restrained Joints (Throughout Force main route)	1	LS		
15.	Road Restoration	2221	SY		
16.	Sod	2586	SY		

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Company Name					
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST (\$)
17.	5' Sidewalk	75	LF		
18.	Construction Contingency	1	LS	\$26,063.25	\$26,063.25
19.	TOTAL			\$	

Authorized
Signatory:

(Signature)

Executed
by:

(Type or Print Name)

Title:

A. BID SIGNATURE PAGE

HOW TO SUBMIT BIDS: Bids must be submitted by hard copy. It is the sole responsibility of the Bidder to ensure that the Bid reaches the Town of Pembroke Park, Town Hall, Town Clerk's Office, 3150 SW 52nd Avenue, Pembroke Park, FL 33023, on or prior to the Bid due date and time listed. Bids submitted by fax or email will not be accepted.

The undersigned hereby agrees to furnish services subject to all instructions, terms, conditions, specifications, and addenda contained in the Invitation to Bid (RFP).

I have read the RFP, and all attachments including the specifications and fully understand what is required. By submitting this signed Bid, I understand any resulting Town contract will be subject to RFP instructions, terms, conditions, specifications, and addenda.

Submitted by	Date
--------------	------

Signature	Date
-----------	------

Name Print	Title
------------	-------

Company (Legal Registration)

FOREIGN CORPORATIONS MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address

City	State	Zip
------	-------	-----

Telephone No.	FAX No	Email
---------------	--------	-------

Does your firm qualify for MBE or WBE status?	MBE	WBE
---	-----	-----



TOWN OF PEMBROKE PARK SUBMITTAL REQUIRED FORMS

Bidders must complete and submit all TOWN requested documentation to be considered a responsive and responsible Bidder.

1. Questionnaire
2. Bid Acknowledgment
3. Vendor/Bidder Disclosure
4. Subcontractors
5. References
6. Scrutinized Companies
7. Public Entity Crimes
8. Conflict of Interest Disclosure
9. Non-Collusion Statement
10. Confirmation of Drug-Free Workplace
11. Acknowledgement of Addenda



Submitted by (*Company Name*):

Corporation

Partnership

Individual

Joint Venture

Other

Describe:

Office Location:

Number of people in your organization:

Length of time the Contractor has been doing business under this name in Florida:

Years

Under what other name(s) has your firm operated:

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

YES

(*attach a detailed explanation*)

NO



BID ACKNOWLEDGMENT

The undersigned, having carefully read and considered the Invitation to Bid, RFP 24-06R, SW 30th Street Sanitary Sewer Force Main Replacement for the Town of Pembroke Park, does hereby offer to perform such services for the Town of Pembroke Park, in the manner described and subject to the terms and conditions set forth in the attached RFP.

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

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

Bidder Business Name: _____

Authorized Representative Signature: _____

Authorized Representative Name (Print): _____

Authorized Representative Title (Print): _____

Address: _____

Date: _____

Phone: _____

Fax: _____

Email Address: _____

Key Staff Member(s) Will Assign to Project: _____



VENDOR/BIDDER DISCLOSURE

I, _____, being first duly sworn state that:

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

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

Name of Individual, Firm, or Organization: _____

Address: _____

FEIN: _____

State and date of incorporation _____

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	% Ownership
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Full Legal Name	Address	% Ownership
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

}

STATE OF FLORIDA)
)
COUNTY OF _____)

By: _____ Date: _____
Signature of Affiant

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this _____ day of
_____, 20____, by _____, he/she is personally known
to me or has presented _____ as identification.

Notary Public, State of Florida at Large

Print or Stamp of Notary:



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

	CLASSIFICATION OF WORK	NAME OF SUBCONTRACTOR	ADDRESS OF SUBCONTRACTOR
1.			
2.			
3.			
4.			
5.			



**DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES
ADDENDA ACKNOWLEDGEMENT**

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____

Addendum No _____

Addendum No. _____

Addendum No. _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.



REFERENCE FORM

All references must be from customers for whom your company has provided similar services as the specifications of this bid. *(Invalid contact information will result in default of references and may cause the bid to be disqualified.)*

Company Name: _____

1. Company: _____

Street Address: _____

City, State & Zip: _____

Contact Person Name: _____ Title: _____

Phone: _____ Email: _____

Describe Scope of Work and dates of project/service: _____

2. Company: _____

Street Address: _____

City, State & Zip: _____

Contact Person Name: _____ Title: _____

Phone: _____ Email: _____

Describe Scope of Work and dates of project/service: _____

3. Company: _____

Street Address: _____

City, State & Zip: _____

Contact Person Name: _____ Title: _____

Phone: _____ Email: _____

Describe Scope of Work and dates of project/service: _____

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SCRUTINIZED COMPANIES

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

Acknowledged By:

Firm Name:

Printed Name:

Title:

Signature:

Date:

}



PUBLIC ENTITY CRIMES
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

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

Acknowledged By:

Firm Name:

Printed Name:

Title:

Signature:

Date:

}

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CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

Acknowledged By:

Firm Name:

Printed Name:

Title:

Signature:

Date:

}



PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION

I _____ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

The Town reserves the right to reject the proposal submitted by any proposer violating this provision.

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)



CONFIRMATION OF DRUG-FREE WORKPLACE

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

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

Bidder's Signature

Date

EXHIBIT “B”
CONTRACTOR PROPOSAL

{00568189.1 3399-0000000 }

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SECTION 6

TOWN FORMS

BID FORM

- i. Bidder agrees to perform all the work described in the contract documents to provide a complete project as shown on the plans and specifications under the following lump sum and/or unit prices.
- ii. The owner reserves the right to substitute and/or delete items as necessary to meet the funding budget.
- iii. Bids shall not include sales tax and all other applicable taxes and fees.
- iv. In the case of a discrepancy between the unit cost and the total, the discrepancy shall favor the owner (lower resulting total cost)

Bid Prices Shall Be Based Pursuant to Specifications and Exhibit A. Contractor Shall Calculate and Provide Quantity Required for Each Line Item.

In accordance with the Town's Invitation to Bid (RFP 24-06R) and the specifications contained herein, the undersigned proposes the following Bid prices:

A. SW 30TH STREET SANITARY SEWER FORCE MAIN REPLACEMENT BID TABULATION

Company Name					
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST (\$)
1.	Mobilization	1	LS	\$174,376.50	\$174,376.50
2.	Maintenance of Traffic	1	LS	\$9,750.00	\$9,750.00
3.	Survey Stakeout and As-Builts	1	LS	\$15,000.00	\$15,000.00
4.	Testing	1	LS	\$5,200.00	\$5,200.00
5.	Clearing and Grubbing	1	LS	\$15,000.00	\$15,000.00
6.	Erosion Control / SWPPP	1	LS	\$6,250.00	\$6,250.00
7.	Cut / Cap Existing 6" ACP Force Main	8	EA	\$6,162.00	\$49,296.00
8.	Grout Fill and abandon existing 6" ACP Force Main	4310	LF	\$5.75	\$24,775.00
9.	Utility Trenching	4327	LF	\$2.50	\$10,817.50
10.	5' Sidewalk Removal	75	LF	\$44.00	\$3,300.00
11.	Inlet Protection	16	EA	\$96.00	\$1,536.00
12.	6" PVC Force Main	4327	LF	\$76.50	\$331,015.50
13.	6" PVC Fittings	1	LS	\$77,651.00	\$77,651.00
14.	Restrained Joints (Throughout Force main route)	1	LS	\$38,040.00	\$38,040.00
15.	Road Restoration	2221	SY	\$22.50	\$49,972.50
16.	Sod	2586	SY	\$12.40	\$32,066.40

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Company Name					
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST (\$)
17.	5' Sidewalk	75	LF	\$29.60	\$2,220.00
18.	Construction Contingency	1	LS	\$26,063.25	\$26,063.25
19.	TOTAL			\$ 872,329.65	

Authorized
Signatory:



(Signature)

Executed
by:

(Type or Print Name) Ricardo Gonzalez

Title: President

A. BID SIGNATURE PAGE

HOW TO SUBMIT BIDS: Bids must be submitted by hard copy. It is the sole responsibility of the Bidder to ensure that the Bid reaches the Town of Pembroke Park, Town Hall, Town Clerk's Office, 3150 SW 52nd Avenue, Pembroke Park, FL 33023, on or prior to the Bid due date and time listed. Bids submitted by fax or email will not be accepted.

The undersigned hereby agrees to furnish services subject to all instructions, terms, conditions, specifications, and addenda contained in the Invitation to Bid (RFP).

I have read the RFP, and all attachments including the specifications and fully understand what is required. By submitting this signed Bid, I understand any resulting Town contract will be subject to RFP instructions, terms, conditions, specifications, and addenda.

RG Underground Engineering, Inc	02/21/25
Submitted by	Date
	02/21/25
Signature	Date
Ricardo Gonzalez	President
Name Print	Title
RG Underground Engineering, Inc	
Company (Legal Registration)	

FOREIGN CORPORATIONS MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

14375 SW 120 St Unit 104		
Address		
Miami	FL	33186
City	State	Zip
305-386-6293	305-386-5241	office@rgunderground.com
Telephone No.	FAX No	Email
Does your firm qualify for MBE or WBE status?		
	MBE	WBE



RG Underground Engineering, Inc

Submitted by (Company Name):



Corporation

Partnership

Individual

Joint Venture

Other

Describe:

14375 SW 120 St Unit 104 Miami, FL 33186

Office Location:

17

Number of people in your organization:

16

Length of time the Contractor has been doing business under this name in Florida:

Years

N/A

Under what other name(s) has your firm operated:

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

YES

(attach a detailed explanation)





BID ACKNOWLEDGMENT

The undersigned, having carefully read and considered the Invitation to Bid, RFP 24-06R, SW 30th Street Sanitary Sewer Force Main Replacement for the Town of Pembroke Park, does hereby offer to perform such services for the Town of Pembroke Park, in the manner described and subject to the terms and conditions set forth in the attached RFP.

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

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

Bidder Business Name: RG Underground Engineering, Inc

Authorized Representative Signature:

Authorized Representative Name (Print): Ricardo Gonzalez

Authorized Representative Title (Print): President

Address: 14375 SW 120 St Unit 104 Miami, FL 33186

Date: 02/21/25

Phone: 305-386-6293

Fax: 305-386-5241

Email Address: office@rgunderground.com

Key Staff Member(s) Will Assign to Project: Ricardo Gonzalez & Urbano Leon (Project Manager)



VENDOR/BIDDER DISCLOSURE

I, Ricardo Gonzalez, being first duly sworn state that:

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

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

Name of Individual, Firm, or Organization: RG Underground Engineering, Inc

Address: 14375 SW 120 St Unit 104

Miami, FL 33186

FEIN: 26-4747215

State and date of incorporation Florida

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	% Ownership
Ricardo Gonzalez	1932 SW 142 Ct Miami, FL 33175	100%

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

Full Legal Name	Address	% Ownership

}

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STATE OF FLORIDA)
)
COUNTY OF DADE)

By: _____
Signature of Affiant

Date: 02/21/25

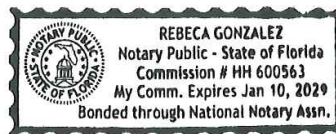
Ricardo Gonzalez
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 21st day of
February 2025, by Ricardo Gonzalez, he/she is personally known

to me or has presented _____ as identification.

Rebeca Gonzalez
Notary Public, State of Florida at Large

Rebeca Gonzalez
Print or Stamp of Notary:





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

	CLASSIFICATION OF WORK	NAME OF SUBCONTRACTOR	ADDRESS OF SUBCONTRACTOR
1.	Sod	Jeny Sod Service, Corp	17150 SW 177 Ave Miami, FL 33187
2.			
3.			
4.			
5.			



**DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES
ADDENDA ACKNOWLEDGEMENT**

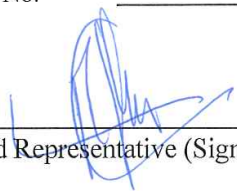
The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____



Authorized Representative (Signature)

02/20/25

Date

Ricardo Gonzalez / President

Authorized Representative/Title
(Print or Type)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.



**Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600
RFP 24-06R**

AUDITING SERVICES

ADDENDUM NO. 1
ISSUED: February 19, 2025

This addendum is issued in response to questions asked at the pre-bid meeting and submitted questions.

1. Is the bid form missing from the RFP?
Response: No, the bid form can be found under Section 6 of the RFP.
2. How long is the section that is restrained?
Response: 3800 square feet/89%
3. Is the last section in an alley? Is it accessible for machinery?
Response: Yes, and the area is accessible by machinery.
4. Who currently maintains the line? Will all the connections be coordinated with the Town?
Response: The pipes to be installed will be maintained by the Town. Yes, all coordination will be made with the Town.
5. What type of sod is required for the easement?
Response: Contractor selection to be approved by Engineer-of-record.
6. Can the bid due date be extended?
Response: No.
7. Will the lift stations remain functional during construction?
Response: Yes, all lift stations must remain functional during construction.
8. What is the project start date?
Response: The Notice to Proceed will be issued on Monday, March 17th.
9. Do the specifications include the soil testing?
Response: No, but the Geotechnical report can be found attached.

10. Is a bid bond required?

Response: Yes, bid bond is required as per RFP.

11. What is the project budget?

Response: The Engineer's opinioned probable cost is \$710,000.

12. The documents provided the towns website & demandstar is missing the Specifications for the project. Please advise.

Response: Construction specifications are on sheet GI-004 of the construction plans.

Cynthia Garcia-Lima
Town Clerk

Company Name: RG Underground Engineering, Inc
(please print)

Bidder's Signature: 

Date: 02/20/25



REFERENCE FORM

All references must be from customers for whom your company has provided similar services as the specifications of this bid. *(Invalid contact information will result in default of references and may cause the bid to be disqualified.)*

Company Name: _____

1. Company: Town of Miami Lakes

Street Address: 6601 Main St

City, State & Zip: Miami Lakes, FL 33014

Contact Person Name: Anaily Padron Title: Capital Improvement Project Manager

Phone: 305-364-6100 Email: padrona@miamilakes-fl.gov

Describe Scope of Work and dates of project/service: drainage system installation, milling and resurfacing , thermoplastic pavement marking and sit restoration -worked between 05/23/23 - 12/31/23

2. Company: Town of Cutler Bay

Street Address: 10720 Caribbean Blvd., Suite 105

City, State & Zip: Cutler Bay, FL 33189

Contact Person Name: Alfredo Quintero Title: Public Works Director

Phone: 786-573-5511 Email: aquintero@cutlerbay-fl.gov

Describe Scope of Work and dates of project/service: drainage system installation, milling and resurfacing , thermoplastic pavement marking and sit restoration -worked between 04/10/23 - 10/07/23

(In this moment we are finishing another Project with this City)

3. Company: CHA Consulting, Inc

Street Address: 8935 NW 35th Lane

City, State & Zip: Doral, FL 33172

Contact Person Name: Julian Gomez Title: Section Manager / Project Manager

Phone: (786) 257-3074 Email: jgomez@chasolutions.com

Describe Scope of Work and dates of project/service: Installation of 2,100 LF 12" PVC and 800 LF HDPE via HDD to cross canal -worked between 01/08/24 - 05/05/24

Page 33 of 38



SCRUTINIZED COMPANIES

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

Acknowledged By:

RG Underground Engineering, Inc

Firm Name:

Ricardo Gonzalez

President

Printed Name:

Title:

02/21/25

Signature:

Date:



PUBLIC ENTITY CRIMES
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

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

Acknowledged By:

RG Underground Engineering, Inc

Firm Name:

Ricardo Gonzalez

President

Printed Name:

Title:

Signature:

02/21/25

Date:

Page 35 of 38



CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

☒ To the best of our knowledge, the undersigned Contractor has no potential conflict of interest as defined in Chapter 112, Florida Statutes.

☐ The undersigned Contractor, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this RFP.

Acknowledged By:

RG Underground Engineering, Inc

Firm Name:

Ricardo Gonzalez

President

Printed Name:

Title:

Signature:

02/21/25

Date:



PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION

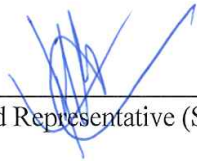
I Ricardo Gonzalez certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

The Town reserves the right to reject the proposal submitted by any proposer violating this provision.

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: RG Underground Engineering, Inc



Authorized Representative (Signature)

02/21/25

Date

Ricardo Gonzalez / President

Authorized Representative/Title
(Print or Type)



CONFIRMATION OF DRUG-FREE WORKPLACE

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

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

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

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

Bidder's Signature

02/21/25

Date

BID BOND

Bond No: n/a

CONTRACTOR:

(Name, legal status and address)

RG Underground Engineering, Inc.
14375 SW 120 St Unit 104
Miami, FL 33186

SURETY:

(Name, legal status and principal place of business)

FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: 5% Five percent of amount of bid 5% amount of bid

PROJECT: SW 30th Street Sanitary Sewer Force main Replacement
REP 24-06R
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

The Company executing this bond vouches that this document conforms to the American Institute of Architects Document A310, 2010 edition

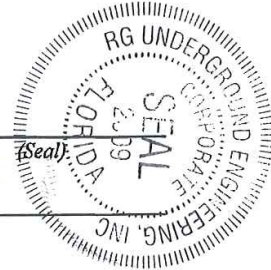
1

Signed and sealed this 21st day of February, 2025.


(Witness)

RG Underground Engineering, Inc.
(Principal)

(Title) Ricardo Gonzalez, President




(Witness)

FCCI Insurance Company

(Surety)

(Seal)

(Title) Mayra Rodriguez / Atty-in-fact & FL Res Agent



The Company executing this bond vouches that this document conforms to the American Institute of Architects Document A310, 2010 edition

2



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Mayra Rodriguez; Fausto Alvarez, Jr., Claudio Rubiera, Norman L Morris

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$30,000,000.00): \$30,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:


Christina D. Welch, President
FCCI Insurance Company




Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

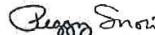
State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326835
Expires February 27, 2027


Notary Public

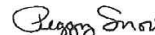
State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326835
Expires February 27, 2027


Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 21st day of February, 2025


Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2021

ID	WBS	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	April 3/30	4/6	4/13	4/20	4/27
1	1		6" FORCE MAIN	113 days	Mon 4/14/25	Wed 9/17/25							
2	1.1		Preliminary activities	26 days	Mon 4/14/25	Mon 5/19/25							
3	1.1.1		Pre-Construction meeting	1 day	Mon 4/14/25	Mon 4/14/25							
4	1.1.2		Utility Locates	5 days	Tue 4/15/25	Mon 4/21/25		office assi					
5	1.1.3		Submittals	10 days	Tue 4/15/25	Mon 4/28/25		office assi					
6	1.1.4		Long lead items	15 days	Tue 4/29/25	Mon 5/19/25	3,5						
7	1.2		Begin installation of 6" FM	87 days	Tue 5/20/25	Wed 9/17/25	2	A&B mate					
8	1.2.1		Mobilization	3 days	Tue 5/20/25	Thu 5/22/25	2						
9	1.2.2		Begin installation- STA 0+00 to 16+00	20 days	Fri 5/23/25	Thu 6/19/25	8						
10	1.2.3		Test/Flush section	3 days	Fri 5/23/25	Tue 5/27/25	8	foreman/					
11	1.2.4		Perform roadway restoration on last section	2 days	Wed 5/28/25	Thu 5/29/25	10	Asphalt[1 tn], Backho					
12	1.2.5		Continue installation of FM from STA 16+00 TO	28 days	Wed 5/28/25	Fri 7/4/25	10	A&B materials[					
13	1.2.6		Test/Flush section	4 days	Mon 7/7/25	Thu 7/10/25	12	foreman/					
14	1.2.7		Perform Trench Restoration on last Section	3 days	Fri 7/11/25	Tue 7/15/25	13	Asphalt[1 tn], Backho					
15	1.2.8		CUT/CAP EXISTING 6" FM	10 days	Wed 7/16/25	Tue 7/29/25	14	A&B mate					
16	1.2.9		GROUT FILL AND ABANDON	8 days	Wed 7/30/25	Fri 8/8/25	15	Asphalt[1					
17	1.2.10		Make Connection at (PRIVATE PS)	8 days	Mon 8/11/25	Wed 8/20/25	16						
18	1.2.11		ROAD RESTORATION	8 days	Thu 8/21/25	Mon 9/1/25	17	A&B mate					
19	1.2.12		General site clean up/sod	10 days	Tue 9/2/25	Mon 9/15/25	18	A&B mate					

Project: SW 30th St Sanitary Sewer FM Replacement
Date: 2/21/25

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

ID	WBS	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	April 3/30	4/6	4/13	4/20	4
20	1.2.1.1		Milling	2 days	Tue 9/2/25	Wed 9/3/25	17,18	A&B mate					
21	1.2.1.2		Overlay 1" SP 9.5	1 day	Tue 9/16/25	Tue 9/16/25	20,19	A&B mate					
22	1.2.1.3		Striping	1 day	Wed 9/17/25	Wed 9/17/25	21	Striping su					
23	1.2.1.4		CLOSE OUT ITEMS	27 days	Wed 7/30/25	Thu 9/4/25							
24	1.2.1.5		As-builts	15 days	Wed 7/30/25	Tue 8/19/25	15	surveyor					
25	1.2.1.6		punch-list	3 days	Tue 9/2/25	Thu 9/4/25	18	Backhoe,f					

Project: SW 30th St Sanitary
Sewer FM Replacement
Date: 2/21/25

Task

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

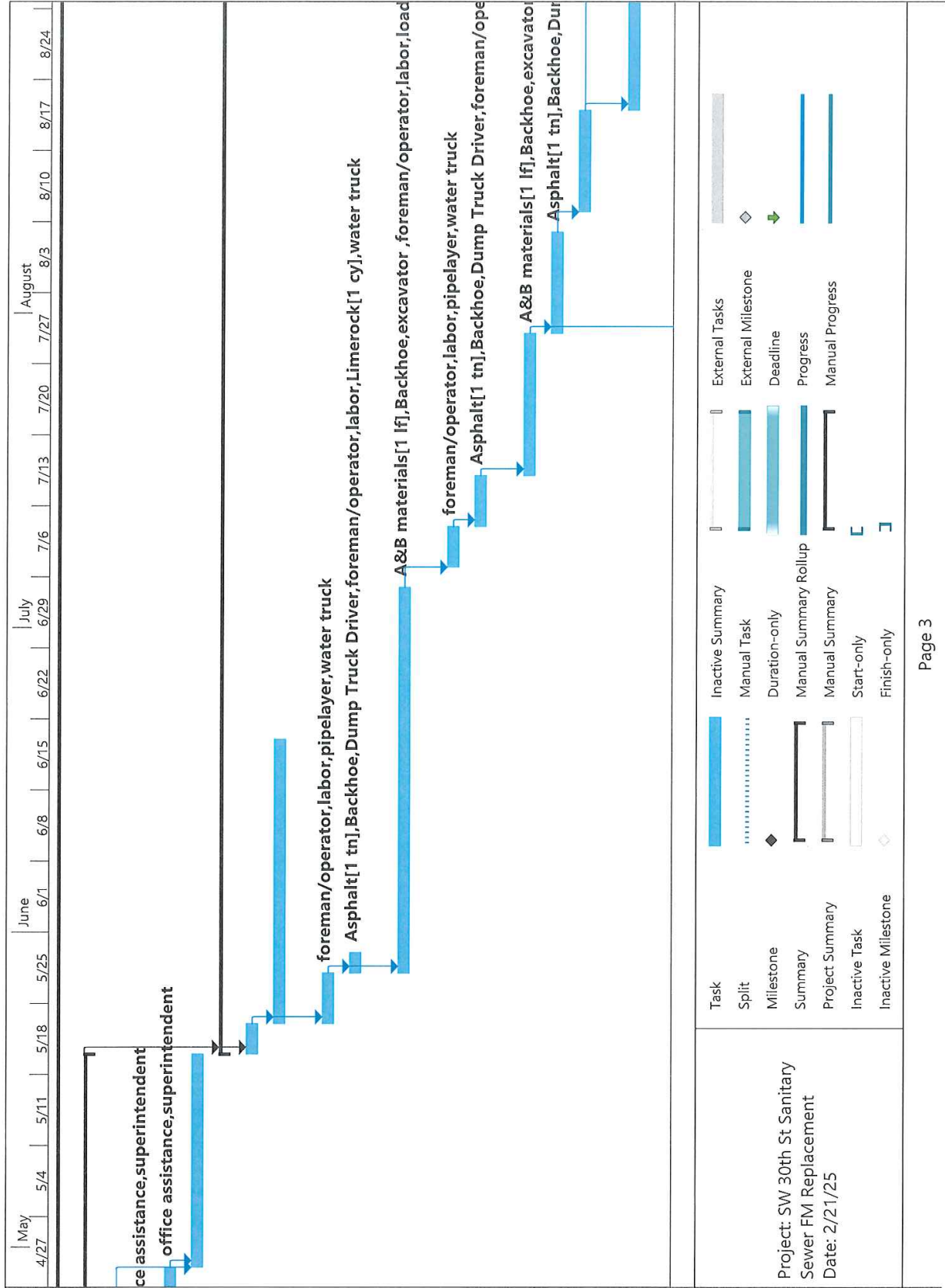
External Tasks

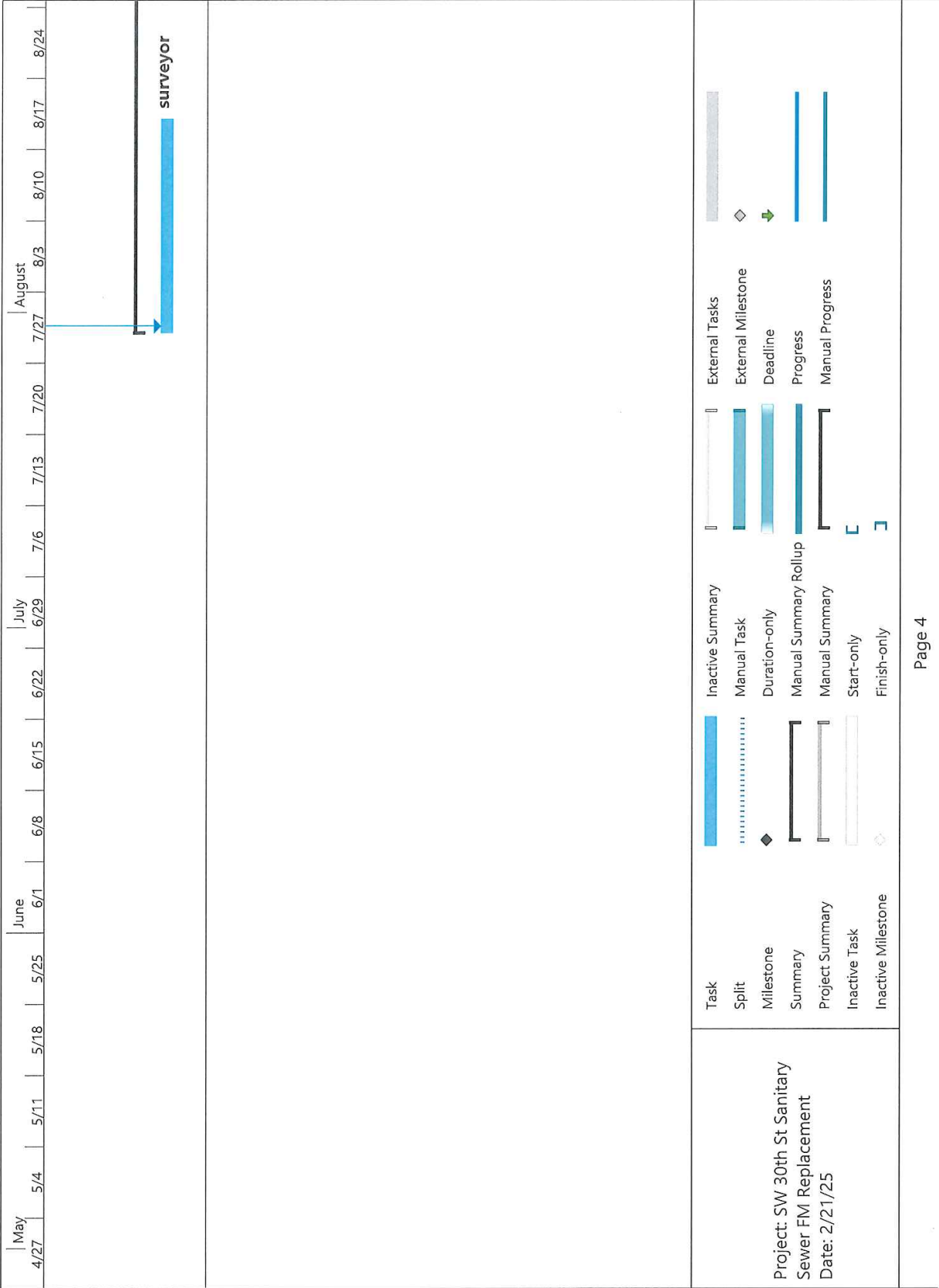
External Milestone

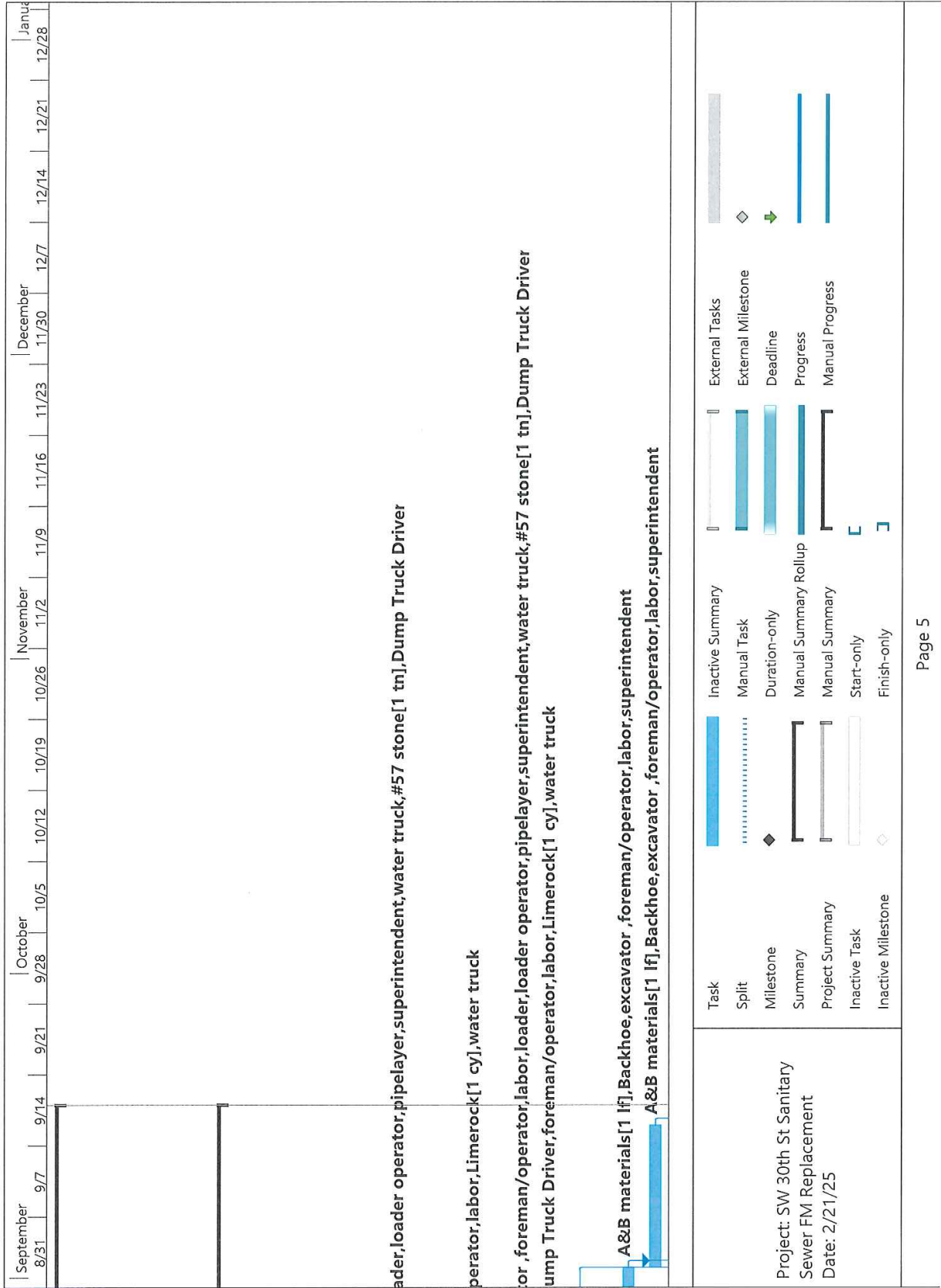
Deadline

Progress

Manual Progress









Underground Engineering Inc.

Experience: Force Main & Water Main

Project	Contact	Duration	Amount
CD Project 4.9 12, 8, and 6-inch DI Force Mains SW 92 Ave from SW 136 St to SW 152 St - RPQ T2406 - October/2019	Marcelino Torres -MDWASD PH: : 305-746-1068 marcelino.torres@miamidade.gov	1 year	\$2,548,490.68
Installation of 8-inch DI Water Mains between SW 152 Ave and SW 157 Ave and between SW 288 St and 297 St RPQ T2379 – October 2019	Alex Valdes - WASD Ph: 786-299-9008 Fax: 786-268-5126 alexis.valdes@miamidade.gov	1 year	\$ 2,215,772.65
Pump Station 12 Force Main Upgrade 2018/19-9500-00-008 – January 2021	Michael Vinas – Hazen & Sawyer Ph: 786-202-0609 MVinas@hazenandsawyer.com	180 days	\$ 441,762.50
Force Main Installation (S. Alhambra Circle) 2022/2023	Hanna Borders - Hanzen & Sawyer Ph: 305-403-4001 hborders@hanzenandsawyer..com	180 days	\$1,761,593.00
Phase II Force Main Extension 2023	Alex Medina – City of Hialeah Ph: 305-556-3800 almedina@hialeahfl.gov	180 days	\$1,269,394.00
Projects 7 & 13: West Palm Drive Pump Station & Force Main 2022 - 2024	Pedro Gonzalez – City of Florida City Ph: 305-598-0199 pgonzalez@baljet.com	180 days	\$933,572.00
West Little River - 12" Force main 2024	Alex Valdes – WASD Ph: 786-299-9008 alex.valdes@miamidade.gov Julian Gomex, PE Ph: 786-925-3662 jgomez@chasolutions.com	120 days	\$1,739,403.67

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO. HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



GONZALEZ, RICARDO

RG UNDERGROUND ENGINEERING INC

14375 SW 120 ST

UNIT 104

MIAMI

FL 33186

LICENSE NUMBER: CUC1224867

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/22/2024

Do not alter this document in any form.

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



Ricardo Gonzalez

14375 SW 120 St #104 • Miami, FL 33186 • (305) 386-6293 • ricardo@rgunderground.com

CONSTRUCTION MANAGER / ON-SITE SUPERVISOR

Construction manager with a 14-year record of success overseeing all phases of million-dollar construction environmental projects for government and private-sector clients. Experience includes managing crews of up to 15 in roadway improvements, Waterworks a variety of other construction/demolition projects. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Key Skills

- *QuickBooks Skills*
- *Florida State Underground Utilities & Excavation License and Building Contractor License*
- *Site Safety/OSHA Compliance*
- *Change Order Management*
- *Budgeting & Cost Controls*
- *Bidding/Estimating/Proposals*
- *Subcontractor/Crew Supervision*

Employer Summary

LEON'S ENGINEERING CORP. Miami, FL) — Construction Project Manager, 2/08 to 03/09

Lead infrastructure Drainage improvements project on south Florida roadways. Consistently exceeded margin goals and client expectations.

LEON'S ENGINEERING CORP (Miami, FL) — Foreman, 2/03 to 2/08

Managed 3 to 5 man crew on various drainage, water, sewer, and lift station projects for five years.

RG UNDERGROUND ENGINEERING INC. (Miami, FL) — Site Supervisor / President, 4/09 to Present

Provided site supervision on a diverse range of construction and roadway projects. Managing Corporate transaction and accounting.

Project Descriptions

Drainage Improvement Projects (2003 to Present) • Budgets: 5M to 10M

Repaired highly traveled, weather-damaged roadways and throughout the Southeast, completing all projects on or under budget and before the time of completion.

Waterlines, Sewer and lift station Projects (2003 to Present) • Budgets: \$1M to \$3M

Served as project/site Superintendent, manager and Foreman on various of million-dollar projects that included excavations of contaminated soil, public lands restoration, Waterline and sewer in government funded projects.

Canal Embankment Projects (2006 to 2012) • Budgets: \$600,000.00

Led all phases of complex Canal improvement job.

Education & Certifications

MIAMI-DADE COLLEGE (Miami, FL) — 2 year of credits,

Florida State Underground Utilities and Excavation License- 2010

Florida State Building Contractor License - 2017



Ricardo Gonzalez

Has Completed a FDOT Approved Temporary Traffic Control: Intermediate Course.

Certificate: 613288

Issued: 08/15/2023

Expires: 08/02/2027

Instructor: W.M

Training Provider:



Metro Florida Safety Council
Tri-County
Dade/Broward/Palm Beach, FL 33441
Ph: 954-603-1900

Verify this Certificate at www.motadmin.com.

Urbano Leon

14375 SW 120 St Unit 104 • Miami, FL 33186 • (305) 386-6293 • office@rgunderground.com

CONSTRUCTION MANAGER / ON-SITE PROJECT MANAGER

Construction manager with a 26-year record of success overseeing all phases of million-dollar construction environmental projects for government and private-sector clients. Experience includes managing crews of up to 15 in roadway improvements, Waterworks a variety of other construction/demolition projects. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

Key Skills

- Water Mains & Force Mains
- Drainage Improvement Projects
- Lift Station Improvements
- Bidding/Estimating/Proposals
- Subcontractor/Crew Supervision

Employer Summary

Daca Environmental (Miami, FL) — Foreman, Estimator 1997 to 1999

Managed 3 to 5 man crew on various water, sewer, and lift station projects for two years.

LEON'S ENGINEERING CORP.(Miami, FL) — Construction Project Manager/Superintendent, 1999 to 2010

Lead infrastructure Drainage improvements project, Installation of Water Mains & Force Mains and Lift Stations on south Florida roadways.

RG UNDERGROUND ENGINEERING INC. (Miami, FL) — Construction Project Manager, 2010 to Present

Provided site supervision on a diverse range of construction and roadway projects.

Project Descriptions

Drainage Improvement Projects (1999 to Present) • Budgets: 5M to 10M

Repaired highly traveled, weather-damaged roadways and throughout the Southeast, completing all projects on or under budget and before the time of completion.

Waterlines, Sewer and lift station Projects (1997 to Present) • Budgets: \$1M to \$3M

Served as project/site manager and Foreman on various of million-dollar projects that included excavations of contaminated soil, public lands restoration, Waterline and sewer in government funded projects.

Canal Embankment Projects (2003 to 2012) • Budgets: \$600,000.00

Led all phases of complex Canal improvement job.

Education & Certifications

Mechanical Engineer (Havana, Cuba) — 1981-1986



Office of Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160
miamidade.gov

July 17, 2024

RICARDO GONZALEZ
RG UNDERGROUND ENGINEERING INC
14375 SW 120TH ST STE, Unit 104
Miami, FL 33186

Approval Date: October 31, 2023 Small Business Enterprise - Construction (SBE-Con)
Expiration Date: October 31, 2026

Dear RICARDO GONZALEZ,

Miami-Dade County Office of Small Business Development (SBD), has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise. The Small Business Enterprise (SBE) programs are governed by Sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes. This Small Business Enterprise - Construction (SBE-Con) certification is valid for three (3) years. However, to validate continuing eligibility, SBD may conduct random audit(s) within the three (3) year certification period. **Failure to provide required documentation for a random audit will initiate the decertification process.**

At the time of expiration, your firm will submit a Re-certification Application at least one hundred and eighty (180) days, but not less than, ninety (90) days, prior to the end of the three (3) year certification term via the County's web-based system, Business Management Workforce System (BMWS). This will ensure sufficient time for process by SBD. **Failure to provide the re-certification application and required supporting documentation will initiate the decertification process.**

If at any time there is a material or business structure change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliations(s) with other businesses or the physical location of the firm, you must notify this office within thirty (30) calendar days of the effective date of the change(s) via the BMWS. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. **Failure to notify SBD of any changes may result in immediate action to decertify the firm.**

This letter will be the only approval notification issued for the duration of your firm's three-year certification. If the firm attains graduation or becomes ineligible during the three-year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code. Your firm's name and tier level will be listed in the directory for all SBE certified firms, which can be accessed through Miami-Dade County's SBD website: <https://www.miamidade.gov/global/business/smallbusiness/home.page>. The categories as listed below affords you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

It is strongly recommended that you register your firm as a bidder with Miami-Dade County. To register, you may visit: <https://www.miamidade.gov/global/business/procurement/home.page>. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at sbdcert@miamidade.gov.

Sincerely,

Jeanise Cummings-Labossiere
Section Chief, Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

NAICS 236115: NEW SINGLE-FAMILY HOUSING CONSTRUCTION (EXCEPT FOR-SALE BUILDERS)
NAICS 236116: NEW MULTIFAMILY HOUSING CONSTRUCTION (EXCEPT FOR-SALE BUILDERS)
NAICS 236117: NEW HOUSING FOR-SALE BUILDERS
NAICS 236118: RESIDENTIAL REMODELERS
NAICS 236210: INDUSTRIAL BUILDING CONSTRUCTION
NAICS 236220: COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION
NAICS 237110: WATER AND SEWER LINE AND RELATED STRUCTURES CONSTRUCTION
NAICS 237120: OIL AND GAS PIPELINE AND RELATED STRUCTURES CONSTRUCTION
NAICS 237130: POWER AND COMMUNICATION LINE AND RELATED STRUCTURES CONSTRUCTION
NAICS 237210: LAND SUBDIVISION
NAICS 237310: HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
NAICS 237990: OTHER HEAVY AND CIVIL ENGINEERING CONSTRUCTION
NAICS 238110: POURED CONCRETE FOUNDATION AND STRUCTURE CONTRACTORS
NAICS 238120: STRUCTURAL STEEL AND PRECAST CONCRETE CONTRACTORS
NAICS 238910: SITE PREPARATION CONTRACTORS
NAICS 238990: ALL OTHER SPECIALTY TRADE CONTRACTORS



Agenda Item Report

Subject:	Review and consideration of approval of the proposed public relations agreement - Town Manager Lynch RESOLUTION NO. 2025-009 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND PUBLIC COMMUNICATORS GROUP, LLC, ATTACHED HERETO AS EXHIBIT "A," FOR COMMUNICATIONS AND PUBLIC RELATIONS SERVICES; AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - March 13, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	To improve transparency, community engagement, and the Town's overall public image, a professional public relations firm will provide strategic communication support. Services may include media relations, crisis communication, social media management, and public information dissemination.
Staff Recommendations:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[Proposed Agreement
2025-009](#)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE TOWN OF PEMBROKE PARK
AND PUBLIC COMMUNICATORS GROUP**

THIS AGREEMENT is made and entered into as of the 13th day of March, 2025, by and between the TOWN OF PEMBROKE PARK, a political subdivision of the State of Florida, having an address at 3150 SW 52nd Ave, Pembroke Park, Florida 33023, hereinafter referred to as the "TOWN", and PUBLIC COMMUNICATORS GROUP LLC, a Florida limited liability company, having an address at 3330 NE 190th St, Suite 415, Aventura, FL 33180, hereinafter referred to as the "CONSULTANT."

RECITALS

WHEREAS, the TOWN desires to engage the CONSULTANT to provide comprehensive marketing services to include marketing, advertising communications and creative services relating to various TOWN programs, events and initiatives and all other related services, as more particularly described in the Statement of Work attached hereto as Exhibit "A;" and

WHEREAS, the TOWN having investigated the qualifications of the CONSULTANT to perform the services herein contemplated and found those qualifications satisfactory; and

WHEREAS, the CONSULTANT having examined the scope of the services required hereunder and having expressed desire and willingness to provide such services and having presented qualifications to the TOWN in support of those expressed desires; and

WHEREAS, the CONSULTANT agrees to accept this Agreement upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

SECTION 1. TERM.

- 1.1 The term of this Agreement shall begin on March 13, 2025, and shall be in effect for an initial term of three (3) years, followed by two (2) one-year options to renew which are subject to the mutual written consent of both parties.
- 1.2 This Agreement incorporates and supersedes all previous agreements, written and oral, and all prior and contemporaneous communications between the parties, regarding the subject matter hereof; including the agreement between the Parties, dated August 17, 2023, which is hereby terminated.
- 1.3 The TOWN has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon sixty (60) days written notice to the CONSULTANT. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, sketches, studies, plans, drawings, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the TOWN within ten (10) days.

SECTION 2. PROFESSIONAL SERVICES.

- 2.1 Basic Services. CONSULTANT shall perform the services as set forth in **Exhibit "A."**

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VENDOR _____
CAO _____

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2.2 Key Personnel. Evan Ross is considered a skilled, seasoned and experienced professional who maintains advanced skills within the communications industry and public service. Mr. Ross shall be the primary contact person representing the CONSULTANT.

2.3 The CONSULTANT shall obtain the consent of the TOWN Manager or designee prior to disseminating any TOWN related written or verbal communication and prior to speaking on the record to any media outlets or newspapers.

2.4 Confidential Information. The CONSULTANT agrees that any information received by the CONSULTANT for the TOWN and in providing services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organization without the express consent of the TOWN Manager or designee.

2.5 The CONSULTANT shall not be prohibited from representing or providing like services to other persons and entities besides the TOWN, so long as CONSULTANT shall avoid any representation or relation which would create a conflict of interest, as determined by the Town Attorney or Town Manager. Further the CONSULTANT shall not take on any other client or matter that would jeopardize the CONSULTANT'S ability to devote the time, resources and effort necessary to fulfill its obligations to the TOWN hereunder.

SECTION 3. COMPENSATION.

3.1 Payment shall be at a monthly rate of \$12,500.00. All invoices submitted shall clearly reference "Communications Services."

SECTION 4. NOTICE.

4.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONSULTANT and the TOWN designate the following as the respective places for giving such notice:

TOWN:

David Lynch
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023
Email: DLYnch@TPPFL.gov

Jacob G. Horowitz, Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, FL 33305
Telephone No. (954) 771-4500
Email: jhorowitz@gorencherof.com

CONSULTANT:
Public Communicators Group
3330 NE 190th St, Suite 415
Aventura, FL 33180
Telephone No. (305) 331-6300
Email: Evan@PublicCommunicators.com

SECTION 5. MODIFICATION.

5.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 6. INDEPENDENT CONTRACTOR.

6.1 The CONSULTANT is an Independent Contractor under this Agreement. Personnel provided by the CONSULTANT shall be employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the TOWN Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONSULTANT. The CONSULTANT shall be solely responsible for any injuries suffered by the CONSULTANT's employees. It is clear that TOWN will not provide workers' compensation insurance for the CONSULTANT or its employees.

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONSULTANT shall be deemed to be an employee or agent of the TOWN. The CONSULTANT shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the TOWN. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONSULTANT, the opinion of the TOWN shall establish, for all purposes, the nature of the work. The CONSULTANT shall have no power to obligate TOWN.

SECTION 7. INDEMNIFICATION.

For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONSULTANT agrees to indemnify, defend and hold harmless, the TOWN, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorneys' fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of CONSULTANT, agents or other personnel entity acting under CONSULTANT's control in connection with CONSULTANT's performance of services under this Agreement and to that extent CONSULTANT shall pay such claims and losses and shall pay all such costs

and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the TOWN in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by CONSULTANT shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONSULTANT or any agent or employee of CONSULTANT regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

SECTION 8. GOVERNING LAW.

8.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

SECTION 9. RECORDS.

9.1 CONSULTANT agrees that all records, books, documents, papers and financial information ("Records") that result from providing services to the TOWN under this agreement shall be the property of the TOWN. CONSULTANT and the TOWN agree that all videos produced in final form shall be perpetually licensed to the TOWN for its use, but CONSULTANT shall retain ownership of all footage. Upon termination or cancellation of this agreement, any and all such Records shall be delivered to the TOWN within ten (10) days. The CONSULTANT shall maintain records, books, documents, papers and financial information pertaining to work performed under this agreement during the term of this agreement and for a period of three (3) years following termination of this agreement. The TOWN Manager or his/her designee shall have access to and the right to examine and audit any Records involving the CONSULTANT's services related to this agreement. The restrictions and obligations of this section of the Agreement shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind the CONSULTANT, his heirs, successors and assigns.

SECTION 10. ASSIGNMENT AND SUBCONTRACTING.

10.1 This Agreement and the rights of the CONSULTANT and obligations hereunder may not be assigned, delegated or subcontracted by the CONSULTANT without the express prior written consent of the TOWN. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the TOWN may immediately terminate the Agreement. The TOWN may assign its rights, together with its obligations hereunder.

SECTION 11. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW.

11.1 Pursuant to Section 119.0701 of the Florida Statutes, the CONSULTANT agrees to:

- A. Keep and maintain public records in CONSULTANT's possession or control in connection with CONSULTANT's performance under this Agreement. CONSULTANT shall 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 Agreement, and following completion of the Agreement until the records are transferred to the TOWN.
- B. Upon request from the town's custodian of public records, CONSULTANT shall provide the TOWN with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN. Notwithstanding, it is understood that at all times CONSULTANT's workpapers shall remain the sole property of CONSULTANT and are not subject to the terms of this Agreement.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of CONSULTANT shall be delivered by CONSULTANT to the TOWN Manager, at no cost to the TOWN within ten (10) days. All such records stored electronically by CONSULTANT shall be delivered to the TOWN in a format that is compatible with the town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, CONSULTANT shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree, and it is understood, that CONSULTANT will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- E. Any compensation due to CONSULTANT shall be withheld until all records are received as provided herein.
- F. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the TOWN.

CONSULTANT SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONSULTANT. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS: CITYCLERK@TPPFL.GOV, AND MAILING ADDRESS: TOWN CLERK, 3150 SW 52ND AVE, PEMBROKE PARK, FL 33023.

SECTION 12. CONFLICT OF INTEREST.

12.1 The CONSULTANT represents that it has provided a list of all current clients subject to the jurisdiction of the TOWN. Any potential or actual conflict between private interests and responsibilities

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VENDOR _____
CAO _____

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under this Agreement shall be immediately disclosed to the TOWN. The CONSULTANT agrees that it will not enter into any agreements during the term of this Agreement to provide representation before the TOWN for any person or corporation who applies for a permit or other development approval from the TOWN. Upon request of the CONSULTANT, and full disclosure of the nature and extent of the proposed representation, the TOWN Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

12.2 CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that would conflict in any manner or degree with the performance of its services hereunder.

SECTION 13. SOVEREIGN IMMUNITY.

13.1 The TOWN is a political subdivision of the State of Florida and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the town's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 14. LEFT BLANK INTENTIONALLY

SECTION 15. INSURANCE.

15.1 CONSULTANT shall carry professional liability insurance or other form of insurance acceptable to the TOWN, which shall provide coverage of not less than One Million Dollars (\$1,000,000.00).

CONSULTANT shall maintain and carry in full force during the Term the insurance required herein. Upon town's request, the CONSULTANT shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the CONSULTANT as required by Florida Statute Chapter 440. Should the CONSULTANT be exempt from this Statute, the CONSULTANT and each employee shall hold the TOWN harmless from any injury incurred during performance of the Agreement. The exempt CONSULTANT shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage. TOWN of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of Town of Pembroke Park, 3150 SW 52nd Avenue, Pembroke Park, Florida 33023, as the certificate holder, must appear on the certificate of insurance.
The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the CONSULTANT. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida.

SECTION 16. NON-EXCLUSIVITY.

16.1 This Agreement is non-exclusive. The TOWN retains the right to engage the services of additional third-party consultants or assign responsibilities to an employee of the TOWN to perform the same or similar services provided by CONSULTANT under this Agreement and to assign work to such parties in its sole discretion.

SECTION 17. ANTI-DISCRIMINATION.

17.1 The CONSULTANT certifies that it does not and will not discriminate against any of its employees or applicants for employment based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. The CONSULTANT further agrees that neither the CONSULTANT, nor any parent company, subsidiaries or affiliates of the CONSULTANT are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

SECTION 18. SCRUTINIZED COMPANIES.

18.1 The CONSULTANT certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONSULTANT or its subcontractors are found to have submitted a false certification; or if the CONSULTANT, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

18.2 If this Agreement is for more than one million dollars, the CONSULTANT certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONSULTANT, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

18.3 The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 19. NO CONTINGENCY FEES.

19.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

SECTION 20. ANNUAL APPROPRIATION.

20.1 The town's performance and obligation to pay under this Agreement is contingent annual appropriation by the TOWN Commission.

SECTION 21. E-VERIFY

21.1 Pursuant to Section 448.095(2), Florida Statutes, the CONSULTANT must:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the TOWN upon request;
- D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- F. Be aware that if the TOWN terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONSULTANT may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the TOWN as a result of the termination of the Agreement.

SECTION 22. COUNTERPARTS.

22.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

SECTION 23. SEVERABILITY.

23.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

SECTION 24. WAIVER OF JURY TRIAL.

24.1 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to a trial by jury.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day last signed below.

Public Communicators Group LLC

Town of Pembroke Park

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

By:

David Lynch, Town Manager

Date: _____

Attest:

Cynthia Lima-Garcia, Town Clerk

Approved as to form and legal sufficiency:

Jacob Horowitz, Town Attorney

EXHIBIT A



Public Communicators Group
(305) 331-6300
3330 NE 190th St, Suite 415
Aventura, FL 33180

Prepared For
David Lynch
Town of Pembroke Park

Proposal Date
01/13/2025

Proposal Number
173-002

Overview

PCG has served the needs of Pembroke Park since 2023, helping to manage numerous crisis situations, manage relationships with media, and promote positive things happening in the town. We have also provided photography and videography services for multiple city events, creating a visual record of fun times in the Town of Pembroke Park.

This proposal presents an annual scope of work. Payments would be monthly at \$12,500 (\$150,000 per year).

Scope of Work

- Serve as the agency of record for the Town of Pembroke Park
- Crisis management & communications (FEMA reimbursable work is billed separately at \$250 per hour)
- Public & Media Relations
- Police Public & Media Relations
- Speechwriting for city officials
- Interview preparation for city official
- Social Media Management
- Monthly Digital Newsletter Creation & Distribution (cost of email distribution system not included)
- Annual print newsletter design & layout
- Graphic Design for all Town events and holidays (for social media)
- Up to 18 social media (90 seconds or less) videos per year
- Drone videography (with a licensed drone pilot)
- Photography for up to 6 events per year
- Headshots for all city officials (all taken in one day)
- Advertising Placement (15% Agency Fee)

Terms

This contract would be a three year agreement with two one year options which are automatically accepted unless declined at least 60 days before the renewal date.

This contract can be terminated by either party without cause by providing written notice to the other party at least 60 days in advance of the effective termination date.

Pricing

Description	Rate	Qty	Line Total
Public Relations & Communications Services	\$12,500.00	12	\$150,000.00
Subtotal			150,000.00
Tax			0.00
Proposal Total (USD)			\$150,000.00

Terms

Payment is due within 15 days of invoice. Payment can be made by check, wire, or ACH transfer.

David Lynch, Town of Pembroke Park

RESOLUTION NO. 2025-009

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND PUBLIC COMMUNICATORS GROUP, LLC, ATTACHED HERETO AS EXHIBIT “A,” FOR COMMUNICATIONS AND PUBLIC RELATIONS SERVICES; AUTHORIZING THE TOWN MANAGER TO MAKE CERTAIN NON-SUBSTANTIAL CHANGES TO THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 17, 2023, the Town of Pembroke Park and Public Communicators Group, LLC (“PCG”), entered into an agreement for general communication strategy and content creation services; and

WHEREAS, the Town has been satisfied with the services provided by PCG and now seeks to reframe its relationship with PCG in an effort to address some of the communications challenges faced by the Town in recent years; and

WHEREAS, the Town’s Procurement Code contemplates the procurement of “professional services,” which are defined as “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;” and

WHEREAS, Sec. 2-125(17) of the Town’s Code of Ordinances further authorizes the Town to waive procurement requirements pursuant to a resolution of the Town Commission; and

WHEREAS, the new Town Manager has prioritized bolstering the image of the Town and ensuring that the Town is able to move past some recent public relations challenges; and

WHEREAS, PCG has proven to be a capable partner in helping the Town rebrand and rehabilitate its struggling image; and

WHEREAS, the Town Manager has recommended the expanded engagement of PCG to further the Town's efforts of enhancing its communications and promoting a positive public image; and

WHEREAS, the Town Commission seeks to continue its engagement of PCG pursuant to the terms and conditions set forth in the agreement attached hereto as Exhibit "A;" and

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida, finds that continuing with and expanding its engagement of PCG to assist with the Town's communications and public relations efforts is in the best interests of the citizens and residents of the Town.

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

Section 1. The aforementioned "Whereas" clause is hereby ratified and confirmed as being true and correct and is incorporated herein.

Section 2. The Town Commission of the Town of Pembroke Park, Florida, hereby waives the procurement procedures pursuant to Section 2-125(d)(17) of the Town's Code of Ordinances; and approves and authorizes the execution of the agreement between the Town and Public Communicators Group, LLC, attached hereto as Exhibit "A" and incorporated herein. The Town Manager is hereby authorized to execute the agreement on behalf of the Town.

Section 3. The Town Manager is further authorized to conform and make additional, non-material changes to the Agreement with PCG which are consistent with the Town's ordinances, resolutions and policies, as needed, and approved as to form and legality by the Town Attorney without further approval of the Town Commission.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 13th day of March, 2025.

MAYOR ASHIRA MOHAMMED

ATTEST:

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney



Agenda Item Report

Subject:	Speed Camera Program in School Zones - Town Manager Lynch ORDINANCE NO: 2025-002 AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATED TO POWERS OF LOCAL AUTHORITIES; AMENDING CHAPTER 22 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "STREETS, SIDEWALKS, AND OTHER PUBLIC PLACE;" BY SPECIFICALLY AMENDING ARTICLE II, ENTITLED "STREETS, SIDEWALKS, AND ROADWAYS," DIVISION 5, ENTITLED, "ROADWAYS;" CREATING SECTION 22-100, TO BE ENTITLED "SPEED DETECTION SYSTEMS; SCHOOL ZONES;" PROVIDING FOR SPEED DETECTION SYSTEM PLACEMENT AND INSTALLATION; PROVIDING FOR SCHOOL CROSSING GUARD RECRUITMENT AND RETENTION PROGRAM; PROVIDING FOR SPEED DETECTION SYSTEMS IN SCHOOL ZONES; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - March 13, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	Consideration of an ordinance to implement a speed camera program within the Town's school zones, in accordance with State law. This program will be limited to school zones and will not be utilized elsewhere in the Town. The ordinance is being presented for its first reading.
Staff Recommendations:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[2025-002](#)

PROPOSED ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATED TO POWERS OF LOCAL AUTHORITIES; AMENDING CHAPTER 22 OF THE TOWN’S CODE OF ORDINANCES, ENTITLED “STREETS, SIDEWALKS, AND OTHER PUBLIC PLACE;” BY SPECIFICALLY AMENDING ARTICLE II, ENTITLED “STREETS, SIDEWALKS, AND ROADWAYS,” DIVISION 5, ENTITLED, “ROADWAYS;” CREATING SECTION 22-100, TO BE ENTITLED “SPEED DETECTION SYSTEMS; SCHOOL ZONES;” PROVIDING FOR SPEED DETECTION SYSTEM PLACEMENT AND INSTALLATION; PROVIDING FOR SCHOOL CROSSING GUARD RECRUITMENT AND RETENTION PROGRAM; PROVIDING FOR SPEED DETECTION SYSTEMS IN SCHOOL ZONES; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sec. 316.008(9)(A), F.S., permits a city or municipality to enforce the applicable speed limit on a roadway properly maintained as a school zone pursuant to Florida Statutes section 316.1895 during specified times through the use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of ten (10) miles per hour over the speed limit in force at the time of the violation; and

WHEREAS, Florida Statutes section 316.008(9)(B) permits a county or municipality to install, or contract with a vendor to place or install, a speed detection system within a roadway maintained as a school zone as provided in Florida Statutes section 316.1895 to enforce unlawful speed violations, as specified in Florida Statutes sections 316.1895(10) or 316.183 on that roadway; and

WHEREAS, Florida Statutes section 316.008(9)(C) requires a county or municipality to enact an ordinance to authorize the placement or installation of a speed enforcement system on a roadway maintained as a school zone after a public hearing on such proposed ordinance in which

the county or municipality considers traffic data or other evidence supporting the installation and operation of each proposed school zone speed detection system, and the county or municipality determines that the school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures;

WHEREAS, the Town Commission of the Town of Pembroke Park (the “Town”) has held a public hearing in which it considered traffic data and other evidence and has found that school zones within the municipality constitute heightened safety risks that warrant additional enforcement measures;

WHEREAS, the Town, having never before conducted a school zone speed detection program, has made a public announcement, conducted a public awareness campaign of the proposed use of speed detection systems at least thirty (30) days before commencing enforcement under the speed detection system, and has notified the public of the specific date on which the program will commence; and

WHEREAS, the Town Commission finds that the regulations proposed in this Ordinance promote and enhance the health, safety, and welfare of its citizens.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing “whereas” clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Ordinance. **Section 2.** Article II, entitled “Streets, Sidewalks and Roadways,” of Chapter 22 of the Town’s Code of Ordinances, entitled “Streets, Sidewalks and Other Public Places,” is hereby amended by the creation of Sec. 22-100, to be entitled “Speed Detection System; School Zones,” as follows:

Sec. 22-100 Speed Detection System, School Zones

(A) Definitions. The following words and phrases, when used in this Ordinance, shall have the meanings inscribed to them in Sec. 316.003, F.S., Sec. 316.1906, F.S., and Sec. 316.1895, F.S.:

- (1) Local Hearing Officer means the person designated by the Town that elects to authorize traffic infraction enforcement officers to issue traffic citations under Sec. 316.0083(1)(A), F.S., and Sec. 316.1896(1), F.S. who is authorized to conduct hearings related to a notice of violation issued pursuant to Sec. 316.0083, F.S. or Sec. 316.1896, F.S. The Town may use its currently appointed special magistrate to serve as the local hearing officer.
- (2) School Speed Zone means a school speed zone established pursuant to and in conformance with Sec. 316.1895, F.S.
- (3) Speed Detection System means a portable or fixed automated system used to detect a motor vehicle's speed using radar or lidar and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation.
- (4) Traffic Infraction Enforcement Officer means a person who is employed or appointed, with or without compensation, and satisfies the requirements of Sec. 316.640(5), F.S., and is vested with authority to enforce violations of Sec. 316.1895, F.S., and Sec. 316.183, F.S. pursuant to Sec. 316.1896, F.S.

(B) Powers of Local Authorities.

- (1) Pursuant to Sec. 316.008(9), F.S. the Town is authorized to enforce the applicable speed limit on a roadway properly maintained as a school zone, through the use of a speed detection system for the detection of speed and capturing of photographs or videos for speeding violations in excess of ten (10) miles per hour over the speed limit in force at the time of the violation during the following times:
 - (a) Within thirty (30) minutes before through thirty (30) minutes after the start of a regularly scheduled breakfast program;
 - (b) Within thirty (30) minutes before through thirty (30) minutes after the start of a regularly scheduled school session.
 - (c) During the entirety of a regularly scheduled school session; and
 - (d) Within thirty (30) minutes before through thirty (30) minutes after the end of a regularly scheduled school session.
- (2) A school zone's compliance with Section 316.1895, F.S. relating to the establishment of school speed zones, creates a rebuttable presumption that the school zone is properly maintained.

(C) Speed Detection System Placement and Installation; Annual Report

- (1) The Town is authorized to install a speed detection system authorized by Sec. 316.008(9), F.S. in a school zone on a state road when permitted by the State Department of Transportation and in accordance with placement and installation specifications developed by the Department of Transportation. The Town may place or install a speed detection system in a school zone on a street or highway under the jurisdiction of a county or a municipality in accordance with placement and installation specifications established by the Department of Transportation. The Department of Transportation must establish such placement and installation specifications by December 31, 2023.
- (2) In all locations where the Town places or installs a speed detection system, as authorized by Sec. 316.008(9), F.S., the Town shall notify the public that a speed detection system may be in use by posting signage indicating photographic or video enforcement of the school zone speed limits. Such signage shall clearly designate the time period during which the school zone speed limits are enforced using a speed detection system and must meet the placement and installation specifications established by the Department of Transportation. For a speed detection system enforcing violations of Sec. 316.1895, F.S. or Sec. 316.183, F.S., on a roadway maintained as a school zone, this paragraph governs the signage notifying the public of the use of a speed detection system.
- (3) As the Town has never before conducted a school speed zone program, the Town shall make a public announcement and conduct a public awareness campaign of the proposed use of speed detection systems at least thirty (30) days before commencing enforcement under the speed detection system program and shall notify the public of the specific date on which the program will commence. During the thirty-day public awareness campaign, only a warning may be issued to the registered owner of a motor vehicle for a violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S., enforced by a speed detection system, and liability may not be imposed for the civil penalty under Sec. 318.18(3)(d), F.S.
- (4) So long as the Town operates one or more school zone speed detection systems, the Town shall annually report the results of all systems within its jurisdiction to the Florida Department of Highway Safety and Motor Vehicles by placing the report required under Sec. 316.1896(16)(a), F.S., as a single reporting item on the agenda of a regular or special meeting of the Town Commission.
 - (a) Before the Town contracts or renews a contract to place or install a speed detection system in a school zone pursuant to Sec. 316.008(9), F.S. the Town shall approve the contract or contract renewal at a regular or special meeting of the Town Commission. Interested members of the public shall be allowed to comment regarding the report, contract, or contract renewal under the Town's public comment policies or formats. The report,

contract, or contract renewal may not be considered as part of a consent agenda.

- (b) The report required under this paragraph shall include a written summary, which shall be read aloud at the regular or special meeting, and the summary shall contain, for the same time period pertaining to the annual report to the department under Sec. 316.1896(16)(a), F.S., the number of notices of violation issued, the number that were contested, the number that were upheld, the number that were dismissed, the number that were issued as uniform traffic citations, and the number that were paid and how collected funds were distributed and in what amounts. The Town must report to the Florida Department of Highway Safety and Motor Vehicles that the Town's annual report was considered in accordance with this paragraph, including the date of the regular or special meeting at which the annual report was considered.
- (c) The compliance or sufficiency of compliance with this paragraph may not be raised in a proceeding challenging a violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S., enforced by a speed detection system in a school zone.

(D) School Crossing Guard Recruitment and Retention Program

The Town's Police Department must use funds generated from the school zone speed detection system program pursuant to Sec. 316.1896(5)(e), F.S., to administer the School Crossing Guard Recruitment and Retention Program. Such program may provide recruitment and retention stipends to crossing guards at k-12 public schools, including charter schools, or stipends to third parties for the recruitment of new crossing guards. The school crossing guard recruitment and retention program must be designed and managed at the discretion of the police department.

(E) Roadways Maintained as School Zones; Speed Detection System Enforcement; Penalties; Appeal, Procedure; Privacy; Reports

- (1) For purposes of administering this Section, the Town may authorize a traffic infraction enforcement officer under Sec. 316.640, F.S., to issue uniform traffic citations for violations of Sec. 316.1895, F.S., and Sec. 316.183, F.S., as authorized by Sec. 316.008(9), F.S. as follows:
 - (a) For a violation of Sec. 316.1895, F.S., in excess of ten (10) miles per hour over the school zone speed limit which occurs within thirty (30) minutes before through thirty (30) minutes after the start of a regularly scheduled breakfast program.
 - (b) For a violation of Sec. 316.1895, F.S. in excess of ten (10) miles per hour over the school zone speed limit which occurs within thirty (30) minutes before through thirty (30) minutes after the start of a regularly scheduled school session.

- (c) For a violation of Sec. 316.183, F.S., in excess of ten (10) miles per hour over the posted speed limit during the entirety of a regularly scheduled school session.
- (d) For a violation of Sec. 316.1895, F.S., in excess of ten (10) miles per hour over the school zone speed limit which occurs within thirty (30) minutes before through thirty (30) minutes after the end of a regularly scheduled school session.
- (2) Violations must be evidenced by a speed detection system described in Sec.316.008(9), F.S., and Sec. 316.0776(3), F.S. This subsection does not prohibit a review of information from a speed detection system by an authorized employee or agent of the Town before issuance of the uniform traffic citation by the traffic infraction enforcement officer. This subsection does not prohibit the Town from issuing notices as provided in subsection (3) below to the registered owner of the motor vehicle for a violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S.
- (3) Within thirty (30) days after a violation, notice must be sent to the registered owner of the motor vehicle involved in the violation specifying the remedies available under Sec. 318.14, F.S., and that the violator must pay the penalty under Sec. 318.18(3)(d), F.S., to the Town, or furnish an affidavit in accordance with subsection (I) below, within thirty (30) days after the date of the notice of violation in order to avoid court fees, costs, and the issuance of a uniform traffic citation. The notice of violation must:
 - (a) Be sent by first-class mail;
 - (b) Include a photograph or other recorded image showing the license plate of the motor vehicle; the date, time, and location of the violation; the maximum speed at which the motor vehicle was traveling within the school zone; and the speed limit within the school zone at the time of the violation;
 - (c) Include a notice that the owner has the right to review, in person or remotely, the photograph or video captured by the speed detection system and the evidence of the speed of the motor vehicle detected by the speed detection system which constitute a rebuttable presumption that the motor vehicle was used in violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S.; and
 - (d) State the time when, and the place or website at which, the photograph or video captured and evidence of speed detected may be examined and observed.
 - (4) Notwithstanding any other law, a person who receives a notice of violation under this Section may request a hearing within thirty (30) days after the notice of violation or may pay the penalty pursuant to the notice of

violation, but a payment or fee may not be required before the hearing requested by the person. The notice of violation must be accompanied by, or direct the person to a website that provides, information on the person's right to request a hearing and on all costs related thereto and a form used for requesting a hearing. As used in this subsection, the term "person" includes a natural person, the registered owner or co-owner of a motor vehicle, or the person identified in an affidavit as having actual care, custody, or control of the motor vehicle at the time of the violation.

- (5) If the registered owner or co-owner of the motor vehicle; the person identified as having care, custody, or control of the motor vehicle at the time of the violation; or an authorized representative of the owner, co-owner, or identified person initiates a proceeding to challenge the violation, such person waives any challenge or dispute as to the delivery of the notice of violation.
- (6) Penalties assessed and collected by the Town, less the amount retained by the Town pursuant to subsections (b) and (e) below, and the amount remitted to the county school district pursuant to subsection (d), shall be paid to the State Department of Revenue weekly. Such payment shall be made by means of electronic funds transfer. In addition to the payment, a detailed summary of the penalties remitted shall be reported to the Department of Revenue. Penalties to be assessed and collected by the county or municipality as established in Sec. 318.18(3)(d), F.S. shall be remitted as follows:
 - (a) Twenty dollars (\$20.00) shall be remitted to the Department of Revenue for deposit into the General Revenue Fund;
 - (b) Sixty dollars (\$60.00) shall be retained by the Town and shall be used to administer speed detection systems in school zones and other public safety initiatives;
 - (c) Three dollars (\$3.00) shall be remitted to the Department of Revenue for deposit into the Department of Law Enforcement Criminal Justice Standards and Training Trust Fund;
 - (d) Twelve dollars (\$12.00) shall be remitted to the county school district in which the violation occurred and must be used for school security initiatives, for student transportation, or to improve the safety of student walking conditions. These funds shall be shared with charter schools in the district based on each charter school's proportionate share of the district's total unweighted full-time equivalent student enrollment and must be used for school security initiatives or to improve the safety of student walking conditions; and

- (e) Five dollars (\$5.00) shall be retained by the Town for the school crossing guard recruitment and retention program pursuant to Sec. 316.1894, F.S.
- (7) A uniform traffic citation shall be issued by mailing the uniform traffic citation by certified mail to the address of the registered owner of the motor vehicle involved in the violation if payment has not been made within thirty (30) days after notification pursuant to subsection (3) above, if the registered owner has not requested a hearing as authorized under subsection (4), and if the registered owner has not submitted an affidavit in accordance this Subsection (9).
 - (a) Delivery of the uniform traffic citation constitutes notification of a violation under this subsection. If the registered owner or co-owner of the motor vehicle; the person identified as having care, custody, or control of the motor vehicle at the time of the violation; or a duly authorized representative of the owner, co-owner, or identified person initiates a proceeding to challenge the citation pursuant to this section, such person waives any challenge or dispute as to the delivery of the uniform traffic citation.
 - (b) In the case of joint ownership of a motor vehicle, the uniform traffic citation shall be mailed to the first name appearing on the motor vehicle registration, unless the first name appearing on the registration is a business organization, in which case the second name appearing on the registration may be used.
 - (c) The uniform traffic citation mailed to the registered owner of the motor vehicle involved in the infraction shall be accompanied by the information described in subsections (3)(b), (3)(c), and (3)(d).
- (8) The registered owner of the motor vehicle involved in the violation is responsible and liable for paying the uniform traffic citation issued for a violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S., unless the owner can establish that:
 - (a) The motor vehicle was, at the time of the violation, in the care, custody, or control of another person;
 - (b) A uniform traffic citation was issued by law enforcement to the driver of the motor vehicle for the alleged violation of Florida Statutes sections 316.1895 or 316.183; or
 - (c) The motor vehicle's owner was deceased on or before the date of the alleged violation, as established by an affidavit submitted by the representative of the motor vehicle owner's estate or other identified person or family member.

- (9) To establish such facts under subsection (8), the registered owner of the motor vehicle must, within thirty (30) days after the date of issuance of the notice of violation or the uniform traffic citation, furnish to the appropriate governmental entity an affidavit setting forth the following information supporting an exception under subsection (8):
- (a) An affidavit supporting the exception under subsection (8)(a) must include the name, address, date of birth, and, if known, the driver license number of the person who leased, rented, or otherwise had care, custody, or control of the motor vehicle at the time of the alleged violation. If the motor vehicle was stolen at the time of the alleged violation, the affidavit must include the police report indicating that the motor vehicle was stolen.
 - (b) If a uniform traffic citation for a violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S., was issued at the location of the violation by a law enforcement officer, the affidavit must include the serial number of the uniform traffic citation.
 - (c) If the motor vehicle's owner to whom a notice of violation or a uniform traffic citation has been issued is deceased, the affidavit must include a certified copy of the owner's death certificate showing that the date of death occurred on or before the date of the alleged violation and one of the following:
 - (i) A bill of sale or other document showing that the deceased owner's motor vehicle was sold or transferred after his or her death but on or before the date of the alleged violation;
 - (ii) Documented proof that the registered license plate belonging to the deceased owner's motor vehicle was returned to the department or any branch office or authorized agent of the department after his or her death but on or before the date of the alleged violation; or
 - (iii) A copy of the police report showing that the deceased owner's registered license plate or motor vehicle was stolen after his or her death but on or before the date of the alleged violation.
 - (d) Upon receipt of the required affidavit and documentation specified above related to the issuance of a uniform traffic citation or a deceased owner, or thirty (30) days after the date of issuance of a notice of violation sent to a person identified as having care, custody, or control of the motor vehicle at the time of the violation pursuant to subsection (9)(a) above, the Town shall dismiss the notice or citation and provide proof of such dismissal to the person who submitted the affidavit. If, within thirty (30) days after the date a notice of violation was sent to a

person, the Town receives an affidavit from the person sent a notice of violation affirming that the person did not have care, custody, or control of the motor vehicle at the time of the violation, the Town shall notify the registered owner that the notice or citation will not be dismissed due to failure to establish that another person had care, custody, or control of the motor vehicle at the time of the violation.

- (10) Upon receipt of an affidavit identifying another person as having care, custody, or control of the vehicle, the person identified may be issued a notice of violation for a violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S. The affidavit is admissible in a proceeding for the purpose of providing proof that the person identified in the affidavit was in actual care, custody, or control of the motor vehicle. The owner of a leased motor vehicle for which a uniform traffic citation is issued for a violation of Sec. 316.1895, F.S., is not responsible for paying the uniform traffic citation and is not required to submit an affidavit if the motor vehicle involved in the violation is registered in the name of the lessee of such motor vehicle.
- (11) If the Town receives an affidavit identifying another person as having care, custody, or control of the vehicle, the required notice of violation shall be sent to the person identified in the affidavit within thirty (30) days after receipt of the affidavit. The person identified in the affidavit and who received a notice of violation may also affirm that he or she did not have care, custody, or control of the motor vehicle at the time of the violation by furnishing to the appropriate governmental entity within thirty (30) days after the date of the notice of violation an affidavit stating such.
- (12) The photograph or video captured by a speed detection system and the evidence of the speed of the motor vehicle detected by a speed detection system which are attached to or referenced in the uniform traffic citation are evidence of a violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S., and are admissible in any proceeding to enforce the violation. The photograph or video and the evidence of speed detected raise a rebuttable presumption that the motor vehicle named in the report or shown in the photograph or video was used in violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S.
- (13) This ordinance supplements the enforcement of Sec. 316.1895, F.S., and Sec. 316.183, F.S., by a law enforcement officer and does not prohibit a law enforcement officer from issuing a uniform traffic citation for a violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S.
- (14) A hearing related to the violation shall be conducted under the procedures established in Sec. 316.0083(5), F.S., as follows:

- (a) The Town Clerk, or his/her designee, shall serve as the clerk to the local hearing officer.
- (b) A person who elects to request a hearing (i.e., the petitioner) shall be scheduled for a hearing by the clerk to the local hearing officer. The clerk shall furnish the petitioner with notice sent by first-class mail. Upon receipt of the notice, the petitioner may reschedule the hearing up to two times by submitting a written request to reschedule to the clerk at least five (5) calendar days before the day of the scheduled hearing. The petitioner may cancel his or her appearance before the local hearing officer by paying the assessed penalty plus the administrative costs of fifty dollars and twenty-six cents (\$50.26) before the start of the hearing.
- (c) At the conclusion of the hearing, the local hearing officer shall determine whether a violation occurred and shall uphold or dismiss the violation. The local hearing officer shall issue a final administrative order including the determination and, if the notice of violation is upheld, shall require the petitioner to pay the one-hundred dollars (\$100.00) penalty previously assessed, and may also require the petitioner to pay county or municipal costs not to exceed two-hundred and fifty dollars and twenty-seven cents (\$250.27). The final administrative order must be mailed to the petitioner by first-class mail.
- (d) An aggrieved party may appeal a final administrative order consistent with the process provided in Florida Statutes section 162.11 relating to appeals of an order of the code enforcement board.
- (15) A speed detection system in a school zone may not be used for remote surveillance.
 - (a) The collection of evidence by a speed detection system to enforce violations of Sec. 316.1895, F.S., and Sec. 316.183, F.S., or user-controlled pan or tilt adjustments of speed detection system components, do not constitute remote surveillance. Recorded video or photographs collected may only be used to document violations of Sec. 316.1895, F.S., and Sec. 316.183, F.S., and for purposes of determining civil or criminal liability for incidents captured by the speed detection system incidental to the permissible use of the speed detection system.
 - (b) Any recorded video or photograph obtained through the use of a speed detection system shall be destroyed within ninety (90) days after the final disposition of the recorded event. The vendor of the speed detection system shall provide the Town with written notice by December 31 of each year that such records have been destroyed. Registered motor vehicle owner information obtained as a result of the

operation of a speed detection system in a school zone is not the property of the manufacturer or vendor of the speed detection system and may be used only for the purposes specified.

(16) Notice to Florida Department of Highway Safety and Motor Vehicles

(a) The Town shall annually to the Florida Department of Highway Safety and Motor Vehicles, on October 1 of each year which identifies the public safety objectives used to identify a school zone for enforcement; reports compliance with Florida Statutes section 316.0776(3)(c); and details the results of the speed detection system in the school zone and the procedures for enforcement. [CITY/TOWN/ETC.] shall submit the information described herein in a form and manner determined by the Florida Department of Highway Safety and Motor Vehicles. The report must include at least the following:

(i) Information related to the location of each speed detection system, including the geocoordinates of the school zone; the directional approach of the speed detection system; the school name; the school level; the times the speed detection system was active; the restricted school zone speed limit enforced pursuant to Sec. 316.1895(5), F.S.; the posted speed limit enforced at times other than those authorized by Sec. 316.1895(5), F.S.; the date the systems were activated to enforce violations of Sec. 316.1895, F.S., and Sec. 316.183, F.S.; and, if applicable, the date the systems were deactivated.

(ii) The number of notices of violation issued, the number that were contested, the number that were upheld, the number that were dismissed, the number that were issued as uniform traffic infractions, and the number that were paid.

(iii) Any other statistical data and information related to the procedures for enforcement which is required by the Florida Department of Highway Safety and Motor Vehicles to complete the report required below.

(b) The Town shall maintain its respective data for reporting purposes for at least two (2) years after such data is reported to the Florida Department of Highway Safety and Motor Vehicles.

(F) Speed Detection Systems. Pursuant to Sec. 316.1906(3), F.S., speed detection systems are exempt from the Florida Department of Highway Safety and Motor Vehicles' requirements for radar and LiDAR units. A speed detection system must have the ability to perform self-tests as to its detection accuracy. The system must perform a self-test at

least once every thirty (30) days. The law enforcement agency, or an agent acting on behalf of the law enforcement agency, operating a speed detection system must maintain a log of the results of the system's self-tests. The law enforcement agency, or an agent acting on behalf of the law enforcement agency, operating a speed detection system must also perform an independent calibration test on the speed detection system at least once every twelve (12) months. The self-test logs, as well as the results of the annual calibration test, are admissible in any court proceeding for a uniform traffic citation issued for a violation of Sec. 316.1895, F.S., or Sec. 316.183, F.S., enforced pursuant to Sec. 316.1896, F.S. Evidence of the speed of a motor vehicle detected by a compliant speed detection system and the determination by a traffic enforcement officer that a motor vehicle is operating in excess of the applicable speed limit is admissible in any proceeding with respect to an alleged violation of law regulating the speed of motor vehicles in school zones.

(G) Penalties.

- (1) A person cited for a violation of Sec. 316.1895(10), F.S., or Sec. 316.183, F.S., for exceeding the speed limit in force at the time of the violation on a roadway maintained as a school zone, when enforced by a traffic infraction enforcement officer pursuant to Sec. 316.1896, F.S., must pay a fine of one-hundred dollars (\$100.00). Fines collected under this provision shall be distributed as follows:
 - (a) Twenty dollars (\$20.00) shall be remitted to the State Department of Revenue for deposit into the General Revenue Fund;
 - (b) Seventy-seven dollars (\$77.00) is distributed to the Town for any violations occurring in the incorporated boundaries of the Town in which the infraction occurred, to be used as provided in Florida Statutes section 316.1896(5).
 - (c) Three dollars (\$3.00) is remitted to the Department of Revenue for deposit into the Department of Law Enforcement Criminal Justice Standards and Training Trust Fund to be used as provided in Florida Statutes section 943.25, relating to the source and use of funds in criminal justice trust funds.
- (2) If a person who is mailed a notice of violation or a uniform traffic citation for a violation of Sec. 316.1895(10), F.S. or Sec. 316.183, F.S., as enforced by a traffic infraction enforcement officer under Sec. 316.1896, F.S., presents documentation from the appropriate governmental entity that the notice of violation or uniform traffic citation was in error, the clerk of court or clerk of the local hearing officer may dismiss the case. The clerk of court or clerk to the local hearing officer may not charge for this service.

(H) Conforming Changes. Pursuant to Sec. 316.640, F.S., traffic enforcement officers may issue traffic citations to enforce school zone speed limits. Pursuant to Sec. 316.650,

F.S., the traffic infraction enforcement officer shall provide traffic citation data to the court within five (5) business days after the date of issuance of the citation to the violator. Pursuant to Sec. 318.14, F.S., traffic citations issued pursuant to this Ordinance are excepted from the requirement that certain traffic violations be signed.

Section 3. Conflicts. All ordinances or Code provisions in conflict herewith are hereby repealed.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Inclusion in Code. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the Town of Pembroke Park and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 6. Effective Date. This Ordinance shall become effective upon passage and adoption.

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**P1ASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2025.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2025.**

ATTEST:

MAYOR ASHIRA MOHAMMED

Cynthia Garcia-Lima
Town Clerk

Approved as to form and legal sufficiency:

Jacob G. Horowitz
Town Attorney

VOTE

ASHIRA MOHAMMED	_____
GEOFFREY JACOBS	_____
MUSFIKA KASHEM	_____
WILLIAM R. HODGKINS	_____
ERIK MORRISSETTE	_____



Agenda Item Report

Subject:	Chief Building Official Position - Town Manager Lynch Discussion and possible action to approve the Town Manager's recommendation to hire Emmanuel Agbenohevi as Chief Building Official, and to authorize the Town Manager, or the manager's designee, to make an offer of employment to Mr. Agbenohevi consistent with the Town's manual of personnel policies.
Meeting Date:	Regular Commission Meeting - March 13, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	The Commission is requested to consider a motion to appoint a Chief Building Official for the Town. The appointment is necessary to ensure effective oversight of building regulations, permitting, and code compliance in alignment with state and local requirements.
Staff Recommendations:	That the Commission discuss and take appropriate action regarding the appointment of a Chief Building Official.
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[Agbenohevi E. - Resume_Redacted](#)

EMMANUEL AGBENOHEVI



PROFILE

Competent, knowledgeable, reliable, and up to date managing and supervising in both private and public arena with over 20 years span in all construction and planning related fields. Always willing to go the extra mile to get the job done. Possess considerable knowledge of the Florida Building Code and regulations governing building construction, roofing alteration and repairs, and the ability to explain and enforce codes and regulations firmly, tactfully, and impartially. Experience working with all trades, developing partnerships, and building positive rapport with owners, developers, design professionals, contractors, and fellow workers.

Areas of Expertise as:

Building Official	Proficient in AutoCad, Revit, MS Office/ Word, Excel & etc
Certified Flood Plain Manager	SmartGov, Project-Dos, CD-Plus, Energov
Building Plans Examiner	BlueBeam
Building Code Inspector (Structural)	
Commercial & Residential Roofing Plan Examiner/Inspector	
Project design and Construction Management	

PROFESSIONAL EXPERIENCE

CITY OF HALLANDALE BEACH

Assistant Building Official
Interim Building Official

August 2021 - Present
July 2021 - August 29, 2021

BAL HARBOUR VILLAGE

Chief Building Inspector

June 2019 - July 2021

CITY OF HALLANDALE BEACH

Interim Building Official
Assistant Building Official
Interim Building Official
Assistant Building Official
Chief Structural Inspector
Interim Building Official

April 2019 - June 2019
Dec. 2018 - April 2019
Sept. 2018 - Dec. 2018
June 2018 - Sept. 2018
Dec. 2017 - June 2018
July 2017 - Sept. 2017

Responsibilities:

Exercise supervisory oversight over Building and Plan reviewers and other disciplines—Structural, Mechanical, Electrical, and Plumbing. Also, enforces the City's Floodplain Ordinance as a certified Floodplain Administrator.

Conducts Structural Bldg. plans review for conformity to the Florida Building Code, Regulations and Ordinances. Performs commercial & residential roofing and structural inspections.

Goals and Highlights for the future:

Also started re-organizing the plan review and inspection model of the Building Department to integrate not only Private Provider Services into the City but also to administer and set up a very efficient auditing system for same. The monitoring of Private Provider services in the City of Hallandale Beach.

In respect to plan reviews and inspection. Enforcement of all the provisions of the Building Code and other related codes and the daily operations of the Building Department.

Revamping of the Standard Operating Procedure since the last one backdates to over 8 years ago.

Implemented Chief's weekly meetings where ideas are brought forward, principally on how to offer best customer services and formulating in-house training/seminars for employees.

CITY OF HALLANDALE

Structural Plan Examiner/Inspector

March 20th, -2017 -July 2017

Commercial/Residential Roofing inspector & Plans Examiner

CITY OF DORAL,

Building Plan Examiner/Structural Building Inspector

October 28th. 2013 - March 2017

Commercial Roofing inspector

Responsibilities:

Digitized Bldg. plans review for conformity to Florida Building Code.

Performing commercial & residential roofing inspections.

Among the countless plans examined and approved just to mention a few are.

City Place-300,000 sf. mixed-use, entertainment, shopping, upscale dining & living,

Elite Center at Doral, Grand Bay North, Miami Herald Building,

Also performed many Structural and residential roofing inspections.

Proposed upcoming 100-bed Jackson Memorial West Center Hospital in Doral.

As the person in charge of the Educational Committee, helped in contributing to the highest level of staff certification as Floodplain Managers and in other invaluable fields.

TOWN OF MIAMI LAKES, FL

Building Plans Examiner/Structural Building Inspector

Feb.2013-October 2017

Roofing Inspector (Res. /Comm.)

Responsibilities:

Reviewing Building plans and conducting roofing and structural inspections for conformity to

Florida Building Code. Checking all life Safety issues, accessibility, light and ventilation, fire

resistant building construction & etc., Meeting with the public, contractors, and design

professionals.

HEVI CONTRACTING INC., FL

Certified General Contractor /Certified Roofing Contractor

October 1995-2016

I have worked on an array of both commercial and residential projects since being licensed in 1995 in the State of Florida. Projects include public schools in Miami-Dade and Broward Counties, hotels renovation in South Beach, residential and sport facilities. Performed hundreds of Wind Mitigation inspections for Citizens Insurance Outreach programs in Miami-Dade and Broward Counties. Provides oversight, supervision, and coordination of all construction activities. During this period supervised many commercial and residential roofing projects for a period of 8 years.

CITY OF MIAMI GARDENS, FL

Housing Inspector-Re-occupancy Program

Aug. 2009-October 2010

Responsibilities:

Transferred to work under the newly created section to deal with the housing and foreclosure problems. Achieved excellent results applying building, zoning and minimum housing standards to City's new re-occupancy program. Provided innovative feedback to enhance the effectiveness same.

Extensive use is also made of the Florida Building Code, State and municipal Ordinances covering zoning, building, electrical, plumbing and mechanical. Involves working with realtors, investors, and the general public. I was also a supervising officer.

CITY OF MIAMI GARDENS, FL

Building Plans Examiner.

May 2008-Aug. 2009

Responsibilities:

Reviewing Building plans for conformity to Florida Building Code. Checking all life Safety issues, accessibility, light and ventilation, fire resistant building construction & etc., Meeting with the public, contractors, and design professionals. The latest major projects approved were the multi – million-dollar Calder Casino and Students' hostel at Florida Memorial University in City of Miami Gardens, FL.

CITY OF DORAL,

**Building Plan Examiner/Structural Building Inspector
/Roofing Inspector (res.)**

December 2005 – May 2008

Responsibilities:

As the first full time Building plans examiner hired, to perform digitized Bldg. plans review for conformity to Florida Building Code.

I also performed residential roofing inspections.

Among the countless plans examined and approved just to mention a few are

Park Square at Doral-office and retail, Cordoba Residential Condo, the Blue View

Golf Villas (The Blue Hyatt at Doral) and Divine Savior Academy.

Also performed many Structural and residential roofing inspections.

CITY OF HIALEAH, FL

Building Plans Examiner

July 2006-Dec.2006

MIAMI-DADE COUNTY BUILDING DEPT., FL

Building Inspector

March 2004-Dec. 2005

Responsibilities:

Conducted over 8,000 building inspections-structural by the application of the Florida Building Code On projects such as the remodeling of the 163rd Mall, The Wal-Mart Superstore, The Atlantic Bank all in North Miami, new housing projects in Cuttler Bay, and Homestead areas in South Miami and the Redlands.

VILLARCHITECTURE INC. Miami, FL

Partner/Project Architect/Estimator

August 1992-September 1995

Responsibilities:

Architectural design and design development, working drawings, AutoCAD drafting, Planning and scheduling of activities, quantity take-off, activity estimates, labor and Contract administration and Construction Observation. Professional Management of all Ongoing projects.

VILLA & BROWN ARCHITECTS, Miami, FL

CADD and Production Manager

1990-September 1992

Responsibilities:

As a project architect, I was the direct link between the Architect and the general Contractor, I do interpret and clarify any misunderstanding that might emerge during project execution.

UNIVERSITY OF CAMAGUEY

Camaguey, Rep. of Cuba

Teaching assistant

September 1986-February 1988

Responsibilities:

As an assistant to the Professor in Architectural design and presentation I was assigned the responsibility of helping my fellow classmates with difficulties in the subject.

EDUCATION

UNIVERSITY OF MIAMI

Coral Gables, FL

School of Architecture

Mgmt. of Professional Practice-Arch /Graduate

Fall 2016

MIAMI DADE COLLEGE

Miami, FL

English Language towards Board of Architecture

April 2013-Aug. 2013

Licensure Exams

UNIVERSITY OF CAMAGUEY

Camaguey, Rep. of Cuba

Master's in architecture, Building Design

August 1983-July 1988

Major Courses:

Architectonic Projects, Structural Analysis, Reinforced Concrete, Construction Methods, Urban Planning & design, Interior design, Theory of Restoration, Computer Programming & etc.

UNIVERSITY OF HAVANA

Havana, Rep. of Cuba

Certificate in Spanish Language

August 1982-July 1983

Major Courses: Spanish Language, Advance Calculus, Physics & Chemistry.

PROFESSIONAL LICENSES

Certified Building Official	BU1875	State of Florida 2015
Certified Floodplain Manager	US 15-08376	Assoc. of State Floodplain Managers, Inc. 2015
Certified Roofing Contractor	CCC1330110	State of Florida 2012
Certified Home & Property Inspector	HI 4310	State of Florida 2011
Certified Building Plans Examiner	PX 2793	State of Florida 2006
Certified Standard Building Inspector	BN5167	State of Florida 2005
Cert, Underground Utility & Excav. Contr.	CUC 056946	State of Florida 1997
Certified General Contractor	CGC 057899	State of Florida 1995



Agenda Item Report

Subject:	Discussion on Conducting an Internal Charter Study - Commissioner Jacobs
Meeting Date:	Regular Commission Meeting - March 13, 2025
Prepared For:	Town Commission
Staff Contact:	Cynthia Garcia-Lima, Town Clerk
Dept/Group:	Clerk
Recommendation for Counsel to consider:	
Background Information:	Commissioner Jacobs requested to discuss initiating an Internal Charter Study to conduct a comprehensive review of the Town's Charter. This study aims to identify areas that may require updates, clarification, or improvements to enhance governance, ensure compliance with best practices, and align with the best interests of our residents.
Staff Recommendations:	That the Commission provide direction on the scope, process, and next steps for conducting the Internal Charter Study.
Financial Implications:	There is no financial impact.
Alternatives:	



Agenda Item Report

Subject:	Discussion and possible action regarding attendance to the Broward County League of Cities 68th Annual Gala. Enclosed in information on sponsorship packages.
Meeting Date:	Regular Commission Meeting - March 13, 2025
Prepared For:	Town Commission
Staff Contact:	Cynthia Garcia-Lima, Town Clerk
Dept/Group:	Clerk
Recommendation for Counsel to consider:	
Background Information:	This year the Broward Dade County League of Cities will host its 68th Annual installation Gala at Margaritaville in Hollywood. The Premier Sponsorship Package in the amount of \$5,000 includes a table seating for 10, a half page recognition in the event program, and award recognition on the website the night of the event.
Staff Recommendations:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[BLC 68th Annual Gala Sponsorship Packages](#)



BROWARD LEAGUE OF CITIES

68th Annual Gala

Margaritaville Beach Resort | June 7, 2025

MUNICIPAL FRIEND LEVELS & BENEFITS

PARAMOUNT SPONSOR | \$10,000

- Premium Reserved Table for 10
- Complimentary Valet Parking
- Full Page Ad in Gala e-Program
- Prominent Screen Recognition at Gala & on League Website
- Signage Recognition at Gala
- Verbal Recognition at Gala
- Pre & Post Social Media Recognition
- Pre & Post Gala Press Release Recognition

PREMIER SPONSOR | \$5,000

- Premium Reserved Table for 10
- Complimentary Valet Parking
- Half Page Ad in Gala e-Program
- Prominent Screen Recognition at Gala & on League Website
- Pre & Post Social Media Recognition
- Signage Recognition at Gala
- Verbal Recognition at Gala
- Pre & Post Gala Press Release Recognition

MINIMUM SPONSOR | \$3,500

- 6 Dinner Tickets
- Complimentary Valet Parking
- City Listing in Gala e-Program
- Signage Recognition at Gala
- Pre & Post Social Media Recognition



BROWARD LEAGUE OF CITIES

68th Annual Gala

Margaritaville Beach Resort | June 7, 2025

MUNICIPAL FRIEND LEVELS & BENEFITS

Please complete and return to:
Broward League of Cities
115 South Andrews Avenue, Suite 122
Fort Lauderdale, Florida 33301

For additional information, please call 954.357.7370 or email
mltighe@browardleague.org.

All cancellations must be received by May 23, 2025

**WE ARE PLEASED TO SUPPORT THE BROWARD LEAGUE
OF CITIES 68TH ANNUAL GALA AT THE FOLLOWING LEVEL:**

- ☐ **PARAMOUNT.....\$10,000**
- ☐ **PREMIER\$5,000**
- ☐ **MINIMUM.....\$3,500**

City: _____

Contact: _____

Phone: _____ Email: _____

Ad Deadline is May 16, 2025 at 12:00 Noon
Full Page Ad Size is 11"H x 8.5"W
Half Page Ad Size is 5.5"H x 8.5"W
Logo Preference: High Resolution PNG



Agenda Item Report

Subject:	Discussion and Possible Action on the Appointment of a Voting Delegate for the Broward League of Cities Board of Directors.
Meeting Date:	Regular Commission Meeting - March 13, 2025
Prepared For:	Town Commission
Staff Contact:	Cynthia Garcia-Lima, Town Clerk
Dept/Group:	Clerk
Recommendation for Counsel to consider:	
Background Information:	The Commission is requested to consider and approve the designation of a Director, Alternate, or Second-Alternate to serve as the voting delegate for the Broward League of Cities Board of Directors' meetings. The appointed representative(s) will be responsible for representing the Town's interests and voting on matters before the Board. Enclosed is the correspondence from the Broward League of Cities detailing the request and the responsibilities associated with the role.
Staff Recommendations:	The Commission is requested to: 1. Appoint a Director to represent the municipality. 2. Appoint an Alternate and/or Second-Alternate, if necessary. 3. Approve the designated representatives to ensure participation in the League's decision-making process.
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[25-26 Board Request Appointment](#)



MEMORANDUM

To: City Clerks
From: Mary Lou Tighe, Executive Director
Date: March 4, 2025
Re: 2025-26 Board of Director Appointments

2024-2025 OFFICERS

President Felicia Brunson
Mayor, West Park
1st Vice President Denise Horland
Councilmember, Plantation
2nd Vice President Joyce Davis
Mayor, Dania Beach
Treasurer Traci Callari
Commissioner, Hollywood

DIRECTORS

Immediate Past President Todd Drosky
Vice Mayor, Deerfield Beach
Past President Susan Starkey
Councilmember, Davie
Past President Joy Cooper
Mayor, Hallandale Beach
Jim Allbritton
Councilmember, Southwest Ranches
Pamela Beasley-Pittman
Commissioner, Fort Lauderdale
Samson Borgelin
Mayor, North Lauderdale
John Brodie
Commissioner, Coconut Creek
Anthony Caggiano
Commissioner, Margate
Tycie Causewell
Commissioner, Lauderdale Lakes
Kicia Daniel
Commissioner, Tamarac
Melissa Dunn
Commissioner, Lauderhill
Beam Furr
Mayor, Broward County
Aisha Gordon
Commissioner, Oakland Park
Jacqueline Guzman
Commissioner, Sunrise
William Hodgkins
Commissioner, Pembroke Park
Jeremy Katzman
Commissioner, Cooper City
Edmund Malkoon
Mayor, Lauderdale-by-the-Sea
Henry Mead
Vice Mayor, Weston
Wayne Messam
Mayor, Miramar
Nancy Metayer Bowen
Vice Mayor, Coral Springs
Patty Petrone
Commissioner, Lighthouse Point
Dave Ravanesi
Commissioner, Hillsboro Beach
Paul Rolli
Commissioner, Wilton Manors
Jay Schwartz
Commissioner, Pembroke Pines
Rhonda Sigerson-Eaton
Commissioner, Pompano Beach
Rich Walker
Mayor, Parkland
Christopher Weber
Councilmember, Sea Ranch Lakes

Samuel S. Goren, Esquire
Goren Cheroof Doody & Ezrol, PA
Legal Counsel

Mary Lou Tighe
Executive Director
Sely Cochrane
Deputy Executive Director

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming city commission meeting. **It is imperative that each city be represented at every Board meeting by their Director, Alternate, or Second Alternate-see the attached attendance record for the 2024-2025 year to date.**

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.
- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.
- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

The deadline for board appointments is April 30, 2025. The term will begin on June 7, 2025, when members will be sworn in at the 68th Annual Gala at Margaritaville. The term will end in May of 2026.

Please forward the information below to scochrane@browardleague.org.

=====

Municipality: _____

Commissioner/Councilmember Appointments:

Director: _____

Alternate: _____

Suite 122 Governmental Center, 115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Phone: 954.357.73
Internet: www.browardleague.org

Board Meeting Attendance 2024-2025

	9/5/2024	11/7/2024	1/9/2025	2/6/2025
Felicia Brunson	X	X	X	X
Denise Horland	X	X	X	(EXC.)
Traci Callari	X	X	X	(EXC.)
Joyce Davis	X	X	X	(ALT.)
Todd Drosky	X	X	(EXC.)	X
Susan Starkey	X	X	X	
Joy Cooper				
Jim Allbritton	X	X	X	X
Pamela Beasley-Pittman	X	X	(EXC.)	X
Samson Borgelin	X	X		
John Brodie			X	X
Anthony Caggiano	X	X	X	X
Kicia Daniel	X	X	X	X
Melissa Dunn	~	~	(ALT.)	X
Rhonda Eaton			X	X
Beam Furr				(EXC.)
Aisha Gordon	~	~		
Jacqueline Guzman	X	X	X	(ALT.)
William Hodgkins			(ALT.)	
Jeremy Katzman	X	X	X	(EXC.)
Edmund Malkoon	(EXC.)	(EXC.)		
Henry Mead	X	X	(ALT.)	X
Wayne Messam	X	X		
Nancy Metayer Bowen	~	~	(EXC.)	X
Patty Petrone	(ALT.)	X	(ALT.)	(EXC.)
Dave Ravanesi	X			
Paul Rolli	X	X	X	X
Jay Schwartz				
Rich Walker			X	X
Christopher Weber				



Agenda Item Report

Subject:	Discussion on the Festival Arts Event scheduled for March 15, 2025 - Commissioner Jacobs
Meeting Date:	Regular Commission Meeting - March 13, 2025
Prepared For:	Town Commission
Staff Contact:	Geoffrey Jacobs, Commissioner
Dept/Group:	
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[SPECIAL EVENT APPLICATION - Holi Festival of Colors](#)
[original-5FFF5AB4-FC8B-4CB0-B16A-07D20296B073](#)
[original-412ECE92-CE96-4DFD-B4C3-CE935D0854C7](#)

TOWN OF PEMBROKE PARK *3150 SW 52 AVENUE *PEMBROKE PARK, FL 33023 * (954) 966-4600

SPECIAL EVENT APPLICATION

PLEASE FILL IN ALL BLANKS.

Applicant/Business Name: Jayadevi Arts Inc Phone: (954) 15
Business Owner/agent: Denyse Baboolal
Address: 161 NE 51 Street
City, State, Zip: Fort Lauderdale FL 33334

Date(s) of special event: Saturday March 15, 2025 Hours of Operation: 10am to 7pm
Location for special event: Raymond P Oglesby Preserve Park
Nature (or description) of special event: Festival of Colors and Diversity welcoming Spring. Colored powder (corn starch) and colored water thrown on each other in happiness. A foam truck with foam t
Uneventful open to the general public
Number of expected attendees (vendors and support staff included) 700
Security provided by: Class D license staff from D Ram Security Parking Capacity: 400

Submit the following with this form.

- (1) A copy of your LIABILITY INSURANCE certificate.
(2) Submit (2) two drawings to illustrate the layout for this event.

Answer the following questions.

If you answer yes to (1) one or more of the questions below contact the Building Dept @ (954) 966-4600 ext. 211 for permits.

Is additional lighting needed? X yes no Is additional power source needed? yes no
Tent(s) or canopies required? yes no Temporary bathroom facilities needed? X yes no
Advertising via signs, balloon, etc. this event? yes X no

Will you have outside cooking and/or serving of food yes X no?

If yes, contact the Dept. of Hotel and Restaurant Admin. for a temporary Event Application @ (850) 487-1395.

Are you the owner of the building/property?

If yes, complete Section 1 below. If no, have owner/agent complete Section 1 & 2 below.

I certify that all information stated by me is complete, factual and true.

Applicant's Signature Date

Section 1 - Property Owner Information

Owner Name: Jayadevi Arts Inc Phone: () 00a
Address, City, State, Zip: 161 NE 51 street Fort Lauderdale FL 33334

Section 2 - Property Owner's Authorization

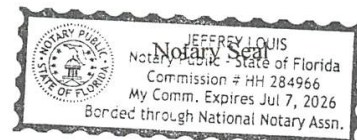
I, David Lynch, certify that I am the owner/agent and hereby consent to use of my property for the purpose of Festival of Colors and Diversity.
I understand that this special event will be reviewed and/or inspected by the Town of Pembroke Park's Inspectors, and I agree that any violations shall be corrected by (owner/lessee) .

I understand that unless the proper permits are applied for and received that this special event will not be approved.

Owner/Agent's Signature Date 1/13/25

Sworn and subscribed before me this day 13 January, 20 25

Notary Signature Jeffrey Lewis



Date(s) of special event: Saturday March 15, 2025 Hours of Operation: 10am to 7pm
Location for special event: Raymond P Oglesby Preserve Park
Nature (or description) of special event: Festival of Colors and Diversity welcoming Spring. Colored powder (corn starch) and colored water thrown on each other in happiness. A foam truck with foam f
Uneventful open to the general public

OFFICE USE ONLY

Accepted by: _____ Date: _____

Departmental Review
Fire Department ☐ Approved ☐ Denied Initial/Date _____
Building Department ☐ Approved ☐ Denied Initial/Date _____
Zoning Department ☐ Approved ☐ Denied Initial/Date _____

Administration
Approval: _____ Date: _____

License Number: _____ Date License Issued: _____

Cc: ☐ State of Florida, DBP – Division of Hotels & Restaurants
 ☐ Broward Sheriff's Office – District One

03/25/15



DEPARTMENT OF FIRE RESCUE AND EMERGENCY SERVICES
FIRE MARSHAL'S BUREAU Main Office 954-831-8210

Pembroke Park District Office

Phone: 954-966-4600 Ext. 225

Fax: 954-985-0537

APPLICATION FOR SPECIAL EVENT PERMIT

Name of Event: 13th United Phagwah/Holi Celebration, Festival of Colors and Setup Date & Hrs: 03/15/2025 (9:00a - 7:00p)
Event Date & Hours: 03/15/2025 (11:00a to 7:00p) & 03/15/2025 (9:00a - 7:00p)
Event Site Address: 3115 SW 52nd Ave, City : Pembroke Park FL 33023
Site Manager/Supervisor: Denyse Baboolal Cell # : 954.961.0031
Business Name: Jayadevi Arts Inc Work#: _____
Business Owner/Agent: Denyse Baboolal Cell # : 786.757.7351
Business Address: 161 NE 51 street
City, State, Zip: Fort Lauderdale FL 33334 Fax # : _____

Canopy Use : ☐ Yes ☒ No If Yes, subject to permits as required by the Building Dept.

Electrical Use: ☒ Yes ☐ No If Yes, subject to permits as required by the Building Dept.

Electrical Power Provided With: ☒ Generator ☐ Temporary Power Drop ☐ Property power

Gas Fueled Equipment: ☐ Yes ☒ No If Yes, subject to permits as required by the Building Dept.

Fuel Sources: ☐ Propane gas ☐ Natural gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☐ Yes ☒ No If Yes, subject to permits as required by the Building Dept.

Types: ☐ Fryers ☐ Propane Grills ☐ Charcoal Grills ☐ Concession Trailer ☐ Warmers ☐ Sterno

Rides: ☐ Yes ☒ No If Yes, may require State inspection depending on the type of ride

Type: ☐ Mechanical ☐ Inflatables (bounce house, slides, etc.) ☐ Manual (not power driven)

Pyrotechnic/Fireworks Displays: ☐ Yes ☐ No If Yes, requires separate approval process completed by Company or Technician.

Documents to be presented to Fire Marshal's Bureau with completed application:

** Site Plan (Include the following):**

- | | |
|---|--|
| ☐ Location of cooking area and barrier being used to separate from the public. | ☐ Location of generators and barrier Being used to separate from the public |
| ☐ Canopy Locations w/ sizes-Quantity ☐ | ☐ Location of temp power drop |
| ☐ Fuel storage/dispensing areas | ☐ Rides w/ descriptions-Quantity ☐ |
| ☐ Emergency Access Area for EMS & Fire | ☐ Identify any fences/gates around event |
| ☒ Location of vendor booths & games | ☒ Stage locations |
| ☐ Residential trailers for crews (carnivals) show barrier from general public | ☐ Table, chair, and equipment layout under gathering canopies |
| ☐ Cable covers for electrical lines & hoses that are in path of egress for patrons | ☐ Distances of structures, roadways, cooking equipment, canopies, etc. |
| ☐ Location of hazards on property such as ditches, canals, lakes, construction, etc. | ☐ Traffic routing, road closures, separation of parking area from event |
| ☐ Location of fire extinguishers & other required life safety equipment | ☐ No smoking signs for large canopy gathering areas |
| ☐ Provide 2 copies of the site plan for Fire Marshal's Bureau and a minimum of 2 copies for the Building Department. | |

- ☐ Copy of written permission from the property owner, allowing the event on their property.
- ☐ Copy of proof of public premises liability insurance in the amount of \$1,000,000, naming the Broward Sheriff's Office as an additional insured.
- ☐ Copy of proof of public premises liability insurance in the amount of \$1,000,000, naming the applicable Municipality and/or Broward County Commission, as additional insured.
- ☐ Canopy use: provide copy of building permit, including flame retardant certificate for canopy material, schematic of canopy structure with anchors to ground.
- ☐ Electrical use: provide copy of electrical permit, generator specifications, temporary power drop circuit info.

- ☐ Gas (LP/Natural) fueled equipment use: provide copy of plumbing permit, provide piping schematic.
- ☐ Cooking equipment use: provide vendor information sheet. If using a residential grill must provide certification that equipment is safe to use. Equipment checked in place at event and must be a certified company/technician that works with gas.
- ☐ Mechanical carnival ride use: contact the Florida Dept. of Agriculture, Fair Ride Inspection, to schedule the ride inspector. Contact number 850-488-9790.
- ☐ Food preparation & sale (excluding non-profit agencies): contact the Florida Dept. of Business & Professional Regulation, Division of Hotels and Restaurants to schedule an inspector. Contact number 850-487-1395

• **Permit Fee Break Down: (to be completed by BSO Fire Marshal's Bureau and/or City)**

- ☐ Permit/Inspection Fee(s) * \$_____ Reinspection Fee(s) * \$_____

Note: Check to be made payable to the Town of Pembroke Park.

- ☐ Standby Firewatch Fee(s) * \$_____/hr. x _____ hrs. x _____ = \$_____

Standby Rescue Service Fee(s) * \$_____/hr. x _____ hrs. x _____ = \$_____

Note: Check to be made payable to the Broward Sheriff's Office.

All fees for Permits, Inspections, Firewatch and Rescue Services shall be paid in full *prior* to event permit processing and approval. In the event that you will require additional fire watch hours due to extended hours, once the approval has been issued, please contact the Fire Marshal's main office during regular business hours. After hours, contact our Dispatch Center (954-765-5100) to contact the On Duty Fire Marshal.

- NOTE:**
- (a) Separate permit required for each event site.
 - (b) Application must be submitted with all required attachments 30 days prior to event period starting date.

The Broward Sheriff's Office, Fire Marshal's Bureau, reserves the right to revoke this permit at any time for non-compliance of applicable codes and/or unsafe conditions or acts.

I have completed the above information and certify that the information provided as components of the event permit are factual and accurate to the best of my knowledge.

Denyse Baboolal

Printed Name

Applicant's Signature

1/09/2025

Date

**BSO FM
Approval
Stamp Here:**

Rev. 11-17-10



Park Rental FAQ's

Rental Fee:

The fee to rent any of the Town's Park (Raymond P. Oglesby and Patrick Behan) facilities is \$200.00: \$125.00 plus \$75.00 clean-up deposit.

Form of Payment:

Please make out a money order to the Town of Pembroke Park. Payment must be received seven days before the rental date.

Clean-up:

Rental facilities must be returned to their original condition or risk losing the clean-up deposit. The Town will post mail the clean-up deposit fee to the person who has signed the contract two (2) weeks after the rental date, if the rental facility is returned to its original clean condition.

Third Party Items:

Bounce houses are permitted, but they will require \$1,000,000.00 liability insurance from the equipment company or provider. ALL petting zoos, animal exhibits, or bounce houses that require water, shall **NOT** be permitted at the Parks.

Rental Hours:

The rental facilities are available from noon to 5:00 PM EST, or noon to 6:00 PM DST. The Renter can arrive one (1) hour before to decorate and stay one (1) hour after rental to clean-up the facility.

Pembroke Park Facility Usage Agreement and Permit

Application Date: Jan 16, 2025

Facility requested (please check one):	Patrick Behan Park 3200 SW 25 Street	X	Pembroke Park Preserve 3115 SW 52 Avenue
Date Requested: March 15, 2025	Day of Week: Saturday		
Hours (Must include set up and clean up)	Start Time: 9am	End Time: 7pm	
Purpose and description of activity: food on sale, colored powderm buckets, water pumps, etc .			
Expected number of persons attending:	500-1000		
Special permission requested for: Generator	Insurance and other special requirements:		
Other terms and conditions:			
Restrictions (if any):			
Name of person responsible: Denyse Baboolal		Title: Executive Director	
Address: 161 NE 51 Street Fort Lauderdale FL 33334			
Business Telephone: 9549610031		Work Hours:	

As official designee of the authorized user I hereby pledge to conform to all the ordinances, regulations and policies established by the Town of Pembroke Park and all applicable County, State and Federal laws, rules and regulations, and any specific use regulation governing the use of the park and recreation facilities and accept full responsibility for any damage done by those I represent.

I also understand that non-compliance with any of the park rules may result in revocation of permit, loss of clean up/ security deposit, and refusal of any subsequent permit application for a period of time up to one year.

Deposits and rental fees are non-refundable. If the rental is cancelled, your fees can be used for another event within a twelve (12) month period of the original rental date.

Denyse Baboolal	<i>Denyse Baboolal</i>	1/18/2025
Applicant's Name	Applicant's Signature	Date

Director Public Services Signature	Date	Town Manager Signature	Date
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NO FEES WILL BE COLLECTED UNTIL FINAL APPROVAL BY THE TOWN MANAGER

*****OFFICE USE ONLY*****			
Rental Fee:	Date Paid:	Cash / Check / MO #:	
Deposit Fee:	Date Paid:	Cash / Check / MO #:	
Balance Due:	Date Paid:	Cash / Check / MO #:	
Overtime Fee:	Date Paid:	Cash / Check / MO #:	
Behan Park	001-000340-347200-01-0000	Preserve Park	001-000340-347200-02-0000
Deposit	001-000000-220901-00-0000		



DEPARTMENT OF FIRE RESCUE AND EMERGENCY SERVICES
FIRE MARSHAL'S BUREAU Main Office 954-831-8210

Pembroke Park District Office

Phone: 954-966-4600 Ext. 225
Fax: 954-985-0537

APPLICATION FOR SPECIAL EVENT PERMIT

Name of Event: Phagwah/Holi Setup Date & Hrs: 3/15/2025 (9:00 - 7:00)
Event Date & Hours: 3/15/2025 (11:00 to 7:00) & 3/15/2025 (: - :)
Event Site Address: 3115 SW 52 Ave City: Pembroke Park FL 33023
Site Manager/Supervisor: _____ Cell #: _____
Business Name: Jayadevi Arts Inc Work#: _____
Business Owner/Agent: Denise Baboolal Cell #: 954-961-0031
Business Address: 161 NE 51 Street
City, State, Zip: Fort Lauderdale FL 33334 Fax #: _____

Canopy Use : ☐ Yes ☒ No If Yes, subject to permits as required by the Building Dept.

Electrical Use: ☒ Yes ☐ No If Yes, subject to permits as required by the Building Dept.

Electrical Power Provided With: ☒ Generator ☐ Temporary Power Drop ☐ Property power

Gas Fueled Equipment: ☐ Yes ☐ No If Yes, subject to permits as required by the Building Dept.

Fuel Sources: ☐ Propane gas ☐ Natural gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☐ Yes ☒ No If Yes, subject to permits as required by the Building Dept.

Types: ☐ Fryers ☐ Propane Grills ☐ Charcoal Grills ☐ Concession Trailer ☐ Warmers ☐ Sterno

Rides: ☐ Yes ☒ No If Yes, may require State inspection depending on the type of ride

Type: ☐ Mechanical ☐ Inflatables (bounce house, slides, etc.) ☐ Manual (not power driven)

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No If Yes, requires separate approval process completed by Company or Technician.

Documents to be presented to Fire Marshal's Bureau with completed application:

☐ **Site Plan (Include the following):**

- | | |
|---|--|
| ☐ Location of cooking area and barrier being used to separate from the public. | ☐ Location of generators and barrier Being used to separate from the public |
| ☐ Canopy Locations w/ sizes-Quantity ☐ | ☐ Location of temp power drop |
| ☐ Fuel storage/dispensing areas | ☐ Rides w/ descriptions-Quantity ☐ |
| ☐ Emergency Access Area for EMS & Fire | ☐ Identify any fences/gates around event |
| ☐ Location of vendor booths & games | ☒ Stage locations |
| ☐ Residential trailers for crews (carnivals) show barrier from general public | ☐ Table, chair, and equipment layout under gathering canopies |
| ☐ Cable covers for electrical lines & hoses that are in path of egress for patrons | ☐ Distances of structures, roadways, cooking equipment, canopies, etc. |
| ☐ Location of hazards on property such as ditches, canals, lakes, construction, etc. | ☐ Traffic routing, road closures, separation of parking area from event |
| ☐ Location of fire extinguishers & other required life safety equipment | ☐ No smoking signs for large canopy gathering areas |
| ☐ Provide 2 copies of the site plan for Fire Marshal's Bureau and a minimum of 2 copies for the Building Department. | |

- ☐ Copy of written permission from the property owner, allowing the event on their property.
- ☐ Copy of proof of public premises liability insurance in the amount of \$1,000,000, naming the Broward Sheriff's Office as an additional insured.
- ☒ Copy of proof of public premises liability insurance in the amount of \$1,000,000, naming the applicable Municipality and/or Broward County Commission, as additional insured.
- ☐ Canopy use: provide copy of building permit, including flame retardant certificate for canopy material, schematic of canopy structure with anchors to ground.
- ☒ Electrical use: provide copy of electrical permit, generator specifications, temporary power drop circuit info.

- ☐ Gas (LP/Natural) fueled equipment use: provide copy of plumbing permit, provide piping schematic.
- ☐ Cooking equipment use: provide vendor information sheet. If using a residential grill must provide certification that equipment is safe to use. Equipment checked in place at event and must be a certified company/technician that works with gas.
- ☐ Mechanical carnival ride use: contact the Florida Dept. of Agriculture, Fair Ride Inspection, to schedule the ride inspector. Contact number 850-488-9790.
- ☐ Food preparation & sale (excluding non-profit agencies): contact the Florida Dept. of Business & Professional Regulation, Division of Hotels and Restaurants to schedule an inspector. Contact number 850-487-1395

• **Permit Fee Break Down: (to be completed by BSO Fire Marshal's Bureau and/or City)**

- ☐ Permit/Inspection Fee(s) * \$_____ Reinspection Fee(s) * \$_____

Note: Check to be made payable to the Town of Pembroke Park.

- ☐ Standby Firewatch Fee(s) * \$_____/hr. x _____ hrs. x _____ = \$_____

Standby Rescue Service Fee(s) * \$_____/hr. x _____ hrs. x _____ = \$_____

Note: Check to be made payable to the Broward Sheriff's Office.

All fees for Permits, Inspections, Firewatch and Rescue Services shall be paid in full *prior* to event permit processing and approval. In the event that you will require additional fire watch hours due to extended hours, once the approval has been issued, please contact the Fire Marshal's main office during regular business hours. After hours, contact our Dispatch Center (954-765-5100) to contact the On Duty Fire Marshal.

NOTE:

- (a) Separate permit required for each event site.
- (b) Application must be submitted with all required attachments 30 days prior to event period starting date.

The Broward Sheriff's Office, Fire Marshal's Bureau, reserves the right to revoke this permit at any time for non-compliance of applicable codes and/or unsafe conditions or acts.

I have completed the above information and certify that the information provided as components of the event permit are factual and accurate to the best of my knowledge.

Anyse Baboolal
Printed Name

[Signature]
Applicant's Signature

1/16/25
Date

BSO FM
Approval
Stamp Here:

Rev. 11-17-10

Sales Receipt

From

Town of Pembroke Park

Receipt For

Denyse Baboolal

161 NE 51 ST

FL, 33334

Order #: 610148

Transaction Date: 2/22/2025 12:42:33 AM

Transaction Status: APPROVED

Transaction Amount: 2068.00

Account #:

Application #	AP-88671
Work Item	Park Rental Fee
Quantity	1568.00
Amount	1568.00

Application #	AP-88671
Work Item	MISC. CHARGES PROPERTY DAMAGE
Quantity	500.00
Amount	500.00

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK

CASHIER'S CHECK

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK



Date

01/30/2025

Void after 1 year

1087731762

25-3

440

Remitter: JAYADEVI ARTS INC.

Pay To The TOWN OF PEMBROKE PARK

Order Of:

Pay: TWO THOUSAND SIXTY EIGHT DOLLARS AND 00 CENTS

\$** 2,068.00 **

Do not write outside this box

Memo:

Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.

 Thomas W Horne, Chief Administrative Officer
 JPMorgan Chase Bank, N.A.
 Columbus, OH


⑈ 1087731762 ⑈ ⑆044000037⑆ 758661326⑈

**SATURDAY
MARCH 15
2025**

**JAYADEVI ARTS INC PRESENTS
The 13th United Phagwah**

Special Guest

Ashira Mohammed
Mayor of Pembroke Park



HOLI

Celebration

FESTIVAL OF COLORS AND DIVERSITY

RAYMOND P OGLESBY PARK

3115 SW 52ND AVE, PEMBROKE PARK, FL 33023

PARKING 52 AVE AND 48 AVE

Time 11am to 7pm

Park Fee \$5 per person • Free Street Parking • Kids Under 10 Free • Everyone Welcome!

VVIP Limited PARKING \$50 • VIP Limited PARKING \$20

**Music by Amit Sounds | Live DJs | Vegan Vendors
Colored Powder, Buckets & Bubbles on Sale | Zombie Ice Foam Truck**

To purchase parking please visit [eventbrite.com](https://www.eventbrite.com) • Info or zelle / 954.961.0031



Funding for this project is provided in part by the Broward County Board commissioners as recommended by the Broward Cultural Council.



JAYADEVI ARTS INC PRESENTS
The 13th United Phagwah
SATURDAY MARCH 15, 2025



Performing Live **DEVANAND GATTOO** from Trinidad
VIDYA GOSINE • VICKRAM GANESH • ABDUL SATTAR
ANGIE ADHEEN • DAVINDRA RAMROOP • RIV PERSAUD

RAYMOND P OGLESBY PARK

3115 SW 52ND AVE, PEMBROKE PARK, FL 33023

PARKING 52 AVE AND 48 AVE

TIME 11AM TO 7PM

Park Fee \$5 per person • Free Street Parking
Kids Under 10 Free • Everyone Welcome!

VVIP Limited PARKING \$50 (Inside Park Near The Stage)

VIP Limited PARKING \$20 (Inside Park Away From Stage)

VVIP and VIP Entrance at 48 Ave off Hallandale Blvd.

All paid parking must be inside the park between 11am and 12noon

Music by Amit Sounds • Dj Rodz • Dj Fireblaster • Dj Notorious • Dj Yattin

To purchase parking please visit eventbrite.com

Info or zelle / 954.961.0031



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