



AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, September 11, 2024
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. Diaper Week 8 - 14
Hispanic Heritage Month
Constitution Week
Suicide Prevention Month
Broward Mental Health Summit Day, September 12th
[September 2024 DIAPER WEEK](#)
[September- Hispanic Heritage Month 2024](#)
[September-Constitution Week 2024](#)
[September-Suicide Prevention Month 2024](#)
[September Broward Mental Health Summit Day Sept 2024](#)
 - 5.2. CLICK TO VIEW: [90 Day presentation](#) - Interim Police Chief
Decoursey, Deputy Chief Ochoa
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
7. CONSENT AGENDA
 - 7.1. Approval of Minutes - Town Clerk Martell 15 - 19
Special Commission Meeting, July 9th
[07 09 2024 SPECIAL COMMISSION MEETING MINUTES](#)
8. RESOLUTIONS
 - 8.1. Cybersecurity Standard - IT Director Pakula 20 - 23
RESOLUTION NO. 2024-008
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, **TO ADOPT STANDARDS TO
SAFEGUARD AGAINST CYBERSECURITY THREATS; ADOPTING
THE METHODS AND STANDARDS SET FORTH IN VERSION 1.1 OF
THE FRAMEWORK FOR CYBERSECURITY ADOPTED BY THE**

**NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY;
PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY,
AND PROVIDING FOR AN EFFECTIVE DATE.**

[2024-008 Technology](#)

- 8.2. Sweeney's Sign Variance - 4200 Hallandale Beach Blvd.,- Planning Consultant Vonder Meulen 24 - 39

RESOLUTION NO. 2024-015

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING SIGN VARIANCE APPLICATION NO. 24-SV-03, ATTACHED HERETO AS EXHIBIT "A," AND GRANTING THE SIGN VARIANCE FOR THE PROPERTY GENERALLY LOCATED AT 4200 W. HALLANDALE BEACH BOULEVARD, PEMBROKE PARK, FLORIDA;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

[Sweeney Sign Agenda Memo](#)

[Sweeney 24-SV-01 Staff Report](#)

[Sweeney 1. Application- Sign Variance](#)

[Sweeney 2. Justification Statement- Sign Variance](#)

[Sweeney 3. Site Plan](#)

[Sweeney 4. Survey](#)

[Sweeney 5. Sign Details](#)

[2024-015 Sweeney sign variance](#)

- 8.3. Sweeneys Parking Reduction - Planning Consultant Vonder Meulen File No: 24-PR-01 40 - 56

Applicant: Sweeney's VII LLC

Address: 4200 W Hallandale Beach Blvd

Request: Parking Reduction Approval – to reduce parking from 10 parking spaces to 9 parking spaces to redevelop a retail use.

RESOLUTION NO. 2024-016

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING THE PARKING REDUCTION APPLICATION NO. 24-PR-01, ATTACHED HERETO AS EXHIBIT "A," SUBMITTED BY SWEENEYS VII LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR CERTAIN REAL PROPERTY LOCATED IN LAKE FOREST SEC 4 RESUB POR 43-45 B LOT 8 W 10,8A W 10,9 LESS W 10, 9A LESS W 10 BLK 50, 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.

[Sweeney Parking Reduction Agenda Memo](#)

[Sweeney parking 24-PR-01 Staff Report](#)
[Sweeney parking 1. Application-Parking Reduction](#)
[Sweeney parking 2. Justification Statement](#)
[Sweeney parking 3. Site Plan](#)
[Sweeney parking 4. Survey](#)
[Sweeneys parking Resolution](#)

- 8.4. Commercial Amnesty Program - Mayor Mohammed, Town Attorney Horowitz 57 - 60

RESOLUTION NO. 2024-014

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **PROVIDING FOR THE AMNESTY PROGRAM GUIDELINES FOR COMMERCIAL PROPERTY OWNERS WHO PERFORMED WORK WITHOUT PERMITS TO FACILITATE BRINGING PROPERTY INTO COMPLIANCE THROUGH JANUARY 31, 2026**; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

[2024-014](#)

[2024-014 Exhibit Guidelines Commercial Amnesty Program](#)

9. ORDINANCES 2ND READING

- 9.1. FDOT - Town Attorney Horowitz 61 - 82

ORDINANCE NO. 2024-006

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA; **AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES ENTITLED “ZONING”; AMENDING ARTICLE V ENTITLED “NONCONFORMING USES” TO CREATE SECTION 28-347 ENTITLED “NONCONFORMING USES CREATED BY GOVERNMENTAL ACQUISITIONS OF PRIVATE PROPERTY”**; PROVIDING FOR DEFINITIONS; PROVIDING FOR ADOPTION OF A POLICY AND PROCEDURE CONCERNING NON-CONFORMITIES CREATED BY GOVERNMENTAL ACQUISITION OF PRIVATE PROPERTY INCLUSIVE OF A VARIANCE MECHANISM TO CURE NONCONFORMITIES; PROVIDING THE TOWN MANAGER OR TOWN MANAGER’S DESIGNEE TO TAKE NECESSARY STEPS TO ENFORCE APPLICABLE BUILDING AND SAFETY CODES ON PROPERTIES THAT ARE SUBJECT TO A PENDING **GOVERNMENTAL ACQUISITION**; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

[FDOT resolution 2023-027 FDOT Executed](#)

[2024-006 Eminent Domain - FDOT](#)

10. ORDINANCES 1ST READING

- 10.1. LED Sign Code Amendment - Mayor Mohammed, Planning Consultant Vonder Meulen 83 - 90

ORDINANCE NO. 2024-008

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA
**AMENDING CHAPTER 21 OF THE TOWN'S CODE OF
ORDINANCES, ENTITLED "SIGNS AND ADVERTISING;"**
AMENDING ARTICLE II, ENTITLED "SIGNS" BY AMENDING
DIVISION 1, ENTITLED "COMPREHENSIVE REGULATIONS AND
REQUIREMENTS"; AMENDING SECTION 21-17 ENTITLED
"DEFINITIONS"; SECTION 21-19 ENTITLED "PROHIBITED SIGNS;"
PROVIDING AN EXCEPTION TO THE PROHIBITION OF LED
LIGHTING; AMENDING SECTION 21-20, ENTITLED "PERMANENT
SIGNS," TO ALLOW LED LIGHTING ON WINDOWS AND DOORS
ON PROPERTIES ENGAGING IN NONRESIDENTIAL USES;
PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN
EFFECTIVE DATE.

[LED sign agenda memo](#)

[LED sign staff report](#)

[LED sign Ordinance](#)

10.2. Code Text Amendment - Planning Consultant Vonder Meulen

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ORDINANCE NO. 2024-009

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA; **AMENDING CHAPTER 13.5 "LAND**
DEVELOPMENT", OF THE TOWN OF PEMBROKE PARK CODE OF
ORDINANCES, BY CREATING ARTICLE VIII, TO BE ENTITLED
"QUASI-JUDICIAL PROCEEDINGS"; CREATING SECTIONS 13.5-80
THROUGH 13.5-83 OF THE TOWN OF PEMBROKE PARK CODE OF
ORDINANCES; ESTABLISHING QUASI-JUDICIAL PROCEDURES
FOR PEMBROKE PARK; PROVIDING FOR THE INTENT;
PROVIDING FOR DEFINITIONS; IDENTIFYING QUASI-JUDICIAL
MATTERS; PROVIDING PROCEDURES FOR QUASI-JUDICIAL
PROCEEDINGS, INCLUDING, BUT NOT LIMITED TO, EX PARTE
COMMUNICATIONS, NOTIFICATION, PRESENTATION OF
EVIDENCE AND PREPARATION OF THE ORDER; PROVIDING FOR
CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[Code Text agenda memo](#)

[Code Text staff report quasi-Judicial 05302024](#)

[Code Text Ord \(Quasi-judicial Procedures\) \(00432499xC4B6A\)](#)

11. NEW BUSINESS

11.1. SmartCOP RMS System - Interim Police Chief Decoursey, IT Director
Pakula

104 - 175

Approve Item

[FI Pembroke Park Park Contract 8.15.24](#)

[Sourcewell Contract Information Pembroke Park](#)

[240816 CAWQ32994 - Town of Pembroke Park - \(1\) R660](#)

Agenda Item Report - AIR-24-110 - Pdf		
11.2.	Purchase hardware for the police department - Interim Police Chief Decoursey, IT Director Pakula	176 - 182
	Approve Item	
Agenda Item Report - AIR-24-112 - Pdf		
11.3.	Change order for built-out for the police department - Interim Police Chief Decoursey, IT Director Pakula	183 - 205
	Approve item	
Agenda Item Report - AIR-24-115 - Pdf		
11.4.	Police Accreditation - Interim Police Chief Decoursey	206 - 216
	Police accreditation agreement	
11.5.	Second Amendment for lobbyist contracts - Interim Town Manager Williamson CAS Government Services Capital Hills Consulting Tidewater Consulting Helmich Consulting	217 - 234
	2024 Second Amendment (CAS Governmental Services)	
	2024 Second Amendment (Capital Hills Consulting)	
	2024 Second Amendment (Tidewater Consulting)	
	2024 Helmich	
11.6.	ILA Yard Waste and Hazardous Material Disposal - Interim Town Manager Williamson	235 - 256
	ILA Broward County Optional Services FY2025 - Hazardous waste	
11.7.	All Liquid Environment Contract - Interim Town Manager Williamson	257 - 260
	CONTRACT ALL LIQUID ENVIRONMENT	
11.8.	Third Amendment Disaster Debris Removal - Interim Town Manager Williamson	261 - 264
	CERES Third Amendment (Ceres - Disaster Debris Removal)	
	DRC DEBRIS REMOVAL Third Amendment	
11.9.	ILA SW 25 Avenue Project - Interim Town Manager Williamson A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: CONSTRUCTION OF STORMWATER IMPROVEMENTS PHASE II (PPRK-002); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.	265 - 328
	CORRECTED ILA SURTAX STORMWATER 25 AVENUE	

[ERROR DO NOT USE ILA Broward County Optional Services FY2025](#)
[- Hazardous waste](#)
[2024-021 Surtax ILA - Stormwater Improvements Phase II](#)

12. DISCUSSION

- 12.1. Moratorium on Self-Storage Facilities - Mayor Mohammed 329 - 342
[12.1 agenda memo Self Storage Moratorium](#)
[12.1 Self-Storage Moratorium](#)
- 12.2. Legal Fees for Mayor Mohammed - Mayor Mohammed
- 12.3. Citizenship Drive - Mayor Mohammed
- 12.4. Town Manager - Vice Mayor Morrisette 343
[Agenda Item Report - AIR-24-113 - Pdf](#)
- 12.5. Compensation for Aleem Ghany - Clerk Commissioner Hodgkins

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, September 18th at 9:00 AM
Final Budget Hearing, Wednesday, September 25th at 6:00 PM
Workshop Commission meeting, Wednesday, September 25th at 7:00 PM

17. ADJOURNMENT

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

ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE TOWN CLERKS OFFICE AT 954-966-4600 AT LEAST TWO CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED PLEASE CONTACT THE FLORIDA RELAY SERVICES BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD)

DECORUM - ALL COMMENTS MUST BE ADDRESSED TO THE COMMISSION AS A BODY AND NOT TO INDIVIDUALS. ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS, OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COMMISSION, SHALL BE BARRED FROM FURTHER AUDIENCE BEFORE THE COMMISSION BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE COMMISSION IS GRANTED BY THE MAJORITY VOTE OF THE COMMISSION MEMBERS PRESENT. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR IN OPPOSITION TO A SPEAKER OR HIS/HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE ALLOWED IN THE COMMISSION CHAMBERS. PLEASE MUTE OR TURN OFF YOUR CELL PHONE OR PAGER AT THE START OF THE MEETING. FAILURE TO DO SO MAY RESULT IN BEING BARRED FROM THE MEETING. PERSONS EXITING THE CHAMBER SHALL DO SO QUIETLY.

Marlen D. Martell

Regular Commission Meeting
September 11, 2024



**TOWN OF PEMBROKE PARK
PROCLAMATION**

NATIONAL DIAPER NEED AWARENESS WEEK

WHEREAS: Broward County is proud to be home to trusted community-based organizations including The Greater Fort Lauderdale Diaper Bank and The Florida Essential Needs Coalition that recognize the importance of diapers in ensuring health and providing economic stability for families and thus distribute diapers to families through various channels.

In the town of Pembroke Park in Broward County. We thank the diaper banks, their staff, volunteers and donors, for their courageous service during the crisis, and encourage the citizens of Pembroke Park to donate generously to diaper banks, diaper drives, and support those organizations that collect and distribute diapers to families struggling with diaper need, so that all of Pembroke Park’s children and families can thrive and reach their full potential.

WHEREAS: diaper need, the condition of not being able to afford a sufficient supply of clean diapers to keep babies and toddlers clean, dry, and healthy, can adversely affect the health and well-being of children and their families; and

WHEREAS: national surveys and research studies report that nearly one in two families struggles with diaper need, and 48 percent of families delay changing a diaper to extend the available supply; and

WHEREAS: a daily or weekly supply of diapers is generally an eligibility requirement for babies and toddlers to participate in childcare programs and quality early-education programs that enable children to thrive and parents to work; and

WHEREAS: many parents struggling with diaper need report missing an average of five days of work each month due to an insufficient supply of diapers; and

WHEREAS: without enough diapers, babies and toddlers risk infections and health problems that may require medical attention resulting in medical costs, and parents may be prevented from accessing childcare needed to go to work or school, thereby destabilizing the family’s economic prospects and well-being; and

WHEREAS: the people of Pembroke Park recognize that diaper need is a public health issue, and addressing diaper need can lead to economic opportunity for the state’s families and communities and improved health for children, thus ensuring all children and families have access to the basic necessities required to thrive and reach their full potential; and

WHEREAS: through their important work of addressing diaper need, diaper banks play a critical role in supporting families, improving infant health and wellbeing, and advancing our local and state economic growth; now

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 week of September 23rd through September 29th, 2024 as;

National Diaper Need Awareness Week

Dated this 11th day of September 2024

Ashira Mohammed Mayor

Erik Morrisette Vice Mayor

William R. Hodgkins Clerk Commissioner

Musfika Kashem Acting Clerk Commissioner

Geoffrey Jacobs Commissioner



**TOWN OF PEMBROKE PARK
PROCLAMATION**

NATIONAL HISPANIC HERITAGE MONTH

WHEREAS, *each year, the United States observes National Hispanic Heritage Month by celebrating the culture, heritage, and countless contributions of those whose ancestors were indigenous to North America as well as those who came from Spain, Mexico, the Caribbean, Central America, and South America;*

WHEREAS, *what began in 1968 as Hispanic Heritage Week under President Johnson was expanded by President Reagan in 1988 to cover a 30-day period starting on September 15 and ending on October 15;*

WHEREAS, *the date September 15 is significant because it is the anniversary of independence for the Latin American countries of Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. Additionally, Mexico and Chile celebrate their independence days on September 16 and September 18, respectively;*

WHEREAS, *recognize and honor the many ways that Hispanics have enriched the fabric of our society while also rededicating ourselves to address the lack of equal access to opportunity that many still face;*

WHEREAS, *Hispanics continue their rich tradition of significant and diverse contributions to the cultural, educational, economic, and political vitality of the Town of Pembroke Park;*

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 September as HISPANIC HERITAGE MONTH.*

HISPANIC HERITAGE MONTH

Dated this 11th day of September, 2024.

Mayor Ashira Mohammed

Vice Mayor Erik Morrisette

Clerk Commissioner William R. Hodgkins

Acting Clerk Commissioner Musfika Kashem

Commissioner Geoffrey Jacobs



TOWN OF PEMBROKE PARK

PROCLAMATION
CONSTITUTION WEEK

September 17th - 23rd, 2024

WHEREAS, *The Constitution of the United States of America, the guardian of the liberties, embodies the principles of limited government in a republic dedicated to rule by law;*

WHEREAS, *September 17th, 2022, marked the two hundred and thirty-fifth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention;*

WHEREAS, *it is fitting and proper to accord official recognition to the magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it;*

WHEREAS, *Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;*

WHEREAS, *we ask our citizens to reaffirm the deals the Framers of the Constitution made in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.*

NOW, THEREFORE *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 week of September 17th thru the 23rd, 2024, as CONSTITUTION WEEK.*

CONSTITUTION WEEK

Dated this 11th day of September 2024.

Ashira Mohammed Mayor

Erik Morrisette Vice Mayor

William R. Hodgkins Clerk Commissioner

Musfika Kashem Acting Clerk Commissioner

Geoffrey Jacobs Commissioner



**TOWN OF PEMBROKE PARK
PROCLAMATION
SUICIDE PREVENTION MONTH**

WHEREAS, the TOWN OF PEMBROKE PARK COMMISSION is firmly committed to raising awareness about Suicide Prevention in the Town of Pembroke Park and Broward County.

WHEREAS, this year’s theme, “Creating Hope Through Action,” is a reminder that suicide is preventable, not inevitable. It emphasizes that there is an alternative to suicide and aims to inspire the belief that our actions, no matter how big or small, may provide hope to people that are struggling with suicidal thoughts.

WHEREAS, more than 45,000 Americans die by suicide each year. In Florida, a person dies by suicide every two hours on average. Suicides in Florida far outnumber homicides.

WHEREAS, suicide is a national epidemic costing the lives of 6,000 Veterans each year and is a leading cause of death for first responders. Firearms are the leading method of suicide in Florida and the most lethal method. Access to a gun triples the risk of death.

WHEREAS, suicide is the second leading cause of death for children, adolescents, and young adults aged 10 to 24 years.

WHEREAS, it is critical to recognize the signs of depression that may lead to thoughts of suicide including speaking about wanting to die, feelings of isolation or hopelessness, increased use of drugs or alcohol, and severe mood swings.

WHEREAS, it is critical to recognize the best methods to prevent suicide when a person is in crisis: ask if the person is thinking of taking their life; keep them safe and remove their access to lethal means such as poisons, prescription drugs, and firearms; get them professional help. In Florida, dial 2-1-1 or call the National Suicide Prevention Lifeline 1- 800-273-8255 or text 741741.

WHEREAS, the League of Women Voters of Broward County has provided significant leadership in suicide prevention through community education and creation of their Lock It Up! gun safety program.

WHEREAS, the Florida Chapter of the American Academy of Pediatrics has provided significant leadership in suicide prevention through community education and programming.

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 September 2024, as SUICIDE PREVENTION MONTH.

SUICIDE PREVENTION MONTH

Dated this 11th day of September 2024.

Ashira Mohammed Mayor

Erik Morrisette Vice Mayor

William R. Hodgkins Clerk Commissioner

Musfika Kashem Acting Clerk Commissioner

Geoffrey Jacobs Commissioner



**TOWN OF PEMBROKE PARK
PROCLAMATION**

BROWARD HEALTH MENTAL SUMMIT DAY

WHEREAS: Mental Illness affects thoughts, feelings, behaviors, and general interaction with others and the stigma associated with Mental Illness must be addressed so that no one feels shame or disgrace in seeking help and treatment;

WHEREAS: recent tragedies in Broward County and nationwide require that our communities engage in meaningful education and discussion to promote mental wellness and identify the early signs of mental Illness in order to take charge of the situation and reverse it before it gets worse;

WHEREAS: in addition to the recent tragedies nationwide and in Broward County, according to the CDC’s Data & Statistics Fatal Injury Report for 2022, retrieved May 11, 2024, more than 49,000 people died by suicide in 2022 and there were an estimated 1.6 million suicide attempts.

WHEREAS: in response to the need for self-care and identifying and treating mental illness, a grassroots effort was undertaken by the principal mental health providers in Broward County (including county/federal government, private sector, and nonprofit organizations), to join forces in a historic effort to increase awareness and education by holding an in-person summit during 2024 National Suicide Prevention Week and is open to the general public for only a \$15 admission fee and includes parking, breakfast, and lunch.

WHEREAS: the “7th Annual Broward Mental Health Summit,” titled 360 Degrees of Wellness, presented by The Sheriff’s Foundation of Broward County, Memorial Healthcare System, UKG, Aetna, and the Mental Health Television Network, brings together the leading mental health providers in South Florida from county/federal government, private practice, nonprofits, and academia to discuss and examine the current issues relating to mental health in Broward County affecting all populations;

WHEREAS: everyone wanting to learn about mental wellness and issues facing our communities, whether you’re a healthcare provider, first responder, community leader, business owner, elected official, or just simply a concerned citizen, you’ll learn from the 7th Annual Broward Mental Health Summit information tools and a better understanding of the challenges affecting mental health;

WHEREAS: by acknowledging the importance of mental wellness, we help the general public understand the issues surrounding mental illness and challenges on the citizens of the Town of Pembroke Park; and

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 September 12th, 2024 as;

BROWARD HEALTH MENTAL SUMMIT DAY

Dated this 11th day of September 2024.

Ashira Mohammed Mayor

Erik Morrisette Vice Mayor

William R. Hodgkins Clerk Commissioner

Musfika Kashem Acting Clerk Commissioner

Geoffrey Jacobs Commissioner



MINUTES SPECIAL COMMISSION MEETING

6:00 PM - Tuesday, July 9, 2024
Commission Chambers

The SPECIAL COMMISSION MEETING of the Town of Pembroke Park was called to order on Tuesday, July 9, 2024, 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

2 PLEDGE OF ALLEGIANCE

3 ROLL CALL

The meeting was called to order at 6:09 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 Chandler Williamson, Town Manager; Marlen Martell, Town Clerk; Suzi Reutlinger, Executive Assistant to Commission; Daniel Decoursey, Interim Police Chief; Jacobs Horowitz, Town Attorney; and Tom Positano, Deputy Public Services Director, Jason Ochoa, Deputy Chief.

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

Two items added by Commissioner Jacobs and Vice Mayor Morrisette

MOTION TO ACCEPT THE AGENDA WITH ADDITIONS TO DISCUSS INTERIM TOWN MANAGER AUTHORITY WHILE ON HIATUS REQUEST BY COMMISSIONER JACOBS. VICE MAYOR MORRISSETTE STATED HE WOULD LIKE TO DISCUSS THE TOWN MANAGER POSITION.

MOTION BY CLERK COMMISSIONER HODGKINS, SECONDED BY VICE MAYOR MORRISSETTE, MOTION PASSED 5-0.

5 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD &

Town of Pembroke Park
SPECIAL COMMISSION MEETING
July 9, 2024

WELFARE

NONE

6 CONSENT AGENDA

- 6.1** Approval of Minutes - Town Clerk Martell
Special Commission Meeting, April 24, 2024
Regular Commission Meeting, May 8, 2024
Special Commission Meeting, May 16, 2024
Workshop Commission Meeting, May 16, 2024

**MOTION TO APPROVE THE CONSENT AGENDA AND REMOVE FROM
CONSENT LIFT STATION 15 FOR DISCUSSION**

**MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS,
SECONDED BY CLERK COMMISSIONER WILLIAM HODGKINS. MOTION
PASSED 5-0.**

7 REMOVED FROM CONSENT AGENDA

- 7.1** Lift Station 15 Replacement - additional costs - Public Services Director Ghany
REMOVE ITEM FROM CONSENT AGENDA

**MOTION TO APPROVE THE ADDITIONAL COST TO REPLACE LIFT
STATION 15**

**MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS,
SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.**

8 RESOLUTIONS

- 8.1** Tentative millage rate - Finance Director DiLena

RESOLUTION NO. 2024-009

**A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA,
ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 8.5000 MILLS
FOR THE FISCAL YEAR 2024-2025 COMMENCING OCTOBER 1, 2024,
THROUGH SEPTEMBER 30, 2025; SETTING A DATE AND TIME FOR THE
FIRST PUBLIC HEARING TO CONSIDER THE TENTATIVE MILLAGE RATE
AND TENTATIVE BUDGET AND A DATE AND TIME FOR THE FINAL
PUBLIC HEARING TO ADOPT THE FINAL MILLAGE RATE AND BUDGET;
PROVIDING FOR DIRECTIONS TO THE TOWN MANAGER; AND
PROVIDING FOR AN EFFECTIVE DATE.**

MOTION TO APPROVED RESOLUTION NO. 2024-009

**MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAM
HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION
PASSED 5-0.**

9 ADDITIONS TO THE AGENDA

- 9.1** COMMISSIONER JACOBS MOTIONED FOR INTERIM TOWN MANAGER WILLIAMSON TO HAVE FULL COMMISSION AUTHORITY DURING SUMMER HIATUS

MOTION TO HAVE INTERIM TOWN MANAGER WILLIAMSON FULL AUTHORITY TO SIGN THE AMENDMENT FOR DEBRIS REMOVAL CONTRACT AND TO RUN THE DAY TO DAY OPERATIONS, OVERSEE ALL EMPLOYEES AND ABLE TO HIRE, FIRE, AND/OR TAKE DISCIPLINARY ACTION UNTIL AUGUST 28TH WHEN THE COMMISSION RETURNS FROM THEIR SUMMER HIATUS.

MOTION TO APPROVE MADE BY COMMISSIONER GEOFFREY JACOBS, SECONDED BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

- 9.2** VICE MAYOR MORRISSETTE REQUESTED TO PROCEED WITH TOWN MANAGER RECRUITMENT AS PREVIOUSLY APPROVED. NO ACTION WAS TAKEN
- 9.3** FURTHER DISCUSSION TOOK PLACE REGARDING THE TOWN MANAGER POSITION. ACTING CLERK COMMISSIONER KASHEM DIRECTED TO PLACE AT THE WORKSHOP COMMISSION MEETING THAT ITEM.
- 9.4** MAYOR MOHAMMED DIRECTED STAFF TO PUT OUT PREVIOUSLY APPROVED BIDS. THE DEBRIS REMOVAL AND AUDITOR SERVICES

10 ATTORNEY COMMENTS

- 10.1** MOTION TO EXTEND RESOLUTION 05-12-12
THE TOWN ATTORNEY WILL PRODUCE A RESOLUTION

MOTION TO APPROVE EXTENSION

MOTION TO APPROVE MADE BY ACTING CLERK COMMISSIONER MUSFIKA KASHEM. MOTION PASSED 5-0.

- 10.2** MOTION TO RENEW RESOLUTION 07-01-01 REDUCING THE PERMIT FEE FOR NATURAL DISASTERS
THE TOWN ATTORNEY WILL PRODUCE A RESOLUTION

MOTION TO APPROVED THE RENEWAL

MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAM HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

- 10.3** MOTION TO RECONFIRM RESOLUTION 06-02-01

MOTION TO APPROVE RECONFIRMATION

MOTION TO APPROVE MADE BY CLERK COMMISSIONER WILLIAM HODGKINS, SECONDED BY VICE MAYOR ERIK MORRISSETTE. MOTION PASSED 5-0.

11 TOWN MANAGER COMMENTS

- 11.1** UPDATED THE COMMISSION ON THE AUDIT. THE TOWN WAS GRANTED A 45 DAY EXTENSION. HE ALSO SPOKE ABOUT OBSERVATIONS WITHIN THE TIME HE HAS BEEN EMPLOYED. HE THANKED THE COMMISSION FOR THE OPPORTUNITY AND LOOKS FORWARD TO WORKING FOR THE TOWN FOR YEARS TO COME. HE STATED JEFFREY LOUIS WAS AN ASSET DURING THE RAIN EVENT A FEW WEEKS AGO.

12 COMMISSIONER COMMENTS

- 12.1** COMMISSIONER JACOBS STATED HIS FAMILY WAS STILL BEING HARASSED AND HE HAS A CEASE AND DECEIT ORDER

ACTING CLERK COMMISSIONER KASHEM - NONE

CLERK COMMISSIONER HODGKINS - CONGRATULATED SUZI FOR COMPLETING THE PURCHASING CERTIFICATION COURSE

VICE MAYOR MORRISSETTE - NONE

MAYOR MOHAMMED - MENTIONED THAT SENATOR RICK SCOTT HAD REACHED OUT TO HER TO FIND OUT THE NEEDS OF THE COMMUNITY. SHE DIRECTED STAFF TO GATHER PICTURES OF THE FLOODING AND CREATE A POWERPOINT PRESENTATION TO SEND TO HIM.

13 ANNOUNCEMENTS

- 13.1** Special Magistrate Hearing, Wednesday, July 17th at 9:00 AM
Food Giveaway, Saturday, August 3rd from 9AM to 1PM
Special Magistrate Hearing, Wednesday, August 21st at 9:00 AM
Workshop Commission meeting, Wednesday, August 28th at 6:00
1st Budget Hearing, Wednesday, September 11th at 6:00 PM
Regular Commission meeting, Wednesday, September 11th at 7:00 PM
Final Budget Hearing, Wednesday, September 25th at 6:00 PM
Workshop Commission meeting, Wednesday, September 25th at 7:00 PM

14 ADJOURNMENT

Commission approved on:
ATTEST:

Marlen D. Martell, Town Clerk

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

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

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

Town of Pembroke Park
SPECIAL COMMISSION MEETING
July 9, 2024

RESOLUTION NO. 2024-008

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, TO ADOPT STANDARDS TO SAFEGUARD AGAINST CYBERSECURITY THREATS; ADOPTING THE METHODS AND STANDARDS SET FORTH IN VERSION 1.1 OF THE FRAMEWORK FOR CYBERSECURITY ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 282.3185(4), F.S., provides that each local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality and integrity; and

WHEREAS, Section 282.3185(4), F.S, provides that each municipality with a population of less than 25,000 must adopt the cybersecurity standards required by this subsection by January 1, 2025; and

WHEREAS, the Town must notify the Florida Digital Service of its compliance with this subsection as soon as possible; and

WHEREAS, the Town Commission finds that the cybersecurity standards set forth in Version 1.1 of the Framework for Improving Critical Infrastructure Cybersecurity, promulgated by the National Institute of Standards and Technology provides standards that are consistent with generally accepted best practices for cybersecurity; and

WHEREAS, the Town Commission finds that Version 1.1 of the Framework for Improving Critical Infrastructure Cybersecurity, promulgated by the National Institute of Standards and Technology might be amended from time to time and that the methods and procedures provided for herein should be amended to include such amendments; and

WHEREAS, the Town Commission intends to adopt the provisions of Version 1.1 of the Framework for Improving Critical Infrastructure Cybersecurity promulgated by the

National Institute of Standards and Technology in order to establish a framework to manage cybersecurity risks as follows:

- a) Develop an organizational understanding to manage cybersecurity risk to: systems, assets, data, and capabilities.
- b) Develop and implement the appropriate safeguards to ensure delivery of services.
- c) Develop and implement the appropriate activities to identify the occurrence of a cybersecurity event.
- d) Develop and implement the appropriate activities to take action regarding a detected cybersecurity event.
- e) Develop and implement the appropriate activities to maintain plans for resilience and to restore any capabilities or services that were impaired due to a cybersecurity event.

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

Section 1. The aforementioned "Whereas" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein.

Section 2. The methods and standards which are set forth in Version 1.1 of the Framework for Improving Critical Infrastructure Cybersecurity, as may be amended from time to time, which is promulgated by the National Institute of Standards and Technology are hereby adopted by the Town to establish a framework for cybersecurity for the Town, and incorporated herein, by reference.

{00603699.1 3399-0000000 }

Section 3. The Town's Internet Technology Director shall establish cybersecurity procedures intended to accomplish the following goals:

- a) Develop an organizational understanding to manage cybersecurity risk to systems, assets, data and capabilities.
- b) Develop and implement the appropriate safeguards to ensure delivery of services.
- c. Develop and implement the appropriate activities to identify the occurrence of a cybersecurity event.
- d. Develop and implement the appropriate activities to take action regarding a detected cybersecurity event.
- e. Develop and implement the appropriate activities to maintain plans for resilience and to restore any capabilities or services that were impaired due to a cybersecurity event.

Section 4. Version 1.1 of the Framework for Improving Critical Infrastructure Cybersecurity, promulgated by the National Institute of Standards and Technology, as may be amended from time to time, is adopted by reference as the policy to govern the Town's efforts to protect against cyber threats. All amendments to Version 1.1 or updated Versions of said Framework for Improving Critical Infrastructure Cybersecurity shall be automatically adopted by the Town and the Town's cybersecurity policy shall be amended accordingly.

Section 5. Upon the Town complying with the requirements set forth in Section 282.3185(4), F.S.; the Internet Technology Director or his designee shall notify the Florida Digital Service as soon as possible.

{00603699.1 3399-0000000 }

Section 6. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 8. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney



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

Agenda Request

Meeting Date:	August 28, 2024
Subject:	Sign Variance 24-SV-03 Sweeny's
Initiated by:	☐ Town Commission ☐ Town Attorney ☒ Town Manager / Staff
Prepared by:	Name & Title: Michael Vonder Meulen, AICP Town Planner
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Staff report, application, resolution, drawings
Fiscal Impact:	NA
Policy Question(s) for Commission Considerations:	Grant 3 sign variances to allow the renovation of an existing non-conforming sign
Summary:	Applicant is proposing three (3) sign variances which would change the copy on the sign and keep the existing sign. Code Sections 21-24(a)(8) frontage, height and sign face.
Background:	Previous owner was Tropical Fish Aquarium store which vacated and is being leased to a new business. There is a companion application for a site plan which requires 1 space parking reduction to eliminate a traffic hazard and enhancing front landscaping.
Discussion/Analysis:	Overall benefit to the community will be realized with proposed enhancements to the site, and the sign variance is to keep existing non-conforming sign.
Options:	Approve, deny or table for more information the sign variances.
Advantages:	Overall project is an enhancement which the sign is an integral part. The sign is existing and will be improved.
Disadvantages:	Due to the potential reduction a hardship exists as to visibility on a busy street.
Possible action:	Approved with conditions outlined in staff report.
Advantages:	Project moves forward and overall site improvements.
Disadvantages:	Property will not be improved and remain vacant.
Staff Recommendations:	Approved with staff conditions
Additional Action Needed:	None

Town of Pembroke Park

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



TO: Mayor & Town Commissioners
Town of Pembroke Park

THRU: Chandler Williamson, Town Manager

FROM: Mike Vonder Meulen, AICP, Consultant Town Planner, KEITH

DATE: August 13, 2024

SUBJECT: Sign Variance Application
4200 W Hallandale Beach Blvd
Application No. 24-SV-03

APPLICANT: Sweeneys VII LLC (Owner)/ Craig McDonald, Corporate Property Services (Agent)

REQUEST:

The applicant is requesting three variances from the sign code in Section 21-24(a)(8) limiting the lot frontage, limiting the sign height and limiting the square footage.

RECOMMENDED ACTION:

The Consultant Town Planner recommends approval of the proposed parking reduction.

SITE DATA:

ADDRESS:	4200 W. Hallandale Beach Blvd
FOLIO:	514230090580
PARCEL SIZE:	0.22 Acres
EXISTING USE:	Retail- Liquor Store
ZONING:	Business District (B-1)
FUTURE LAND USE:	Commercial (C)

PROJECT BACKGROUND:

The site formerly housed Tropical & Marina Fish Aquarium Supplies Store, a retail establishment that operated for several years. The new owners, Sweeneys VII LLC, intend to repurpose the site into a premier discount wine and liquor store. The site is predominantly surrounded by other small-

scale retail and commercial establishments located within commercial plazas along Hallandale Beach Boulevard. Additionally, a Residential zoned area, specifically the Lake Forest Subdivision, lies to the south of the proposed retail site. The surrounding zoning and the proposed use are complementary, aligning with the Town's future growth and redevelopment objectives.

SIGN CODE REQUIREMENTS:

Code Section	Max Allowed	Proposed	Variance
Section 21-24(a) (8) Construction, Maintenance, and Locational Requirements.	Minimum Lot Frontage 100 Feet	75 Feet	25 feet less Lot Frontage
	Maximum Freestanding Sign Height of 25 Feet	27.5 Feet	Exceed the maximum sign height by 2.5 feet.
	1 square foot for every 1 linear foot of main street frontage (75 square feet)	92 square feet	Exceed the maximum allowable sign area by 17 square feet

PROJECT ANALYSIS:

The applicant proposes to reuse the existing freestanding monument sign, which is currently incorporated into the building structure. The request involves changing the face of the non-illuminated sign to display the business name, "Sweeney's Liquors." However, the existing sign has legal nonconforming aspects that the applicant intends to address through the three requested variances.

Sweeney's Liquors has expanded to multiple locations throughout Broward County. The ease of identifying and accessing a site significantly influences customer patronage. Approving the requested sign variances will help Sweeney's Liquors maintain essential branding recognition, which is vital for any commercial establishment. Consequently, this sign variance will support the business's success in the Town.

SPECIFIC VARIANCE CRITERIA SECTION 21-73:

For a variance request to be approved, the Town Council must find that request meet the following criteria:

1. All the information required in an application for a sign permit.
Yes, the applicant submitted all the information required in the application.
2. The variance requested from the provisions of sign code.
Yes, the variances requested are from specific provisions of the sign code.
3. The reason why the variance is desired and the detail of hardship which would result from the denial of same.
The applicant has demonstrated a hardship exists based on the attached applicant's justification statement.

STAFF CONDITIONS OF APPROVAL:

If Approved by the Town Commission, the consultant Town Planner recommends including the following conditions:

1. At time of application for a Building Permit for the sign, the Property Owner shall provide a copy of the Sign Variance Resolution and copies of the final approved plans to the Building Department.
2. Sign variance approval is only for signage matching drawings attached to this application.

ATTACHMENTS:

Application
Justification Statement
Site Plan
Survey



**TOWN OF PEMBROKE PARK
PLANNING & ZONING DIVISION**
3150 SW 52nd Avenue Pembroke Park, Florida 33023
954.966.4600
www.tppfl.gov

MASTER APPLICATION

Consideration of an application type by the Town or issuance of a permit by the Town does not in of itself in any way create a right to obtain a permit from a County, State or Federal Agency. Applicants must comply with all legal requirements and obtain all requisite approvals imposed by County, State and Federal Agencies and the Town bears no legal responsibility for Applicant's failure to do so.

Project Name		Application Type	
Sweeneys Sign variance		Variance Signage	
Owner		Parcel (ID Number)	
Kristina Rassi			
Address		Parcel Size (Acres)	
4200 W Hallandale Bch Blvd			
Description			
application for sign variance			
Code Information		Yes	No
Is this an after-the-fact request? (If yes, attach a copy of any related information)		☐	☐
Is this request the result of a Town code violation? (If yes, attach copy of violation notice)		☐	☐
Has this same or similar request been proposed previously on the property?		☐	☐
Agent			
Name: Kristina Rassi			
Company/Firm: Sweeney's VII			
Address: 4200 West Hallandale Bch Blvd			
City/State/Zip: Pembroke Park, 33023			
Phone: 786-566-1110		Email: 888.DAVID.195@gmail.com	
Signature: [Signature]		Date: 6/5/2024	
This is to certify that I am the agent of this application for the subject property(s) and the statements contained herein are accurate to the best of my knowledge and I will be present at any required hearings to represent this application.			
Property Owner Certification			
This is to certify that I am the owner of the subject property(s) described in this application. By signing this application, I hereby authorize the above signatory to serve as agent for this project. The agent is authorized by me to agree to any and all binding conditions throughout the review of this application. I hereby agree to be bound by any and all conditions, or amendments required by this application.			
Printed of Name of Property Owner: Kristina Rassi			
Signature of Property Owner: [Signature]		Date: 6/5/2024	
State of Florida County of Broward			
Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization.			
this 5th day of June, 2024, by Kristina Rassi (name of person making statement)			
☒ Personally known: OR ☐ Produced Identification, Type _____			
Notary Public Signature: Veselina Ivanova		My Commission Expires:(stamp)	
TOWN USE ONLY			
Submittal Date:		Project Number:	

Sec. 166.033(6), Florida Statutes: Issuance of a development permit or development order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. A municipality shall attach such a disclaimer to the issuance of development permits and shall include a permit condition that all other applicable state or federal permits be obtained before commencement of the development.

Master_App_10-20-22



FREESTANDING SIGN VARIANCE JUSTIFICATION & LETTER OF INTENT
SWEENEY'S LIQUORS
4200 W. HALLANDALE BEACH BOULEVARD
PEMBROKE PARK, FLORIDA
July 14, 2024

Sweeney's Group has purchased the subject property located at 4200 West Hallandale Beach Boulevard. The Sweeney's Group parcel folio number is # 5142300090580. The Zoning District is B-1, Business District, and the property has a Commercial (C) Future Land Use Designation. The previous business was a retail use (Tropical & Marina Fish Aquarium Supplies Store) that had been in existence for many years. Sweeney's Liquors is proposing a change of use to a premier discount wine and liquor store. The new owner would like to reuse the existing freestanding monument sign, which is incorporated into the exiting building structure, and change the copy/ face of the non-illuminated sign to reflect Sweeney's Liquors. However, there are certain aspects of the existing sign which are legal nonconforming and there several sign variances are being sought.

Sweeney's Liquors is primarily adjacent to other small-scale retail and commercial uses, located within commercial plazas along Hallandale Beach Boulevard. Additionally, there is a Residential zoned area (Lake Forest Subdivision) that exists south of the proposed retail use. The surrounding zoning and proposed use are compatible in nature, as they assist with promoting the City's future growth and redevelopment objectives. The applicant contact will be Craig McDonald at (954) 426-5144 or via email: craig@corporatepropertyservices.net.

Sweeney's Liquors has grown to include several locations throughout Broward County. Often, a customer's patronage depends on how easily the site can be identified and easily and safely accessed. Some of the sign requirements in the Pembroke Park Land Development Code will preclude Sweeney's Liquors from providing adequate business identification. Approval of the requested sign variances will enable Sweeney's Liquors to continue to achieve branding recognition for their customers, which is so vital to any commercial establishment. In turn, the project will be able to prosper and be an asset to the Pembroke Park community.



In order to accomplish this, Sweeney's Liquors is seeking relief from the following sign code requirements:

CODE SECTION	REQUIREMENT	ALLOWED	PROPOSED	VARIANCE
Section 21-24 (a) (8) Construction, Maintenance, and Locational Requirements	Any establishment, which has a main street lot frontage of one hundred (100) linear feet or more shall be permitted one 1 freestanding sign. Such sign shall not exceed 25 feet in height or 1 square foot for every 1 linear foot of main street frontage, up to a maximum of 250 square feet in sign area.	Minimum Lot Frontage 100 Feet	Existing Lot Frontage = 75 Feet	To allow the legal existing non-conforming sign with 25 feet less Lot Frontage than code allows
		Maximum Freestanding Sign Height of 25 Feet	Existing Legal Non-Conforming Sign Height = 27.5 Feet	To allow the legal existing non-conforming sign to exceed the maximum sign height by 2.5 Feet
		1 square foot for every 1 linear foot of main street frontage, up to a maximum of 250 square feet in sign area.	Existing Legal Non-Conforming Sign Square Footage = 92 square feet	To allow the legal non-conforming sign to exceed the maximum allowable sign area by 17 square feet



Sweeney's Liquors is requesting to retain and reuse the existing 92 square foot freestanding monument sign on a parcel with less than 100 linear feet of frontage on Hallandale Beach Boulevard. The overall, existing sign height is 27.5 feet. The existing sign is setback approximately 16' from the property line adjacent to the Hallandale Beach Boulevard right-of-way. Hallandale Beach Boulevard, which is a multiple lane roadway, has a speed limit of 40 MPH. Literal application of the sign code would prevent Sweeney's Liquors from providing clear identification of the proposed use. The requested sign variances are minimal in nature and will not compromise the overall functioning of this site or negatively impact other surrounding properties. In fact, the change of face will actually improve the aesthetics of an older sign. Based on Section 21-24(a)(8) Construction, Maintenance, and Location Requirements, the existing sign structure does not comply with the minimum lot frontage, the maximum height and the overall maximum sign area, and the change of face necessitates three variances.

1. **The subject property has unique and special conditions, not applying generally to other properties in the same zoning district, which occasion the necessity for the petitioned variance.** Strict application of the provisions of the zoning ordinance would result in an unnecessary hardship and deprive the Sweeney's reasonable use of the land and building. The existing, legal non-conforming, non-illuminated freestanding sign is structurally incorporated into the existing building and the owner is simply proposing a change of copy. Sweeney's is trying to occupy the existing building and reface the legal non-conforming sign, in order to provide adequate business identification and achieve branding recognition for their customers. The existing building and sign have been in place for a long time and being able to re-use these two structures, without altering them, would make reasonable use in the redevelopment of the subject site. This will promote the City's goal of redevelopment along Hallandale Beach Boulevard.
2. **The variance granted is the minimum variance necessary for the Applicant to make reasonable Use of the property.** The requested sign variance is minimal in nature in terms of the benefits it will provide to the proposed use. Sweeney's Liquors is requesting to be able to retain the existing 92 square foot sign, with 27.5 feet in height. The existing, legal non-conforming, sign change of face is deemed vital for business identification. A variance request to maintain the existing legal nonconformity, even though the site only has 75 linear of frontage, where a minimum of 100 linear feet is required. The maximum sign height allowed is 25 feet and therefore a variance of 2.5 feet is being requested. The allowable maximum sign area is 75 square feet, and therefore a 17 square foot area variance is being request as well. These three variances are the minimum necessary to make reasonable use of the existing sign.



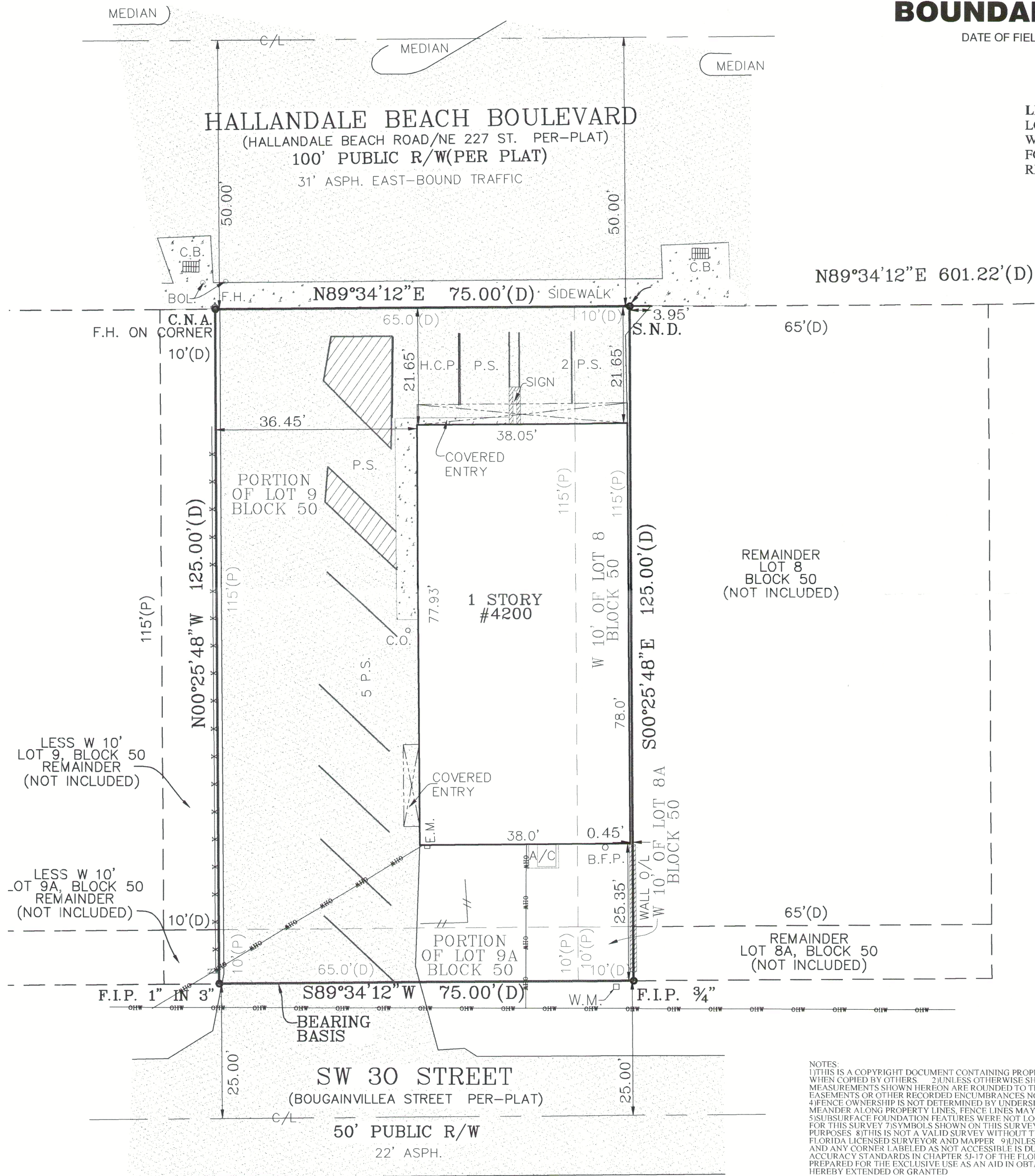
3. **The literal and strict enforcement of the applicable provisions of the Land Use Regulations or other provisions of the City Code would result in undue or unnecessary hardship to the Applicant that would deprive the Applicant of rights commonly enjoyed by the owners of other property in the zoning district.** Literal and strict enforcement of the applicable provisions of the City's sign code would result in undue hardship by preventing Sweeney's Liquors from providing adequate business identification afforded to other property owners in the same zoning district. The proposed Sweeney's is simply trying to occupy the existing building and reface the legal non-conforming sign, in order to provide adequate business identification and achieve branding recognition for their customers. The existing building and sign existed for many years and being able to re-use these two structures, without altering them, other than a change of face would make reasonable use in the redevelopment of the subject site.
4. **The alleged hardship is not self-imposed by the owner, prior owners or by any person having interest in the property.** The alleged hardship is not self-created by Sweeney's as the existing legal non-conforming sign was previously approved by the City. The requested variance is not a mere disregard for or in ignorance of the provisions of the City's sign ordinance. The hardship is caused by the limited signage permitted under the current sign code that prevents Sweeney's Liquors from providing adequate business branding identification.
5. **The Development resulting from the granting of such variance shall be in harmony with the policies embodied with the Comprehensive Plan.** The proposed sign variance request is consistent with the goals, objectives, policies, and intent of the Comprehensive Plan that encourages the redevelopment of Hallandale Beach Boulevard and economic development within the Town of Pembroke Park. The Town encourages new businesses and grant of the variance requests will help to accomplish this goal. Variance approval will enable the proposed redevelopment project to be in harmony with the policies embodied within the Comprehensive Plan.
6. **The granting of such variance shall be consistent with the general purpose and intent of the applicable zoning district regulations governing the property on which approval is granted.** Approval of the proposed sign variance requests will not cause any damage or detriment to persons or adjacent properties, but rather will provide the proposed business with identification and brand recognition that is so vital to the success of a business along this the commercial corridor. Variance approval will be consistent with the general purpose and intent of the applicable zoning district regulations.

MAP OF
BOUNDARY SURVEY

DATE OF FIELD WORK 9/21/2023

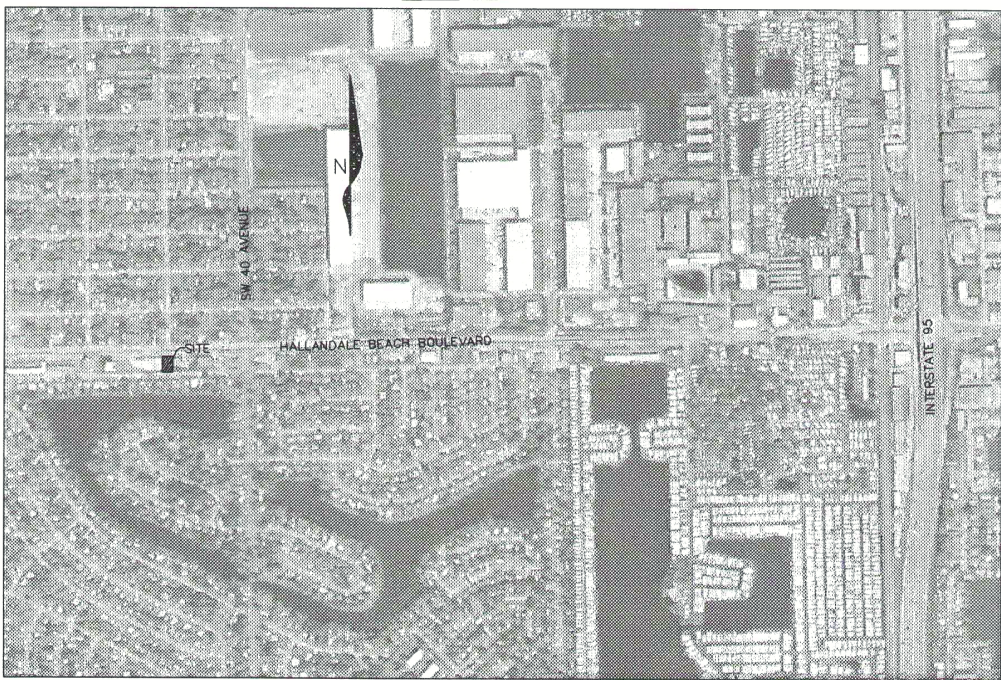
CERTIFIED TO:
JOSEPH CHOPSKI
JOYCE CHOPSKI

PROPERTY ADDRESS:
4200 W HALLANDALE BEACH BOULEVARD
PEMBROKE PARK, FL 33023



LEGAL DESCRIPTION (FROM O.R.B. 11699, PAGE 16):
LOT 9, LESS THE WEST 10 FEET; THE WEST 10 FEET OF LOT 8; LOT 9-A, LESS THE WEST 10 FEET; AND THE WEST 10 FEET OF LOT 8-A IN BLOCK 50 OF A RESUBDIVISION OF A PORTION OF LAKE FOREST, SECTION FOUR, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 43, AT PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

LOCATION MAP
NOT TO SCALE



LEGEND AND ABBREVIATIONS

A/C = AIR CONDITIONER
ASPH. = ASPHALT
B.F.P. = BACK FLOW PREVENTER
B/P = BRICK PAVEMENT
BOL. = BOLLARD
C.B. = CATCH BASIN
C/L = CENTER LINE
C.N.A. = CORNER NOT ACCESSIBLE
C.O. = CLEAN OUT
COL. = COLUMN
CONC. = CONCRETE
(D) = DEED OR RESULT OF DEED
E.F. = END FENCE
E.M. = ELECTRIC METER
F.C. = FENCE CORNER
F.H. = FIRE HYDRANT
F.I.P. = FOUND IRON PIPE
F.I.R. = FOUND IRON ROD
H.C.P. = HANDICAP PARKING SPACE
IRR. = IRRIGATION EQUIPMENT
L.P. = LIGHT POLE
O/L = ON-LINE
O.R.B. = OFFICIAL RECORDS BOOK
(P) = PLAT
P.B. = PLAT BOOK
PG. = PAGE
PL. = PLANTER
P.S. = PARKING SPACE
R = RADIUS
R/W = RIGHT-OF-WAY
S.I.R. = SET 5/8" IRON ROD LB7689
S.N.D. = SET NAIL AND DISC LB7689
TELE. = TELECOMMUNICATIONS UTILITY
TYP. = TYPICAL
U.E. = UTILITY EASEMENT
W.M. = WATER METER
W.U.P. = WOOD UTILITY POLE
W.V.R. = WATER VALVE RISER

ASPHALT = [Symbol]
CONCRETE = [Symbol]
WALL OR COLUMN STRUCTURE = [Symbol]
CHAIN LINK FENCE = [Symbol]
ROOFED OR OVERHANG = [Symbol]
OVERHEAD WIRE = [Symbol]
PLASTIC FENCE = [Symbol]
WOOD FENCE = [Symbol]

NOTES:
1) THIS IS A COPYRIGHT DOCUMENT CONTAINING PROPRIETARY INFORMATION AND IS NOT WARRANTED BY THE SIGNING SURVEYOR WHEN COPIED BY OTHERS. 2) UNLESS OTHERWISE SHOWN HEREON RECORD AND MEASURED CALLS ARE IN SUBSTANTIAL AGREEMENT. MEASUREMENTS SHOWN HEREON ARE ROUNDED TO THE NEAREST 0.05'. 3) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT ON THE PLAT AND THE SAME, IF ANY, MAY NOT BE SHOWN ON THIS SKETCH. 4) IF FENCE OWNERSHIP IS NOT DETERMINED BY UNDERSIGNED, FENCE LINES ARE TAKEN TO THE CENTER OF THE FENCE. FENCE LINES MAY MEANDER ALONG PROPERTY LINES. FENCE LINES MAY BE SHOWN EXAGGERATED TO BETTER ILLUSTRATE WHERE THEY ARE LOCATED. 5) SUBSURFACE FOUNDATION FEATURES WERE NOT LOCATED FOR THIS SURVEY. 6) SUBSURFACE UTILITY FEATURES WERE NOT LOCATED FOR THIS SURVEY. 7) SYMBOLS SHOWN ON THIS SURVEY MAY NOT BE DRAWN TO SCALE AND ARE SHOWN THIS WAY FOR ILLUSTRATIVE PURPOSES. 8) THIS IS NOT A VALID SURVEY WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL (UNLESS DIGITALLY SIGNED), OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 9) UNLESS OTHERWISE SHOWN HEREON FOUND MONUMENTATION HAS NO IDENTIFICATION AND ANY CORNER LABELED AS NOT ACCESSIBLE IS DUE TO FENCING OR LANDSCAPING. 10) THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS IN CHAPTER 51-17 OF THE FLORIDA ADMINISTRATIVE CODE, SUBCHAPTER 17 IN 7.500. 11) THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE AS AN AID IN OBTAINING TITLE INSURANCE FOR THE CERTIFIED HEREON. NO OTHER WARRANTIES ARE HEREBY EXTENDED OR GRANTED.

9/21/23
HENRY A. JOHNSTON P.L.S.#6843
JOHNSTON & JOHNSTON LAND SURVEYING SERVICES LB#7689
7777 DAVE ROAD EXT. #302A-7
DAVE, FL 33024
PHONE: 954-266-9516
WEB: WWW.JJSURVEYING.COM



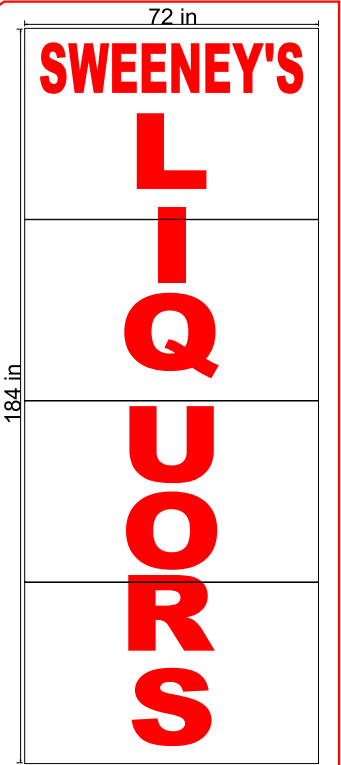
ELEVATION: NORTH ELEVATION

Change of faces on existing monuemnt sign

■ RED 3M Vinyl Letter FACE
TOTAL SIGN 92 SQFT



CHANGE OF FACES



DRAWN BY:



715 NW 20th AVE.
FT. LAUDERDALE FL. 33311
954.921.6362
SIGNDSIGN@GMAIL.COM

LIC# ES12002152
UL FILE # 500784

Client:
SWEENEY'S

Project Name:
Sweeney's Liquors

Job Address:
4200 W HALLANDALE BEACH BOULEVARD,
PEMBROKE PARK FL 33023

Elevation:
NORTH ELEVATION

 This sign is intended to be installed in accordance with the requirements of article 600 of the national electrical code and/or applicable local codes. This includes proper grounding and bonding of the sign. The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

ENGINEER INFO & SEAL

PRIMARIES AND FINAL CONNECTIONS TO SIGN BY:

CERTIFIED ELETRICIAN

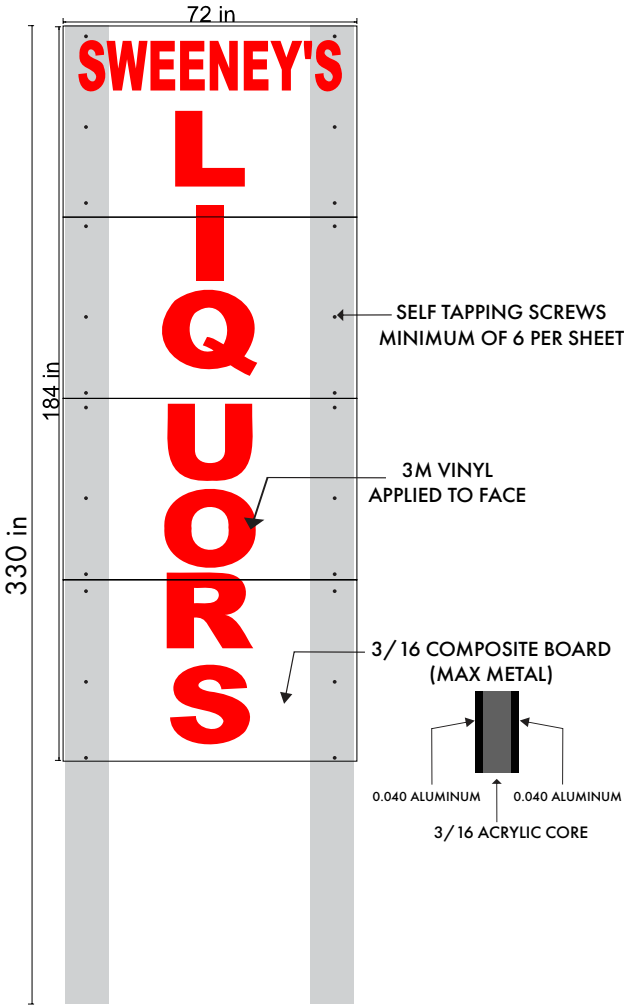
Note: All drawing in this form is the property of 95 Signs & Awnings. It is not to be reproduced, copied, or exhibited in any fashion without written consent from 95 Signs & Awnings. Charges of up to \$2000.00 will be assessed for any mis-use of these drawings. Computer generated colors are not a true match to any PMS, vinyl or paint. Rendering show is for concept only. Actual scale and placement show are approximate.

ELEVATION: NORTH ELEVATION

PERMIT NUMBER AFFIX TO THE SIGN AS PER FBC 3108.1.4

EXCEPTION:
Reception parts of a sign outline lighting system only supplied by a remote class 2 power supply shall not be required to be bonded to an equipotent grounding conductor.

CHANGE OF FACES



TOTAL SIGN 165 SQFT

DRAWN BY:



715 NW 20th AVE.
FT. LAUDERDALE FL. 33311
954.921.6362
SIGNDSIGN@GMAIL.COM

LIC# ES12002152

UL FILE # 500784

Client:

SWEENEY'S

Project Name:

Sweeney's Liquors

Job Address:

4200 W HALLANDALE BEACH BOULEVARD,
PEMBROKE PARK FL 33023

Elevation:

NORTH ELEVATION



This sign is intended to be installed in accordance with the requirements of article 600 of the national electrical code and/or applicable local codes. This includes proper grounding and bonding of the sign.
The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

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Computer generated colors are not a true match to any PMS, vinyl or paint. Rendering show is for concept only. Actual scale and placement show are approximate.

RESOLUTION NO. 2024-015

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING SIGN VARIANCE APPLICATION NO. 24-SV-03, ATTACHED HERETO AS EXHIBIT “A,” AND GRANTING THE SIGN VARIANCE FOR THE PROPERTY GENERALLY LOCATED AT 4200 W. HALLANDALE BEACH BOULEVARD, PEMBROKE PARK, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Craig McDonald (Corporate Property Services), agent for Sweeney’s VII, LLC (the “Owner”), the owner of the property generally located at 4200 W. Hallandale Beach Blvd, Pembroke Park, Florida (collectively, the “Applicant”) has applied for a sign variance pursuant to Chapter 21, Division 4 of the Town of Pembroke Park (“Town”) code, the application is attached hereto and incorporated herein as Exhibit “A;” and

WHEREAS, §21-72 of the Town Code provides that a variance may be granted whenever the enforcement of the applicable Town code results in an undue hardship upon a party and does not endanger the health, safety, and welfare of the resident of the Town; and

WHEREAS, §21-73 of the Town code provides that the application for a variance shall contain all the information required in a sign permit, the variance requested, and the reasons why the variance is desired and the details of the resulting hardship; and

WHEREAS, the Applicant has complied with Sections 21-72 and 21-73 of the Town Code by submittal of a letter to the Town, attached hereto as Exhibit “B,” demonstrating that enforcement of the requirements of Chapter 21 of the Code would result in an undue hardship upon the Owner; and

WHEREAS, the Town Commission considered the Application, through a presentation of the Town’s professional consultant at its _____ commission workshop; and

WHEREAS, the Town Commission held a public hearing and considered the input of the public; and,

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida, finds the Applicant’s variance application, attached hereto and incorporated herein as **Exhibit “A,”** is sufficient and that the enforcement of the applicable Town code results in an undue hardship upon the applicant and does not endanger the health, safety, and welfare of the resident 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 approves and authorizes Sweeney VII, LLC’s variance Application No. 24-SV-03 for the property generally located at 4200 W. Hallandale Beach Blvd, Pembroke Park, Florida, attached hereto and incorporated herein as **Exhibit “A.”** The Town Commission further finds that the enforcement of the applicable Town code results in an undue hardship upon the applicant, and variances do not endanger the health, safety, and welfare of the resident of the Town.

Section 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

{00616166.1 3399-0000000 }

Section 4. 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 5. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney



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

Agenda Request

Meeting Date:	August 28, 2024
Subject:	Parking Reduction 24-PR-01 Sweeney's
Initiated by:	☐ Town Commission ☐ Town Attorney ☒ Town Manager / Staff
Prepared by:	Name & Title: Michael Vonder Meulen, AICP Town Planner
Reviewed by:	Name & Title: Jacob G. Horowitz, Town Attorney
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Application, Justification Statement, Site Plan, Survey, Staff Report & Resolution
Fiscal Impact:	NA
Policy Question(s) for Commission Considerations:	Street safety improvements and landscape frontage improvements vs loss of one parking space
Summary:	See Memo
Background:	See Memo
Discussion/Analysis:	The removal of backout parking into an arterial roadway is a huge safety improvement. This improvement with the addition of frontage landscape area is an enhancement to the corridor.
Options:	Approved, denied or tabled.
Advantages:	Overall project provides safety improvement and landscape areas on roadway.
Disadvantages:	Backout parking remains on site and no additional landscaping.
Possible action:	Approved with conditions outlined in staff report
Advantages:	Project moves forward and overall site improvements.
Disadvantages:	Property will not be improved.
Staff Recommendations:	Approved with staff conditions
Additional Action Needed:	Planning and Zoning Board recommended approval

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



TO: Mayor & Town Commissioners
Town of Pembroke Park

THRU: Chandler Williamson, Town Manager

FROM: Mike Vonder Meulen, AICP, Consultant Town Planner, KEITH

DATE: August 13, 2024

SUBJECT: Parking Reduction Application No. 24-PR-01
4200 W Hallandale Beach Blvd, Pembroke Park, FL
Sweeney's Liquor Store

APPLICANT: Sweeneys VII LLC (Owner)/ Craig McDonald, Corporate Property Services
(Agent)

REQUEST:

The applicant is requesting a parking reduction approval to reduce parking from the required 10 spaces to 9 spaces.

RECOMMENDED ACTION:

The Consultant Town Planner recommends approval of the proposed parking reduction.

SITE DATA:

ADDRESS:	4200 W. Hallandale Beach Blvd
FOLIO:	514230090580
PARCEL SIZE:	0.22 Acres
EXISTING USE:	Retail- Liquor Store
ZONING:	Business District (B-1)
FUTURE LAND USE:	Commercial (C)

ADJACENT PROPERTY DESCRIPTION:

NORTH: City of West Park

EAST: B-1

SOUTH: RS-4

WEST: B-1

PROJECT BACKGROUND:

The site formerly housed Tropical & Marina Fish Aquarium Supplies Store, a retail establishment that operated for several years. The new owners, Sweeney's Liquors, intend to repurpose the site into a premier discount wine and liquor store.

The site is predominantly surrounded by other small-scale retail and commercial establishments located within commercial plazas along Hallandale Beach Boulevard. Additionally, a Residential zoned area, specifically the Lake Forest Subdivision, lies to the south of the proposed retail site. The surrounding zoning and the proposed use are complementary, aligning with the Town's future growth and redevelopment objectives.

PARKING CODE REQUIREMENT:

CODE SECTION	REQUIREMENT	REQUIRED	PROPOSED	PARKING REDUCTION
Section 28-301(a)(5) Minimum requirements	Commercial: One (1) parking space for every three hundred square feet of floor area contained within such building with a minimum of one (1) space for each separate unit or bay contained within such building. In addition, one parking space must be provided for every four (4) persons employed or intended to be	10 parking spaces	9 parking spaces	1 parking space

PROJECT ANALYSIS:

Sweeney's Liquors plans to convert the existing building into a liquor store, necessitating a parking reduction of one space. To ensure safe vehicular circulation on-site and off-site, Sweeney's has collaborated with the Consultant Town Planner to revise the site layout. This modification involves the removal of three (3) regular parking spaces and one (1) handicapped space in front of the building, which currently require vehicles to back out onto Hallandale Beach Boulevard (an FDOT roadway). Eliminating the back-out parking onto the FDOT right-of-way enhances the safety of pedestrians and vehicles on Hallandale Beach Blvd. These spaces will be replaced with decorative pavers and landscaping to enhance the frontage along Hallandale Beach Boulevard.

The revised site plan includes:

- An ADA-compliant connection to the public sidewalk.
- A 9'-8" pedestrian sidewalk in front of the building.
- 403 square feet of new landscaping on each side of the ADA sidewalk.
- One 90-degree code-compliant ADA parking space near the front door.

- Eight 60-degree code-compliant parking spaces along the west side of the building.

All proposed improvements adhere to current code requirements, enhancing the site's safety and layout. To achieve this, Sweeney's Liquors is requesting a reduction in the parking requirement from the standard set by Section 28-301(a)(5) of the zoning code.

RECOMMENDATION:

The Planning and Zoning is anticipated to review the application prior to the September 11, 2024, Town Commission meeting. Their recommendation will be forwarded to the Commission. The Consultant Town Planner recommends approval of the Parking Reduction with the following conditions:

1. If a written complaint is filed by an aggrieved party negatively impacted by the parking reduction, the Town Commission may elect to hold a public hearing on the issue and may modify or add operational conditions or revoke the parking reduction approval.
2. A recordable covenant reflecting the reduced parking approval, with the legal description, shall be submitted by the owners of the property in a form acceptable to the Town Attorney. The covenant shall be recorded by the Town at the applicant's expense and shall run with the land. The covenant shall provide that the uses that justified the reduced parking requirement shall not be changed in any way without the Town's prior written approval upon submission of an updated study justifying an alternative number of parking spaces, unless additional parking is provided for the changed uses no longer requiring a parking reduction. The covenant shall also provide that the Town may collect costs and attorney fees if litigation is necessary to enforce it.
3. Parking on any right-of-way in this area to access business shall be prohibited in its entirety.

ATTACHMENTS:

Application
Justification Statement
Site Plan
Survey

PR

APPLICATION FOR PARKING REDUCTION



Date: 6-5-2024
Case No: _____

Filing Fees: Refer to Development Application Fee Schedule.

Amount Paid _____ Date _____ ☐ Hearing Examiner ☐ Town Commission ☐ Other

Petitioner / Applicant: Kristina Rassi
Address: 4200 W Hallandale Blvd City: Pembroke Park
Phone: 786-566-1110 Fax: _____ E-mail: 888.DAVID195@gmail.com
Petitioner's Relation to Subject Property: owner
If Petitioner is not Owner, Name of Owner: _____
Address of Owner: _____ City: _____
Signature of Petitioner: [Signature]

Address of Property Subject to the Requested Parking Reduction: 4200 W Hallandale Blvd, Pembroke Park 33023

Legal Description of Property (Plat Book/Page or Metes and Bounds):

Site Plan (Provide Plan): See Booklet

Parking Reduction Request: one less parking spot due to added greenery

Parking Study Completed By: _____

OWNER / AGENT CERTIFICATE:

This is to certify that I am the owner / agent of the subject lands described above in the Application for Zoning Variance, and that all information supplied herein is true and correct to the best of my knowledge. By signing this application, owner / agent specifically agrees to allow access to described property at reasonable times by Town personnel for the purpose of verification of information provided by owner/agent.

Signature of owner/agent: [Signature] Sworn to and subscribed before me this 5th day of June, 2024, by physical presence.

☒ He/She is personally known to me or

☐ He/She has presented _____ as identification.

Signature of Notary Public: Veselina Ivanova
Type or Print Name: Veselina Ivanova



FOR STAFF USE ONLY

Hearing Examiner Action Date: _____ () Approved () Denied () Approved with conditions

Town Commission Date: _____ () Approved () Denied () Approved with conditions



**PARKING REDUCTION JUSTIFICATION
SWEENEY'S LIQUORS
4200 HALLANDALE BEACH BOULEVARD
PEMBROKE PARK, FLORIDA
July 15, 2024**

Sweeney's Group has purchased the subject property located at 4200 West Hallandale Beach Boulevard. The Sweeney's Group parcel folio number is # 5142 30 09 0580. The Zoning District is B-1, Business District, and the property has a Commercial (C) Future Land Use Designation. The previous business was a retail use (Tropical & Marina Fish Aquarium Supplies Store) that had been in existence for many years. Sweeney's Liquors is proposing a change of use to a premier discount wine and liquor store.

Sweeney's Liquors is located primarily adjacent to other small-scale retail and commercial uses, within commercial plazas along Hallandale Beach Boulevard. Additionally, there is a Residential zoned area (Lake Forest Subdivision) that exists south of the proposed retail use. The surrounding zoning and proposed use are compatible in nature, as they assist with promoting the Town's future growth and redevelopment objectives. The applicant contact will be Craig McDonald at (954) 426-5144 or via email: craig@corporatepropertyservices.net.

The existing building will be converted to a liquor store and will require a parking reduction of one parking space. In an effort to create safe on-site and off-site vehicular circulation, Sweeney's has worked with the Planning and Zoning Staff to modify the existing site layout and eliminate the three regular parking spaces and the one handicapped space in front of the building, which must back out onto Hallandale Beach Boulevard, in order to exit the site. Decorative pedestrian pavers and landscaping have replaced the four eliminated parking spaces, in order to enhance the frontage adjacent to Hallandale Beach Boulevard. An ADA connection to the public sidewalk has been designed, along with an 9'- 8" pedestrian sidewalk in front of the building. 403 square feet of landscaping will be installed in two areas, on each side of the ADA sidewalk. One 90-degree code compliant ADA parking space will be constructed closest to the front door, while eight 60-degree code compliant parking spaces will be constructed along the west side of the building. All of the proposed improvements will comply with current code requirements, and will enhance the layout, while making it much safer to enter and exit the parcel.



In order to accomplish this, Sweeney's Liquors is seeking a parking reduction from the following parking code requirement:

CODE SECTION	REQUIREMENT	REQUIRED	PROPOSED	PARKING REDUCTION
Section 28-301(a)(5) Minimum requirements	Commercial: One (1) parking space for every three hundred square feet of floor area contained within such building with a minimum of one (1) space for each separate unit or bay contained within such building. In addition, one parking space must be provided for every four (4) persons employed or intended to be	10 parking spaces	9 parking spaces	1 parking space



Based on Section 28-301.2(d) an applicant must show that the request meets the following criteria and the Town Commission shall consider the application for parking reduction based on the criteria provided as follows. Per Section 28-301.2(d) the following criteria and justifications are provided:

1. Concurrency requirements, as provided in Chapters 13.5 and 20.

Response: The proposed request is for a parking reduction of one parking space, which complies with all Concurrency requirements in Chapters 13.5 and 20.

2. The use, site, structure or any combination of same, evidences and characteristics which support a determination that the need for parking for the development is less than that required by the Zoning Code for similar uses.

Response: The parking reduction is a result of implementing a life safety improvement to an established site layout, which currently operates with back out parking onto a major right-of-way. Based on existing Sweeney's developments and their average customer base, nine on-site parking spaces is more than adequate to operate efficiently and entertain a typical customer demand at one time.

3. If the application is based on two (2) or more different users sharing the same parking spaces at different hours, that the peak hour (s) for each use will be at different hours.

Response: The proposed Sweeney's will operate as a single commercial use and the proposed nine parking spaces will be more than sufficient to meet the maximum customer parking demand.

4. If the application is based on two or more different users sharing the same parking spaces at the same time because one use derives a portion of its customers as walk-in traffic from the other use, that the two (2) or more uses will share the same users.

Response: The proposed Sweeney's will operate as a single commercial use and the proposed nine parking spaces will be more than sufficient to meet the maximum customer parking demand.



- 5. Restrictions will be placed on the use of the property or actions will be taken such as providing company vans for car pooling of employees and patrons or consistent use of mass transit will reduce the need for required parking and there are sufficient safeguards to ensure the restrictions, action or both, will take place.**

Response: No restrictions will need to be placed on the property, as the proposed Sweeney's will only require one employee to operate the store. Residents to the south can actually walk to the establishment. Vans for car pooling or mass transit will not be required for the proposed liquor store use.

- 6. Any combination of subsections 5. (a) through (e)**

Response: The proposed Sweeney's complies with all subsections 5 (a) through (e) and should be granted the one parking space reduction.

- 7. In addition to the criteria provided above, that any alternative parking arrangement proposed will be adequate to meet the need of the use of parking will serve and that reducing the required parking will be compatible with and not adversely impact the character and integrity of surrounding properties.**

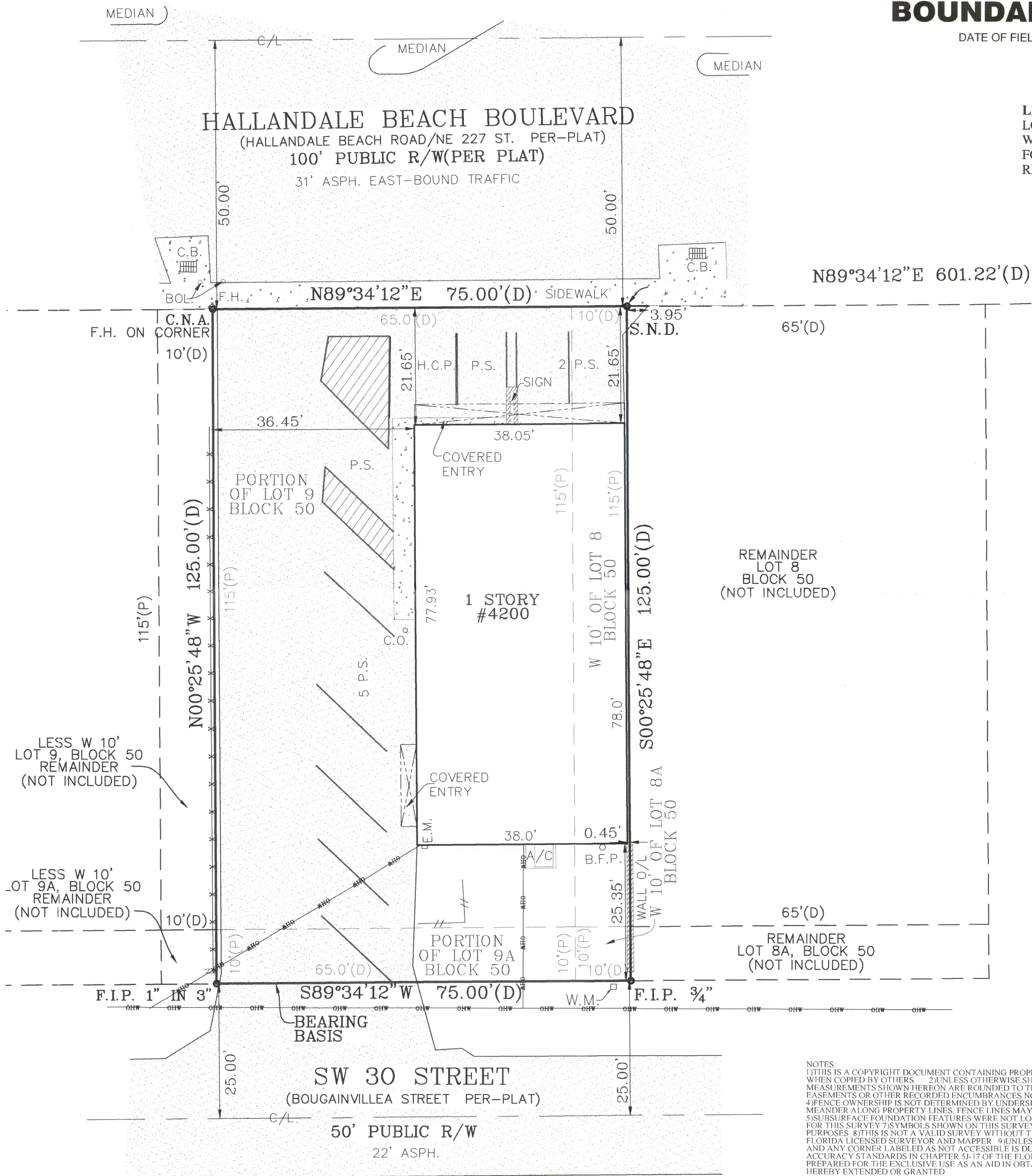
Response: Sweeney's Liquors is requesting a reduction of one parking space, in order to provide safe on-site and off-site circulation, by eliminating the back out parking onto Hallandale Beach Boulevard. The requested parking reduction is minimal in nature and benefits the project by improving life safety concerns and providing additional greenspace to enhance the site. The alternative parking arrangement will be adequate to meet the parking demand of the liquor store use. The one space deficiency will still be compatible with and not adversely impact the character and integrity of surrounding properties. Granting of the parking reduction will be in harmony with the policies embodied within the Town's Comprehensive Plan.

MAP OF
BOUNDARY SURVEY

DATE OF FIELD WORK 9/21/2023

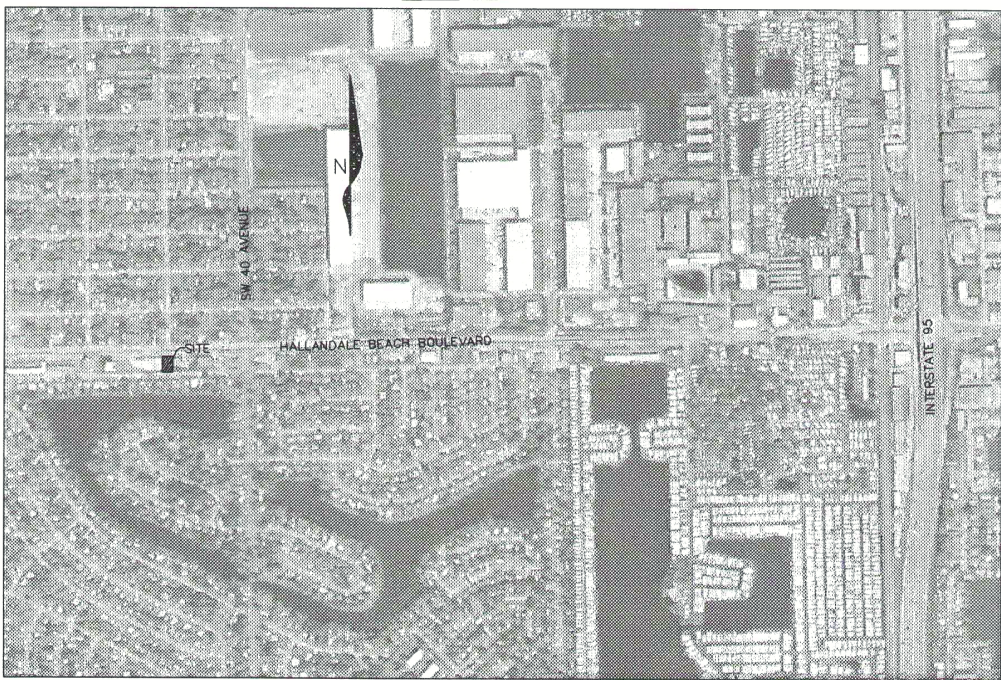
CERTIFIED TO:
JOSEPH CHOPSKI
JOYCE CHOPSKI

PROPERTY ADDRESS:
4200 W HALLANDALE BEACH BOULEVARD
PEMBROKE PARK, FL 33023



LEGAL DESCRIPTION (FROM O.R.B. 11699, PAGE 16):
LOT 9, LESS THE WEST 10 FEET; THE WEST 10 FEET OF LOT 8; LOT 9-A, LESS THE WEST 10 FEET; AND THE WEST 10 FEET OF LOT 8-A IN BLOCK 50 OF A RESUBDIVISION OF A PORTION OF LAKE FOREST, SECTION FOUR, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 43, AT PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

LOCATION MAP
NOT TO SCALE



LEGEND AND ABBREVIATIONS

A/C = AIR CONDITIONER
ASPH. = ASPHALT
B.F.P. = BACK FLOW PREVENTER
B/P = BRICK PAVEMENT
BOL. = BOLLARD
C.B. = CATCH BASIN
C/L = CENTER LINE
C.N.A. = CORNER NOT ACCESSIBLE
C.O. = CLEAN OUT
COL. = COLUMN
CONC. = CONCRETE
(D) = DEED OR RESULT OF DEED
E.F. = END FENCE
E.M. = ELECTRIC METER
F.C. = FENCE CORNER
F.H. = FIRE HYDRANT
F.I.P. = FOUND IRON PIPE
F.I.R. = FOUND IRON ROD
H.C.P. = HANDICAP PARKING SPACE
IRR. = IRRIGATION EQUIPMENT
L.P. = LIGHT POLE
O/L = ON-LINE
O.R.B. = OFFICIAL RECORDS BOOK
(P) = PLAT
P.B. = PLAT BOOK
PG. = PAGE
PL. = PLANTER
P.S. = PARKING SPACE
R = RADIUS
R/W = RIGHT-OF-WAY
S.I.R. = SET 5/8" IRON ROD LB7689
S.N.D. = SET NAIL AND DISC LB7689
TELE. = TELECOMMUNICATIONS UTILITY
TYP. = TYPICAL
U.E. = UTILITY EASEMENT
W.M. = WATER METER
W.U.P. = WOOD UTILITY POLE
W.V.R. = WATER VALVE RISER

ASPHALT = [Symbol]
CONCRETE = [Symbol]
WALL OR COLUMN STRUCTURE = [Symbol]
CHAIN LINK FENCE = [Symbol]
ROOFED OR OVERHANG = [Symbol]
OVERHEAD WIRE = [Symbol]
PLASTIC FENCE = [Symbol]
WOOD FENCE = [Symbol]

NOTES:
1) THIS IS A COPYRIGHT DOCUMENT CONTAINING PROPRIETARY INFORMATION AND IS NOT WARRANTED BY THE SIGNING SURVEYOR WHEN COPIED BY OTHERS. 2) UNLESS OTHERWISE SHOWN HEREON RECORD AND MEASURED CALLS ARE IN SUBSTANTIAL AGREEMENT. MEASUREMENTS SHOWN HEREON ARE ROUNDED TO THE NEAREST 0.05'. 3) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT ON THE PLAT AND THE SAME, IF ANY, MAY NOT BE SHOWN ON THIS SKETCH. 4) IF FENCE OWNERSHIP IS NOT DETERMINED BY UNDERSIGNED, FENCE LINES ARE TAKEN TO THE CENTER OF THE FENCE. FENCE LINES MAY MEANDER ALONG PROPERTY LINES. FENCE LINES MAY BE SHOWN EXAGGERATED TO BETTER ILLUSTRATE WHERE THEY ARE LOCATED. 5) SUBSURFACE FOUNDATION FEATURES WERE NOT LOCATED FOR THIS SURVEY. 6) SUBSURFACE UTILITY FEATURES WERE NOT LOCATED FOR THIS SURVEY. 7) SYMBOLS SHOWN ON THIS SURVEY MAY NOT BE DRAWN TO SCALE AND ARE SHOWN THIS WAY FOR ILLUSTRATIVE PURPOSES. 8) THIS IS NOT A VALID SURVEY WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL (UNLESS DIGITALLY SIGNED), OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 9) UNLESS OTHERWISE SHOWN HEREON FOUND MONUMENTATION HAS NO IDENTIFICATION AND ANY CORNER LABELED AS NOT ACCESSIBLE IS DUE TO FENCING OR LANDSCAPING. 10) THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS IN CHAPTER 51-17 OF THE FLORIDA ADMINISTRATIVE CODE, SUBCHAPTER 17 IN 7.500. 11) THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE AS AN AID IN OBTAINING TITLE INSURANCE FOR THE CERTIFIED HEREON. NO OTHER WARRANTIES ARE HEREBY EXTENDED OR GRANTED.

9/21/23
HENRY A. JOHNSTON P.L.S. #6843
JOHNSTON & JOHNSTON LAND SURVEYING SERVICES LB#7689
7777 DAVE ROAD EXT. #302A-7
DAVE, FL 33024
PHONE: 954-266-9516
WEB: WWW.JJSURVEYING.COM



RESOLUTION NO. 2024-____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PARKING REDUCTION APPLICATION NO. 24-PR-01, ATTACHED HERETO AS EXHIBIT “A,” SUBMITTED BY SWEENEYS VII LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR CERTAIN REAL PROPERTY LOCATED IN LAKE FOREST SEC 4 RESUB POR 43-45 B LOT 8 W 10,8A W 10,9 LESS W 10, 9A LESS W 10 BLK 50, 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.

WHEREAS, SWEENEY’S VII LLC, a Florida limited company, (“Applicant”) has submitted Parking Reduction Application No. 24-PR-01 (the “Application”) for Parking Reduction to the Town of Pembroke Park requesting a waiver from the parking space requirements of Section 28-301(a)(5), Pembroke Park Code of Ordinances, to allow for a reduction in the required number of parking spaces from 10 parking spaces to 9 parking spaces for certain real property located in Pembroke Park, Florida as more fully described in Section 1 hereof (“Subject Property”); and

WHEREAS, the Town of Pembroke Park Planning and Zoning Board reviewed the Application for Parking Reduction at their meeting held on September 5, 2024, and recommended approval of the reduction in the number of required parking spaces from 10 parking spaces to 9 parking spaces subject to the conditions cited by Consultant Planner Michael Vonder Meulen/KEITH which are incorporated in Section 2 of this Resolution; and

WHEREAS, the Pembroke Park Town Commission reviewed the Application for Parking Reduction, the information presented at the Planning and Zoning Board meeting, and the

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presentation of the Consultant Planner who explained the basis of the parking spaces reduction application at their meeting on September 11, 2024; and

WHEREAS, all interested parties were provided an opportunity by the Pembroke Park Town Commission to comment on the proposed parking space reduction request at the September 11, 2024, Town Commission meeting; and

WHEREAS, the Pembroke Park Town Commission having reviewed the evidence presented, has determined that the Applicant has met the criteria required by Section 28-301.2, Pembroke Park Code of Ordinances, and that the Application for Parking Reduction may be approved.

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

Section 1: That the Application for Parking Reduction of SWEENEYS VII LLC, a Florida limited liability company, for a waiver from the requirements of Section 28-301, Pembroke Park Code of Ordinances, to allow for a reduction in the required parking spaces from 10 parking spaces to 9 parking spaces for the real property legally described as follows:

LAKE FOREST SEC 4 RESUB POR 43-45 B LOT 8 W 10,8A W 10,9 LESS W 10, 9A
LESS W 10 BLK 50

be and the same is hereby approved.

Section 2: That the approval of the Parking Reduction for Sweeneys VII LLC is subject to the following development conditions, to wit:

1. If a written complaint is filed by an aggrieved party negatively impacted by the parking reduction, the Town Commission may elect to hold a public hearing on the issue and may modify or add operational conditions or revoke the parking reduction approval.
2. A recordable covenant reflecting the reduced parking approval, with the legal description, shall be submitted by the owners of the property in a form acceptable to the Town Attorney. The covenant shall be recorded by the Town at the applicant's expense and shall run with

{00616190.1 3399-0000000 }

the land. The covenant shall provide that the uses that justified the reduced parking requirement shall not be changed in any way without the Town's prior written approval upon submission of an updated study justifying an alternative number of parking spaces, unless additional parking is provided for the changed uses no longer requiring a parking reduction. The covenant shall also provide that the Town may collect costs and attorney fees if litigation is necessary to enforce it.

3. Parking on any right-of-way in this area to access business shall be prohibited in its entirety.

Section 3: That this Resolution approving the Parking Reduction Application for the Applicant shall serve as the Parking Reduction Order described in Section 28-301(a)(5), Pembroke Park Code of Ordinances, and the Clerk -Commissioner is directed to record a certified copy of this Resolution in the public records of Broward County, Florida.

Section 4: 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 5: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

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

PASSED AND ADOPTED this ____ day of _____, 2024.

MAYOR ASHIRA MOHAMMED

ATTEST:

CLERK-COMMISSIONER HODGKINS

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney

{00616190.1 3399-000000 }

EXHIBIT "A"

PR	APPLICATION FOR PARKING REDUCTION
----	-----------------------------------



Date: 6-5-2024
Case No: _____

Filing Fees: Refer to Development Application Fee Schedule.

Amount Paid _____ Date _____ ☐ Hearing Examiner ☐ Town Commission ☐ Other

Petitioner / Applicant: Kristina Rassi
Address: 4200 W Hallandale Blvd City: Pembroke Park
Phone: 786-566-1110 Fax: _____ E-mail: 888.DAVID195@gmail.com
Petitioner's Relation to Subject Property: owner
If Petitioner is not Owner, Name of Owner: _____
Address of Owner: _____ City: _____
Signature of Petitioner: [Signature]

Address of Property Subject to the Requested Parking Reduction: 4200 W Hallandale Blvd, Pembroke Park 33023

Legal Description of Property (Plat Book/Page or Metes and Bounds):

Site Plan (Provide Plan): See Booklet

Parking Reduction Request: one less parking spot due to added greenery

Parking Study Completed By: _____

OWNER / AGENT CERTIFICATE:

This is to certify that I am the owner / agent of the subject lands described above in the Application for Zoning Variance, and that all information supplied herein is true and correct to the best of my knowledge. By signing this application, owner / agent specifically agrees to allow access to described property at reasonable times by Town personnel for the purpose of verification of information provided by owner/agent.

Signature of owner/agent: [Signature] Sworn to and subscribed before me this 5th day of June, 2024, by physical presence.

☒ He/She is personally known to me or

☐ He/She has presented _____ as identification.

Signature of Notary Public: Veselina Ivanova
Type or Print Name: Veselina Ivanova



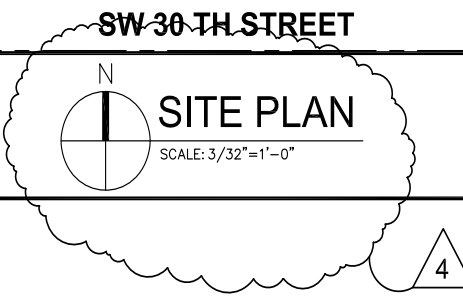
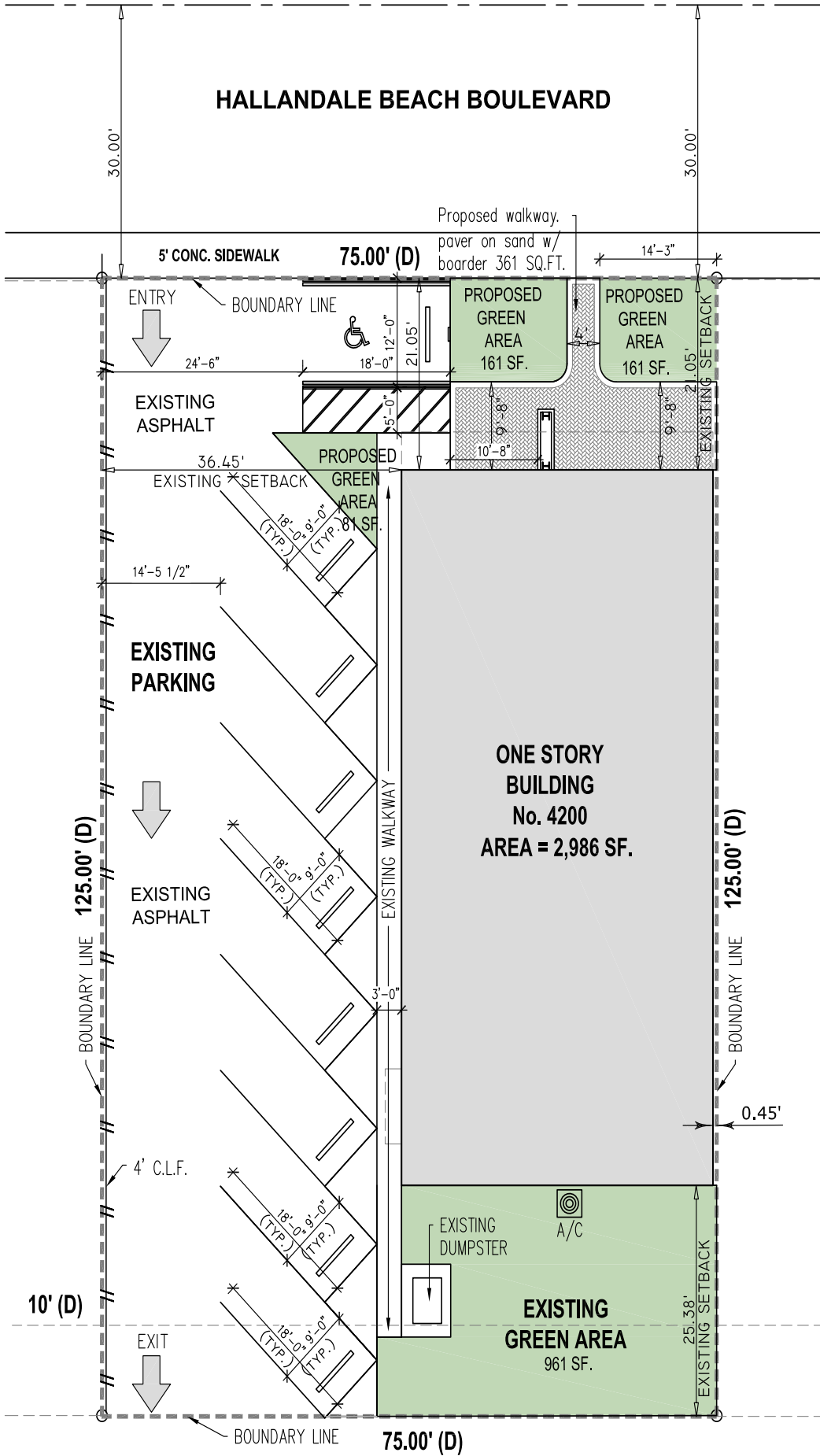
FOR STAFF USE ONLY

Hearing Examiner Action Date: _____ () Approved () Denied () Approved with conditions

Town Commission Date: _____ () Approved () Denied () Approved with conditions

GENERAL NOTES:

- THE DRAWINGS AND NOTES COMPLY, TO THE BEST OF OUR KNOWLEDGE WITH THE APPLICABLE MINIMUM BUILDING CODE.
- THE CONTRACTOR SHALL SUBMIT A COMPLETE CONSTRUCTION SCHEDULE TO THE OWNER, WHICH COORDINATES ALL WORK WITH SUPPLIERS, SUB-CONTRACTORS AND SPECIALTY CONTRACTORS WITH THE FINAL BID.
- ALL WORK SHALL COMPLY WITH THE PROVISIONS OF THE LOCAL BUILDING CODE AND ALL APPLICABLE ORDINANCES AND PROVISIONS.
- THE ARCHITECT AND ENGINEER DO NOT HAVE CONTROL OR CHARGE OF, AND SHALL NOT BE HELD RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTOR OR ANY OTHER PERSONS PERFORMING WORK OR FAILURE OF ANY OF THEM TO CARRY OUT WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- EACH CONTRACTOR & SUBCONTRACTOR SHALL CARRY PUBLIC LIABILITY, PROPERTY DAMAGE AND WORKMAN'S COMPENSATION INSURANCE AND SHALL PROVIDE OWNER WITH A VALID CERTIFICATE.
- ALL CONTRACTORS SHALL PROTECT THE WORK OF OTHER TRADES. ANY & ALL CONFLICTS BETWEEN TRADES ARE TO BE COORDINATED BY THOSE TRADES AND NOTIFICATION OF SUCH CONFLICTS MADE TO THE ARCHITECT AND THE OWNER. ANY DAMAGED WORK SHALL BE REPLACED BY THE CONTRACTOR CAUSING SAID DAMAGE(S) AT HIS EXPENSE.
- THE CONTRACTOR SHALL EXAMINE ALL AREAS IN WHICH WORK IS TO BE CONSTRUCTED AND SHALL REPORT ANY SUCH WORK WHICH IS NOT IN SUITABLE CONDITION TO RECEIVE WORK UNDER THIS CONTRACT. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE CONDITION OF THE FINISHED WORK AFTER THE WORK UNDER THIS CONTRACT IS STARTED.
- THE CONTRACTOR SHALL VISIT THE JOB SITE AND SHALL VERIFY ARCHITECT'S DIMENSIONS AND DETAILS PRIOR TO INITIAL BID SUBMITTAL. CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY ERRORS, OMISSIONS, DISCREPANCIES AND/OR CONFLICTS IN CONSTRUCTION DOCUMENTS, BEFORE BID SUBMITTAL, WHICH WOULD INTERFERE COMPLETION OF THIS WORK OR WHICH WOULD AFFECT THE BID PRICE. ALL DISCREPANCIES NOT BROUGHT TO THE ATTENTION OF THE ARCHITECT/OWNER PRIOR TO FINAL BID SUBMITTAL SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO OWNER.
- ALL WORK SHALL BE LIMITED TO THAT SHOWN ON THE PERMIT DOCUMENTS. NO ADDITIONAL WORK SHALL BE DONE WITHOUT PRIOR WRITTEN APPROVAL OF THE OWNER AND ARCHITECT. ANY ADDITIONAL WORK PERFORMED WITHOUT THIS CONSENT SHALL BE DONE AT THE CONTRACTOR'S SOLE EXPENSE. IN THE EVENT THAT CERTAIN FEATURES OF THE CONSTRUCTION ARE NOT FULLY SHOWN ON THE DRAWINGS, THEN THEIR CONSTRUCTION SHALL BE OF THE SAME CHARACTER AS FOR SIMILAR CONDITIONS THAT ARE SHOWN OR NOTED.
- ALL PLAN DIMENSIONS TAKE PRECEDENCE OVER THE SCALING OF THE PLANS. THE DIMENSIONS ARE CALCULATED AND ANNOTATED BY COMPUTER AND ROUNDED TO THE NEAREST INCH. LOCATING PARTITIONS TO CENTERLINE OF WALLS (WHERE APPLICABLE) SHALL TAKE PRECEDENCE OVER GIVEN DIMENSIONS.
- DO NOT CUT AND PATCH STRUCTURAL ELEMENTS IN A MANNER THAT WOULD REDUCE THEIR LOAD-CARRYING CAPACITY OR LOAD-DEFLECTION RATIO.
- OBTAIN APPROVAL FROM OWNER BEFORE CUTTING AND PATCHING THE FOLLOWING OPERATING BUILDING ELEMENTS OR SAFETY RELATED SYSTEMS: PRIMARY OPERATIONAL SYSTEMS AND EQUIPMENT, AIR OR SMOKE BARRIERS, FIRE PROTECTION SYSTEMS, CONTROL SYSTEMS, COMMUNICATION SYSTEMS, AND ELECTRICAL WIRING SYSTEMS.
- THE GENERAL CONTRACTOR, SUB-CONTRACTORS AND ALL VENDORS ARE TO VERIFY ALL CLEARANCES (CORRIDORS, STAIRS, ELEVATORS, ETC.) REQUIRED FOR DELIVERIES, PASSAGE OF ALL JOB MATERIALS OR EQUIPMENT. THE OWNER'S PROJECT MANAGER SHALL BE INFORMED OF ANY POTENTIAL OR ACTUAL PROBLEMS WHICH, IN ANY WAY, MIGHT AFFECT WORK, SCHEDULING, ANY VENDORS, SUBCONTRACTORS, ETC. INCLUDING AFTER HOURS DELIVERIES IMPOSED BY LANDLORD.
- GENERAL CONTRACTOR SHALL HAVE A SUPERVISOR ON SITE WHILE ANY WORK IS BEING DONE.
- PROVIDE AND MAINTAIN AT A CONVENIENT LOCATION WITHIN THE JOB SITE, A COMPLETE SET OF THE SIGNED AND SEALED PERMIT DOCUMENTS INCLUDING ALL THE LATEST SHOP DRAWINGS, ADDENDUMS, REVISIONS AND SUPPLEMENT SHEETS FOR REFERENCE AND COORDINATION FOR CONSTRUCTION.
- ALL WORK IS TO CONFORM TO PERMIT DRAWINGS AND SPECIFICATIONS. ANY CONDITIONS IN THE FIELD AFFECTING THE DESIGN CONCEPT ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO BID SUBMITTAL.
- THE CONTRACTOR SHALL SECURE AND PAY FOR ALL REQUIRED PERMITS. THE CONTRACTOR SHALL IN ADDITION PAY ALL LAWFUL AND PERMIT FEES FOR THE PLUMBING AND ELECTRICAL WORK. THE CONTRACTOR SHALL SECURE ALL CERTIFICATES OF INSPECTION AND OF OCCUPANCY THAT MAY BE REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER THE WORK.
- CONTRACTOR SHALL SCHEDULE AND COORDINATE ALL WORK WITH SUPPLIERS, SUBCONTRACTORS AND SPECIALTY CONTRACTORS.
- EXPEDITE THE PURCHASE OF "LONG LEAD" MANUFACTURED ITEMS TO ASSURE PROMPT DELIVERY AND INSTALLATION. THE CONTRACTOR SHALL PURCHASE, COORDINATE & INSTALL ALL APPLIANCES AND EQUIPMENT UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PERMIT DRAWINGS. SPECIFICATIONS AND INSTALLATION METHODS PROVIDED BY MANUFACTURE SHALL BE STRICTLY FOLLOWED AND ARE HEREWIT MADE A PART OF THESE DOCUMENTS.
- CONTRACTOR SHALL COORDINATE ALL OWNER FURNISHED AND INSTALLED ITEMS. VERIFY ITEMS PRIOR TO BID SUBMITTAL.
- PROVIDE ALL NECESSARY ELECTRICAL OR MECHANICAL EQUIPMENT MAINTENANCE AND INSTRUCTION MANUALS TO THE OWNER FOR REVIEW.
- CONTRACTOR AND SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR ARRANGING ELEVATORS OR OTHER HOISTING FACILITIES FOR HANDLING MATERIALS.
- ALL BUILDING RESTROOMS ARE NOT TO BE USED BY CONSTRUCTION PERSONNEL. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PROVIDE FOR SUCH SERVICES IN THE GENERAL CONDITIONS OF THEIR BID.
- ALL WORKMAN WILL USE DESIGNATED ENTRANCE DOORS FOR ENTERING OR LEAVING THE BUILDING. ALL MATERIALS AND/OR DELIVERIES SHALL BE THROUGH THESE ENTRANCES. SPECIAL PERMISSION, BY THE OWNER, SHALL BE REQUIRED TO USE ANY OTHER ENTRANCES.
- ALL WOOD IN CONTACT W/ MASONRY OR CONCRETE SHALL BE PRESSURE TREATED.
- ALL SPECIFIED MATERIALS SHALL BE NEW OF QUALITY SPECIFIED AND DELIVERED IN AMPLE QUANTITY TO THE JOB SITE TO PREVENT DELAY OF WORK.
- PATCH & REPAIR ALL WALLS & COLUMN WHERE DEMOLITION HAS DAMAGED SAME.
- GYPSUM WALLBOARD (GWB) JOINTS SHALL BE TAPED/SPACKLED LEVEL AND PROPERLY PREPARED TO RECEIVE SPECIFIED FINISH MATERIALS. EXTERIOR CORNERS SHALL RECEIVE METAL CORNER REINFORCING BEADS AND BE SPACKLED IN CONVENTIONAL METHOD. NO HORIZONTAL GWB JOINTS SHALL BE ACCEPTED UNLESS APPROVED BY THE LANDLORD/ OWNER. BUTTED, UNFACED GWB JOINTS OR BUILDING AND UNEVEN FINISHED GWB WILL NOT BE ACCEPTED. FULL HEIGHT GWB SHEETS SHALL BE USED THROUGHOUT FOR FULL HEIGHT CONSTRUCTION.
- WATERPROOF BOARD SHALL BE PROVIDED IN RESTROOM AREAS AND SINK AREAS. ALL EXISTING GWB SHALL BE CAREFULLY EXAMINED TO ASSURE THEIR INSTALLATION SATISFIES THE ABOVE REQUIREMENTS. REMEDIAL WORK NECESSARY TO UPGRADE SAID SURFACES SHALL BE INCLUDED IN BID PRICE.
- ALL CHANGE ORDERS SHALL BE IN WRITING AND SHALL BE SIGNED BY OWNER AND ARCHITECT.
- NOISE SHALL BE KEPT TO A MINIMUM. ALL SHOOTING OF HILITE GUNS OR SIMILAR NOISE PRODUCING MACHINERY THAT MAY DISTURB GUESTS SHALL BE DURING TIMES AS SPECIFIED BY THE OWNER.
- NO STRUCTURAL MEMBER SHALL BE NOTCHED, CUT, ALTERED OR MOVED IN ANY WAY WITHOUT PREVIOUS WRITTEN AUTHORIZATION FROM ARCHITECT OR STRUCTURAL ENGINEER. THERE SHALL BE NO PENETRATIONS IN PRE-STRESSED BEAMS OR JOISTS AND NO DRILLING OR SHOOTING HANGERS OR PINS IN PRE-STRESSED BEAMS OR PRE-CAST JOISTS.
- WHERE TWO METALS ARE AFFIXED TO EACH OTHER, THE GENERAL CONTRACTOR WILL PROVIDE THE NECESSARY INSULATION MATERIAL SO THAT NO VIBRATION OR NOISE IS TRANSMITTED BETWEEN THE METALS.
- THE CONTRACTOR SHALL AT ALL TIMES PROVIDE PROTECTION AGAINST THE WEATHER AS TO MAINTAIN THE WORK, MATERIALS, APPARATUS AND FIXTURES FREE FROM INJURY OR DAMAGE. ANY WORK DAMAGED BY FAILURE OF THE CONTRACTOR TO PROVIDE PROTECTION SHALL BE REMOVED AND REPLACED WITH NEW WORK AT CONTRACTORS EXPENSE.
- PRIOR TO THE COMMENCEMENT OF CONSTRUCTION THE GENERAL CONTRACTOR IS TO PROVIDE THE OWNER WITH A CONSTRUCTION SCHEDULE AND A COPY OF THE PERMIT.
- THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR ALL ELEMENTS WHICH HAVE NOT BEEN DESIGNED OR ENGINEERED IN THESE DRAWINGS.
- PRIOR TO SUBMITTING A SHOP DRAWING TO THE PROPERTY OR PROJECT OWNER, CONTRACTOR SHALL: REVIEW EACH SUCH SUBMISSION FOR CONFORMANCE WITH THE MEANS, METHODS, TECHNIQUES, SEQUENCES, AND OPERATIONS OF CONSTRUCTION, AND SAFETY PRECAUTIONS AND PROGRAMS INCIDENTAL THERETO, ALL OF WHICH ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR; APPROVE EACH SUCH SUBMISSION BEFORE SUBMITTING IT; AND SO STAMP EACH SUCH SUBMISSION BEFORE SUBMITTING IT. DESIGN PROFESSIONAL SHALL ASSUME THAT NO SHOP DRAWING OR RELATED SUBMITTAL COMPRISES A VARIATION UNLESS CONTRACTOR ADVISES DESIGN PROFESSIONAL OTHERWISE VIA A WRITTEN INSTRUMENT WHICH IS ACKNOWLEDGED BY DESIGN PROFESSIONAL IN WRITING. THE SHOP DRAWINGS AND RELATED MATERIAL (IF ANY) CALLED FOR ARE INDICATED BELOW. IN THE EVENT THAT DESIGN PROFESSIONAL WILL REQUIRE MORE THAN TEN (10) WORKING DAYS TO PERFORM REVIEW, DESIGN PROFESSIONAL SHALL SO NOTIFY CONTRACTOR.
- THE CONTRACTOR SHALL INCLUDE ALL TEMPORARY UTILITIES (IF APPLICABLE) INCLUDING ELECTRICITY, WATER AND TELEPHONE IN HIS BIDS.
- THE GENERAL CONTRACTOR AND ANY INDEPENDENT SUBCONTRACTORS HIRED BY THEM SHALL EXERCISE DUE CARE AND SKILL IN PERFORMING ALL WORK WITH REGARDS TO THIS PROJECT.
- ALL WORK SHALL BE DONE IN A NEAT AND WORKMANLIKE MANNER AND IN ACCORDANCE WITH ALL GOVERNING CODES, RULES, AND REGULATIONS. REMOVE RUBBISH AND DEBRIS DAILY, LEAVE JOB CLEAN UPON COMPLETION OF WORK, INCLUDING CLEANING OF HARDWARE, FIXTURES, AND GLASS; AND REMOVING OF STAINS, DUST, DIRT, AND PAINT, AND POLISHING OF ALL FINISHED FLOORS AND CABINETRY.
- ONCE THE SPACE IS COMPLETED AND ACCEPTED THE GENERAL CONTRACTOR SHALL SUBMIT AS-BUILT PLANS OF THE SPACE TO THE ARCHITECT WHICH INCLUDES THE ELECTRICAL CONTRACTOR'S AS-BUILT PLANS. A SET OF REPRODUCIBLE VELLUMS SHALL ALSO BE SUBMITTED AS MARKUPS WITH DIMENSIONS TO THE OWNER.
- THE CONTRACTOR SHALL AND DOES HEREBY WARRANT AND/OR GUARANTY THAT ALL MOVEABLE OR ADJUSTABLE WORK SHALL REMAIN IN PERFECT WORKING ORDER, INCLUDING HARDWARE, WEATHERSTRIPPING, DOORS, WINDOWS, DRAWERS, APPARATUS, MACHINERY, ELECTRICAL EQUIPMENT, AND ALL OTHER EQUIPMENT TO WHICH THIS HEADING IS APPLICABLE, FOR A PERIOD OF ONE YEAR FROM DATE OF COMPLETION AS EVIDENCED BY THE DATE OF FINAL ACCEPTANCE OF THIS WORK.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR RE-DOING ANY WORK THAT FAILS TO CONFORM TO THE DRAWINGS AND DETAILS AS SHOWN IN THESE CONSTRUCTION DOCUMENTS, AND CORRECT ANY DEFECTS DUE TO FAULTY MATERIALS AND WORKMANSHIP WHICH APPEAR WITHIN ONE YEAR FROM DATE OF MOVE-IN. THESE PROVISIONS APPLY, ALSO, TO WORK DONE BY DIRECT EMPLOYEES OF THE CONTRACTOR, SUB-CONTRACTORS OR VENDORS. NOTHING IN THE ABOVE INTENDS OR IMPLIES THAT THIS GUARANTY SHALL APPLY TO WORK WHICH HAS BEEN ABUSED OR NEGLECTED BY THE OWNER OR HIS SUCCESSOR IN INTEREST.



ZONING INFORMATION			
CITY			
PROPERTY TAX FOLIO			
PROPERTY ADDRESS			
PROPERTY OWNER			
LEGAL DESCRIPTION			
APPLICABLE CODES			
PRIMARY LAND USE			
ZONING CLASSIFICATION			
LOT OCCUPANCY			
SETBACKS			



DRAWINGS LIST			
No.	Drawing No.	DRAWING NAME	SCALE
1		SURVEY	1" = 20'-0"
2	A1-1	SITE PLAN / INDEX	3/32" = 1'-0"
3	A1-2	PROPOSED PLAN / ELEVATION / SECTION	1/4" = 1'-0"
4	A2-1	DOOR DETAILS	1/4" = 1'-0"
5	S-1	STRUCTURAL	AS SHOWN

SCOPE OF WORK

THE PURPOSE OF THIS PERMIT SUBMITTAL IS TO ADD AN EXTERIOR STOREFRONT ONLY TO THE EXISTING BUILDING.

NOTE: REFER TO SHEET A1-2 FOR FULL SCOPE OF WORK

ARCHITECT:

Marshall Bellin
architect

AR-5564

301 Alameda Avenue
Coral Gables, Florida 33134 Suite 210
tel 305.447.1927 - fax 305.443.5986

CONSULTANTS:

STRUCTURAL ENGINEER

JOVS ENGINEERING, LLC

4355 Moon Shadow Loop
Mulberry, FL 33860
(813) 545-8948
jversace@jovseng.com
Florida Registry Number 35991

Jose D. Versace, PE No. 68556

© 2015 MARSHALL BELLIN ARCHITECT,
THE DESIGN AND DRAWINGS FOR THIS PROJECT ARE THE PROPERTY OF THE
ARCHITECT AND ARE PROTECTED UNDER THE COPYRIGHT PROTECTION ACT.
ALL DIMENSIONS AND NOTES TO MATERIALS AND/OR CONSTRUCTION SHALL
BE THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE REPRODUCED, COPIED, OR
USED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF MARSHALL BELLIN ARCHITECT, LLC.

PROJECT NAME:

NEW STOREFRONT AT
EXISTING COMMERCIAL BUILDING
FOR SWEENEYS VII LLC.

PROJECT ADDRESS:

4200 W HALLANDALE BEACH BOULEVARD,
PEMBROKE PARK FL 33023

CONTACT INFORMATION:

PERMIT SET		
ISSUE DATE		
PROJECT No.		
DRAWN BY:		
APPROVED BY:		
REVISIONS:		
No.	Date	Description
1	05-16-2024	COMMENT
2	05-25-2024	COMMENT
3	05-31-2024	COMMENT
4	06-03-2024	COMMENT

THESE PLANS ARE FOR BUILDING DEPARTMENT REVIEW ONLY. THEY ARE NOT TO BE CONSTRUED AS CONSTRUCTION DOCUMENTS UNTIL ALL BUILDING DEPARTMENT & A.H.J. (AUTHORITIES HAVING JURISDICTION) APPROVALS ARE OBTAINED.

SEAL:

Marshall Bellin

Digitally signed by Marshall Bellin
Date: 2024.06.03
2023.12.24 04:00

SIGNATURE:
Marshall Bellin AR-5564

SHEET TITLE:

SITE PLAN

SCALE:

SHEET No.:

A1-1

MAP OF
BOUNDARY SURVEY

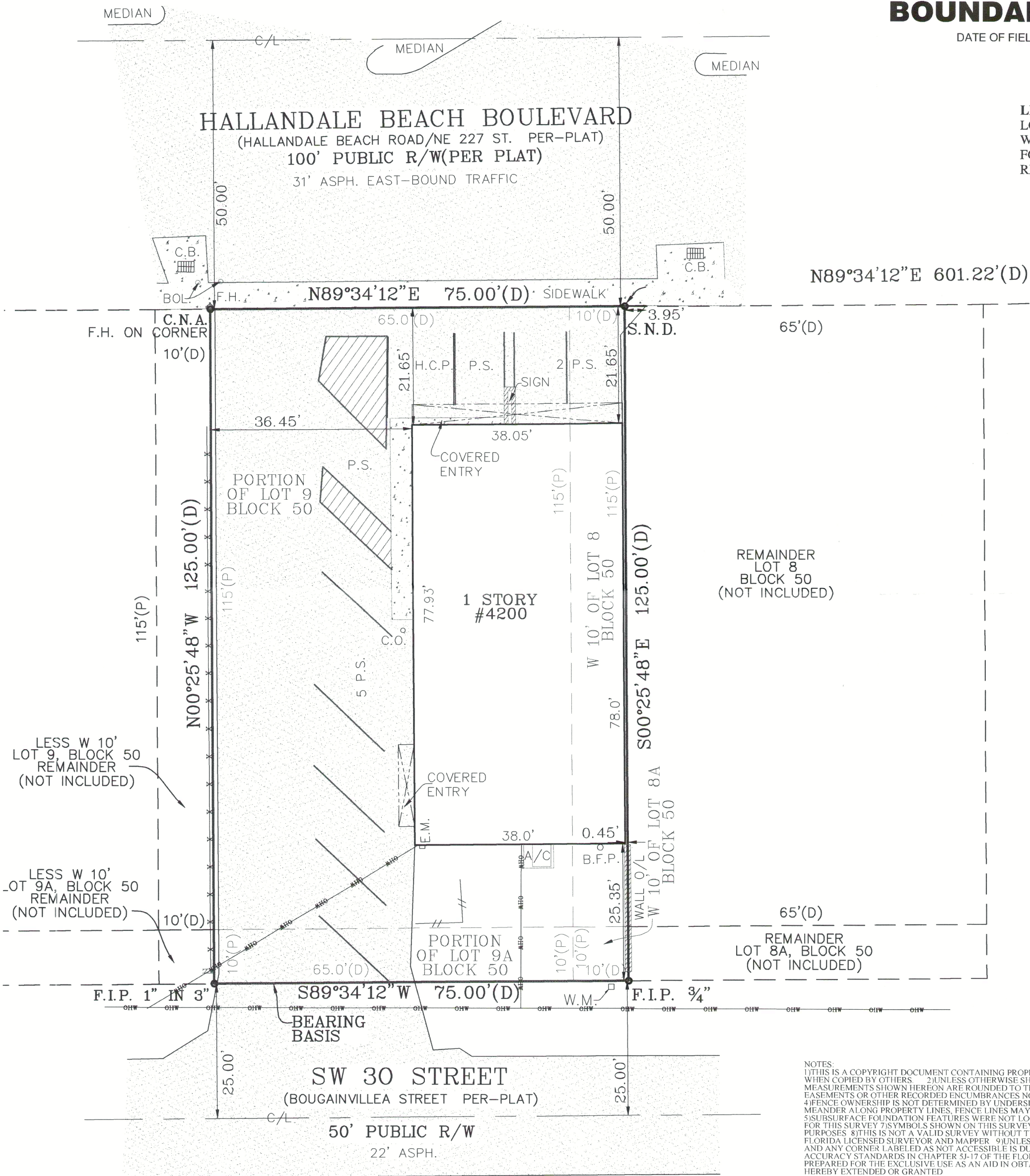
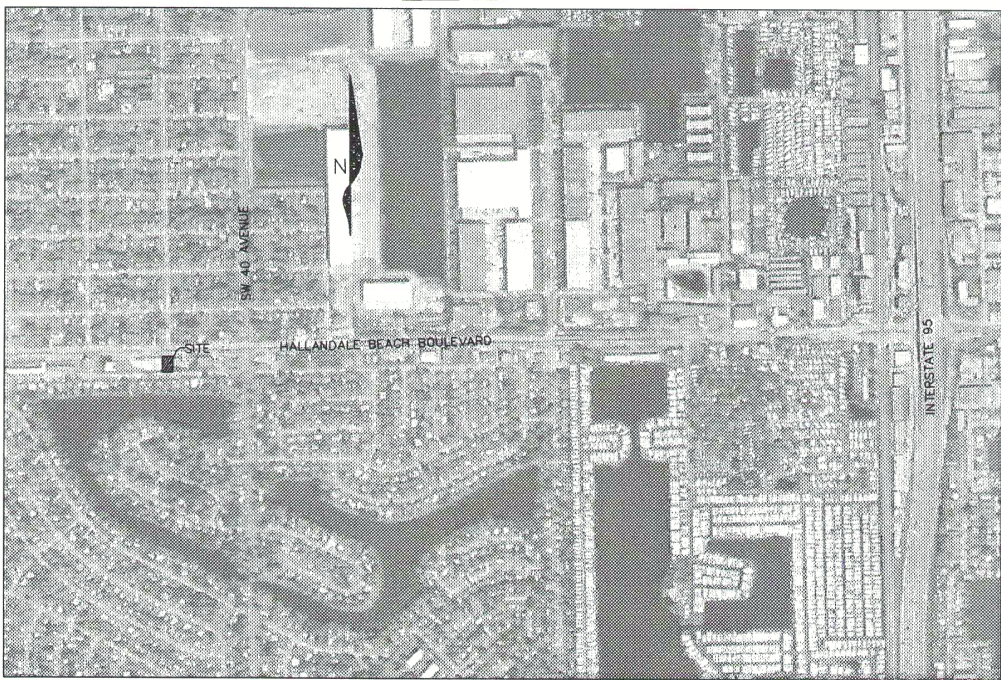
DATE OF FIELD WORK 9/21/2023

CERTIFIED TO:
JOSEPH CHOPSKI
JOYCE CHOPSKI

PROPERTY ADDRESS:
4200 W HALLANDALE BEACH BOULEVARD
PEMBROKE PARK, FL 33023

LEGAL DESCRIPTION (FROM O.R.B. 11699, PAGE 16):
LOT 9, LESS THE WEST 10 FEET; THE WEST 10 FEET OF LOT 8; LOT 9-A, LESS THE WEST 10 FEET; AND THE
WEST 10 FEET OF LOT 8-A IN BLOCK 50 OF A RESUBDIVISION OF A PORTION OF LAKE FOREST, SECTION
FOUR, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 43, AT PAGE 45, OF THE PUBLIC
RECORDS OF BROWARD COUNTY, FLORIDA

LOCATION MAP
NOT TO SCALE



LEGEND AND ABBREVIATIONS

A/C = AIR CONDITIONER
ASPH. = ASPHALT
B.F.P. = BACK FLOW PREVENTER
B/P = BRICK PAVER
BOL. = BOLLARD
C.B. = CATCH BASIN
C/L = CENTER LINE
C.N.A. = CORNER NOT ACCESSIBLE
C.O. = CLEAN OUT
COL. = COLUMN
CONC. = CONCRETE
(D) = DEED OR RESULT OF DEED
E.F. = END FENCE
E.M. = ELECTRIC METER
F.C. = FENCE CORNER
F.H. = FIRE HYDRANT
F.I.P. = FOUND IRON PIPE
F.I.R. = FOUND IRON ROD
H.C.P. = HANDICAP PARKING SPACE
IRR. = IRRIGATION EQUIPMENT
L.P. = LIGHT POLE
O/L = ON-LINE
O.R.B. = OFFICIAL RECORDS BOOK
(P) = PLAT
P.B. = PLAT BOOK
PG. = PAGE
PL. = PLANTER
P.S. = PARKING SPACE
R = RADIUS
R/W = RIGHT-OF-WAY
S.I.R. = SET 5/8" IRON ROD LB7689
S.N.D. = SET NAIL AND DISC LB7689
TELE. = TELECOMMUNICATIONS UTILITY
TYP. = TYPICAL
U.E. = UTILITY EASEMENT
W.M. = WATER METER
W.U.P. = WOOD UTILITY POLE
W.V.R. = WATER VALVE RISER

ASPHALT = [Symbol]
CONCRETE = [Symbol]
WALL OR COLUMN STRUCTURE = [Symbol]
CHAIN LINK FENCE = [Symbol]
ROOFED OR OVERHANG = [Symbol]
OVERHEAD WIRE = [Symbol]
PLASTIC FENCE = [Symbol]
WOOD FENCE = [Symbol]

NOTES:
1) THIS IS A COPYRIGHT DOCUMENT CONTAINING PROPRIETARY INFORMATION AND IS NOT WARRANTED BY THE SIGNING SURVEYOR
WHEN COPIED BY OTHERS. 2) UNLESS OTHERWISE SHOWN HEREON RECORD AND MEASURED CALLS ARE IN SUBSTANTIAL AGREEMENT.
MEASUREMENTS SHOWN HEREON ARE ROUNDED TO THE NEAREST 0.05'. 3) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR
EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT ON THE PLAT AND THE SAME, IF ANY, MAY NOT BE SHOWN ON THIS SKETCH.
4) IF FENCE OWNERSHIP IS NOT DETERMINED BY UNDERSIGNED, FENCE LINES ARE TAKEN TO THE CENTER OF THE FENCE. FENCE LINES MAY
MEANDER ALONG PROPERTY LINES. FENCE LINES MAY BE SHOWN EXAGGERATED TO BETTER ILLUSTRATE WHERE THEY ARE LOCATED.
5) SUBSURFACE FOUNDATION FEATURES WERE NOT LOCATED FOR THIS SURVEY. 6) SUBSURFACE UTILITY FEATURES WERE NOT LOCATED
FOR THIS SURVEY. 7) SYMBOLS SHOWN ON THIS SURVEY MAY NOT BE DRAWN TO SCALE AND ARE SHOWN THIS WAY FOR ILLUSTRATIVE
PURPOSES. 8) THIS IS NOT A VALID SURVEY WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL (UNLESS DIGITALLY SIGNED), OF A
FLORIDA LICENSED SURVEYOR AND MAPPER. 9) UNLESS OTHERWISE SHOWN HEREON FOUND MONUMENTATION HAS NO IDENTIFICATION
AND ANY CORNER LABELED AS NOT ACCESSIBLE IS DUE TO FENCING OR LANDSCAPING. 10) THIS SURVEY MEETS OR EXCEEDS THE
ACCURACY STANDARDS IN CHAPTER 51-17 OF THE FLORIDA ADMINISTRATIVE CODE- SUBURBAN 1" IN 7.500'. 11) THIS SURVEY HAS BEEN
PREPARED FOR THE EXCLUSIVE USE AS AN AID IN OBTAINING TITLE INSURANCE FOR THE CERTIFIED HEREON. NO OTHER WARRANTIES ARE
HEREBY EXTENDED OR GRANTED.

9/21/23
HENRY A. JOHNSTON P.L.S.#6843
JOHNSTON & JOHNSTON LAND SURVEYING SERVICES LB#7689
7777 DAVE ROAD EXT. #302A-7
DAVE, FL 33024
PHONE: 954-266-9516
WEB: WWW.JJSURVEYING.COM



RESOLUTION NO. 2024-014

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PROVIDING FOR THE AMNESTY PROGRAM GUIDELINES FOR COMMERCIAL PROPERTY OWNERS WHO PERFORMED WORK WITHOUT PERMITS TO FACILITATE BRINGING PROPERTY INTO COMPLIANCE THROUGH JANUARY 31, 2026; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 15, 2021, the Town Commission adopted Resolution No. 2021-061, thereby establishing an amnesty program for certain residential code enforcement matters and adopting Amnesty Program Guidelines (the “Program”); and

WHEREAS, the Program commenced on January 1, 2022 and remained in effect for one (1) year; and

WHEREAS, on or about December 14, 2022, and on May 8, 2024, the Town Commission authorized the extension of the Program; and

WHEREAS, the Town Commission desires to expand the Program to include commercial property owners and violations as provided in **Exhibit “A,”** attached hereto and incorporated herein; and

WHEREAS, the Town Commission now seeks to include commercial property owners and violations within the Program, which runs through January 31, 2026 for residential properties; and

WHEREAS, the Program for both commercial and residential properties terminates on Sunday, February 1, 2026.

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida, finds that expanding the Town’s code enforcement amnesty Program to include certain commercial property owners and violations, as provided by **Exhibit “A,”** attached

{00608592.1 3399-0000000 }

Town of Pembroke Park
Resolution 2024-014
Commercial Amnesty Program Guidelines

hereto and incorporated herein, 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 approves and authorizes the expansion of the Amnesty Program Guidelines to include certain commercial property owners and violations, as provided within **Exhibit "A,"** attached hereto and incorporated herein who performed work without permits to facilitate bringing property into compliance through January 31, 2026. The Amnesty Program terminates on Sunday, February 1, 2026.

Section 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 4. 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 5. This Resolution shall become effective immediately upon its passage and adoption.

(SIGNATURE PAGE TO FOLLOW)

Town of Pembroke Park
Resolution 2024-014
Commercial Amnesty Program Guidelines

PASSED AND ADOPTED this ____ day of _____, 2024.

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney

{00608592.1 3399-0000000 }



TOWN OF PEMBROKE PARK

3150 SW 52ND Avenue
Pembroke Park, FL 33023

COMMERCIAL AMNESTY PROGRAM GUIDELINES

Exhibit "A"

Effective until January 31, 2026, and terminates on Sunday, February 1, 2026.

The purpose of the Amnesty Program is to give the commercial property owners a window of opportunity to disclose work performed without permits and apply for appropriate permits that would bring the improvements up to code standards. The Amnesty Program is applicable to all types of work performed without permits such as additions, remodeling, repairs, and replacement. In certain cases, the approval of a variance may be necessary to remedy the violation. Such disclosure would benefit from the amnesty provisions listed below.

Amnesty Provisions:

1. Pay reduced permit fees.
2. Stay any Code Compliance running fines on existing code cases upon permit application. Fines will resume if the permit application or issued permit expires and there is no further activity to remedy the violation.
3. Suspend any opened code compliance case or otherwise postpone the code compliance process.
4. Obtain the necessary variance(s), prior to issuance of building permit.

Conditions:

1. Effective period: one year from resolution adoption to apply for permit and necessary variance.
2. Program only applies to commercially zoned properties lawfully operating or otherwise conducting appropriate business consistent with the allowable uses for that zoning district. All business shall obtain a business tax receipt as a prerequisite to for any application for amnesty. Business tax receipt violations shall otherwise qualify for the amnesty program.
3. Comply with the latest edition of the Florida Building Code and the Town' zoning codes, subject to any exceptions for legally existing structures or uses.
4. Provide professional as-built plans and certification for all completed work prepared, signed, and sealed by a State of Florida Registered Architect or Licensed Engineer, or any additional information or plans the building department may require.

{00608591.1 3399-0000000 }

RESOLUTION NO. 2023-027

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA ENDORSING AND SUPPORTING THE FLORIDA DEPARTMENT OF TRANSPORTATION PROJECT DEVELOPMENT AND ENVIRONMENT STUDY FOR THE I-95 CORRIDOR FROM SOUTH OF HALLANDALE BEACH BOULEVARD (SR858) TO NORTH OF HOLLYWOOD BOULEVARD (SR820), AS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A,” ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 8, 2021, the Town Commission of the Town of Pembroke Park adopted Resolution No. 2021-045, thereby requesting certain revisions and changes to the Florida Department of Transportation (“FDOT”) project development and environment study (“PD&E”) to remove certain impacts to existing businesses in the Town; and

WHEREAS, the Town specifically expressed concerns about how the planned interchange and pond location would affect businesses along S.W. 30th Avenue and West Hallandale Beach Boulevard, including significant impacts to *ad valorem* tax revenue for the Town, access to the northern portion of S.W. 30th Avenue, and limiting economic redevelopment opportunities for the underserved populations of the Town; and

WHEREAS, at the Commission workshop on October 25, 2023, representatives from the FDOT presented a revised PD&E study plan to the Town Commission, which sought to address the concerns previously raised by the Town; and

WHEREAS, the Town’s professional staff has reviewed the revised PD&E study presented by FDOT and determined that it sufficiently addressed the Town’s concerns; and

WHEREAS, the Town’s professional staff supports the revised PD&E study and recommends that the Town Commission endorses the same; and

WHEREAS, the Town Commission of the Town of Pembroke Park hereby supports and endorses the revised PD&E study presented by FDOT, a copy of which is attached hereto as Exhibit “A.”

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

Section 1: That the foregoing “Whereas” clauses are true and correct and expressly made a part of this resolution. Further, that all exhibits attached hereto are incorporated herein and expressly made a part hereof.

Section 2: That the Town Commission of the Town of Pembroke Park hereby endorses and supports the FDOT Project Development and Environment Study for the I-95 corridor from south of Hallandale Beach Boulevard (SR858) to north of Hollywood Boulevard (SR820), as more particularly described in Exhibit “A.”

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

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

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

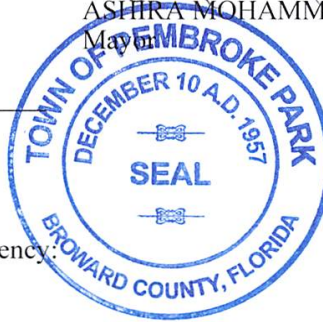
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PASSED AND ADOPTED this 13th day of December, 2023.

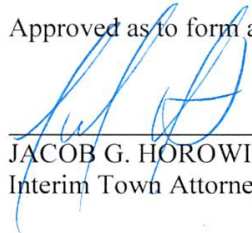
ATTEST:


MARLEN D. MARTELL
Town Clerk


ASHIRA MOHAMMED
Mayor



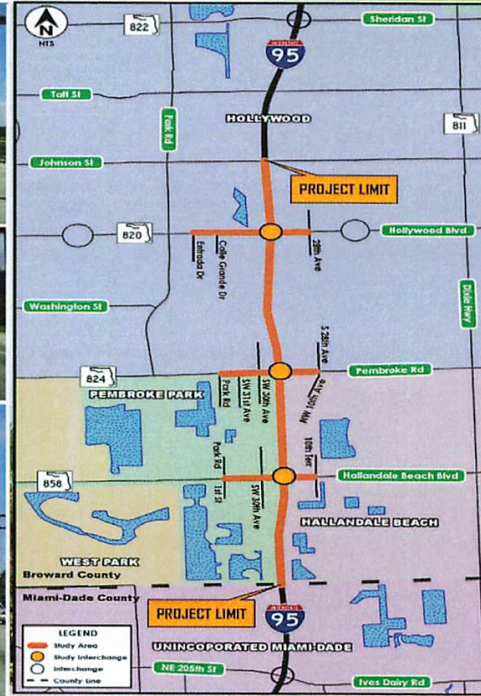
Approved as to form and legal sufficiency:


JACOB G. HOROWITZ, ESQ
Interim Town Attorney



PROJECT DEVELOPMENT & ENVIRONMENT (PD&E) STUDY

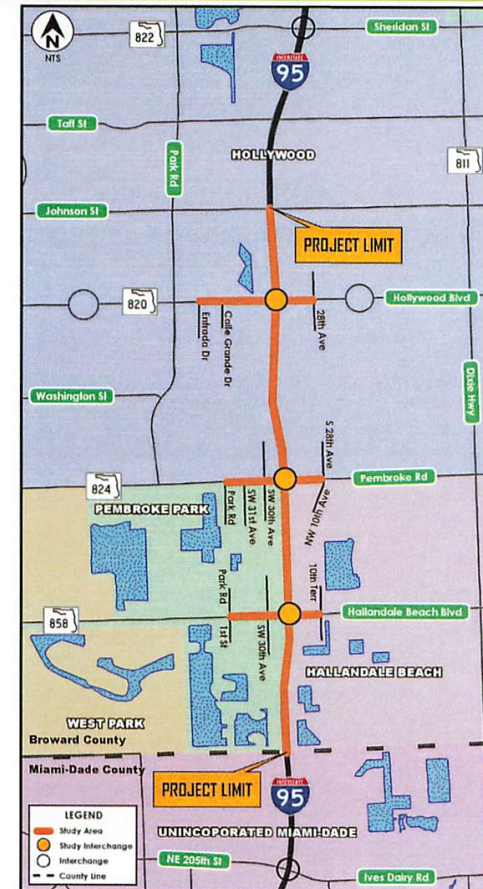
Interstate 95 (I-95/SR 9) • From South of Hallandale Beach Boulevard (SR 858) to North of Hollywood Boulevard (SR 820)
Broward County, FL • FPID No.: 436903-I-22-02 • ETDM No.: 14254



PD&E Study - Project Limits and Study Area



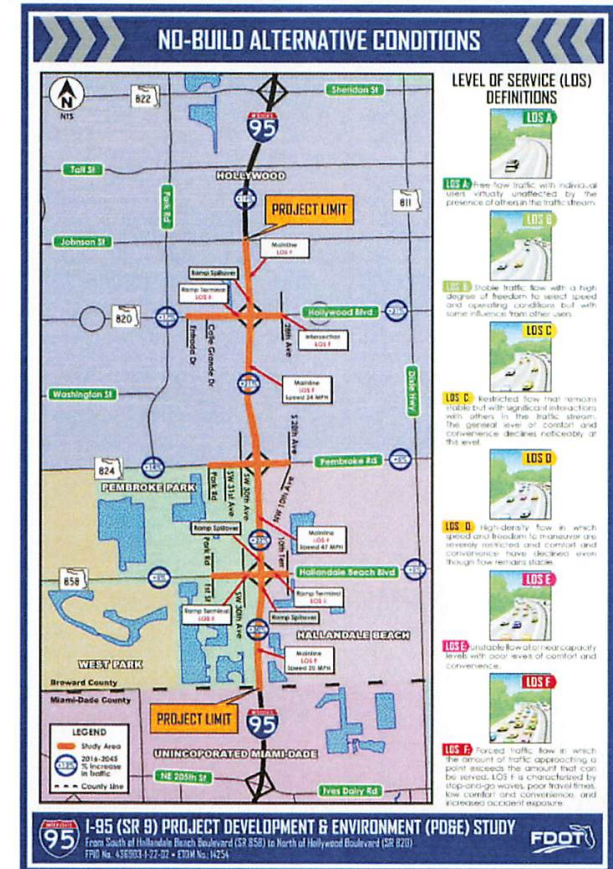
- ❑ From: South of Hallandale Beach Boulevard
(Miami-Dade/Broward Countyline)
- ❑ To: North of Hollywood Boulevard
(Johnson Street)
- ❑ 3 Miles
- ❑ 3 Interchanges
- ❑ Broward County, Florida
- ❑ Municipalities:
 - Hallandale Beach
 - Pembroke Park
 - Hollywood



PD&E Study - Scope of Project



- ❑ Evaluate Interchange Improvements to improve operations and safety
- ❑ Identify Ramp Terminal Intersection Improvements
- ❑ Evaluate the social, economic, physical and environmental impacts associated with the potential improvements
- ❑ Evaluate Traffic Operations
 - Opening Year 2030
 - Design Year 2045
- ❑ Identify a Preferred Alternative



PD&E Study – Needs of the Project



Corridor Traffic Demand

13-23% increase in traffic from year 2016 to 2045

- Interstate 95: 23% Average Increase
- Hallandale Beach Boulevard, Pembroke Road and Hollywood Boulevard: 13% Average Increase



Collisions due to heavy congestion and constant stop-and-go

Safety

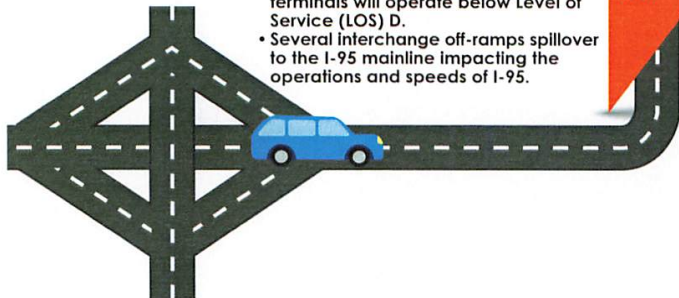
- Over 2,800 crashes on I-95 between 2008-2015.
- Congestion and additional future traffic will increase accidents within the area.



Interchange Capacity Needs

- I-95 freeway segments between interchanges and interchange ramp terminals will operate below Level of Service (LOS) D.
- Several interchange off-ramps spillover to the I-95 mainline impacting the operations and speeds of I-95.

Additional capacity is needed now



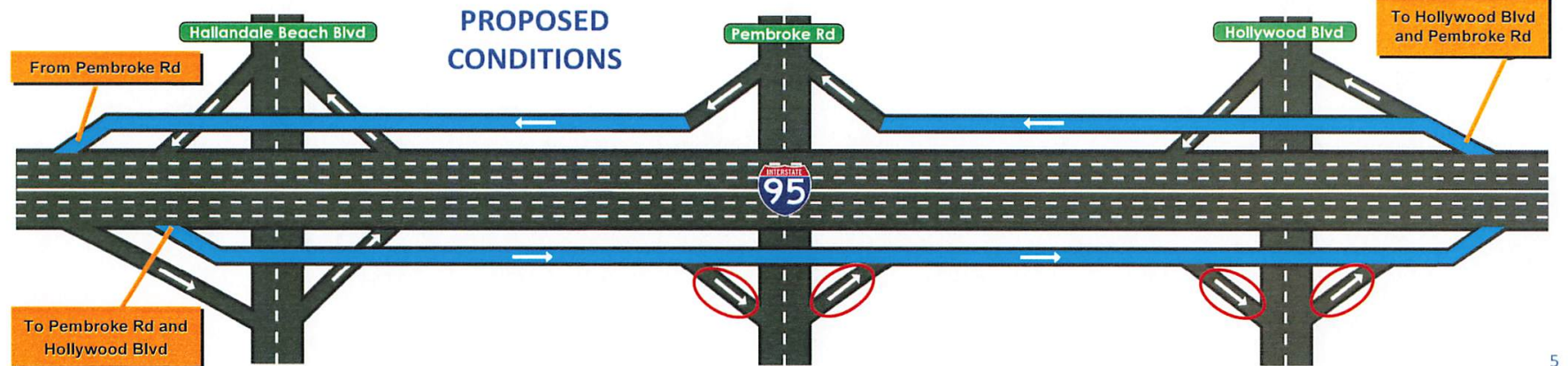
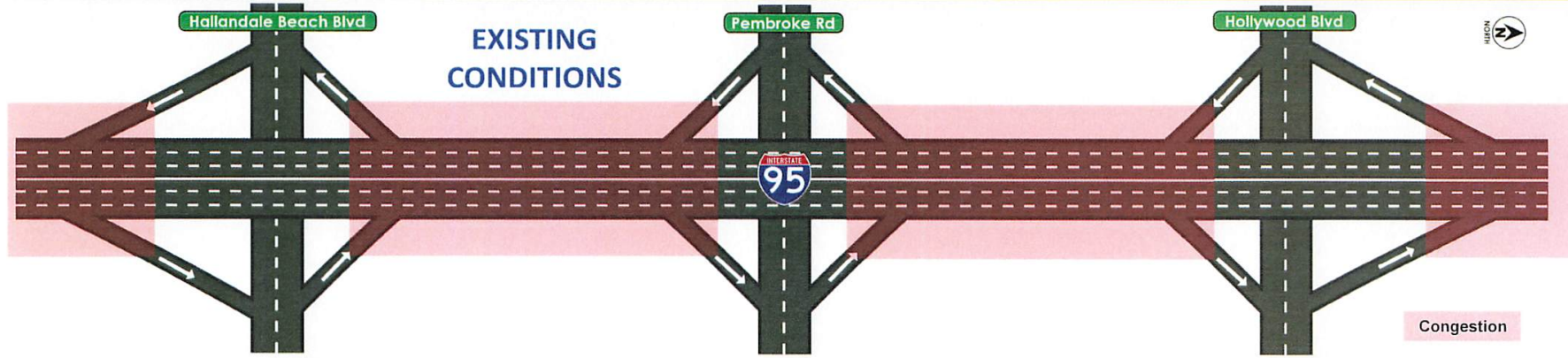
Part of emergency evacuation route



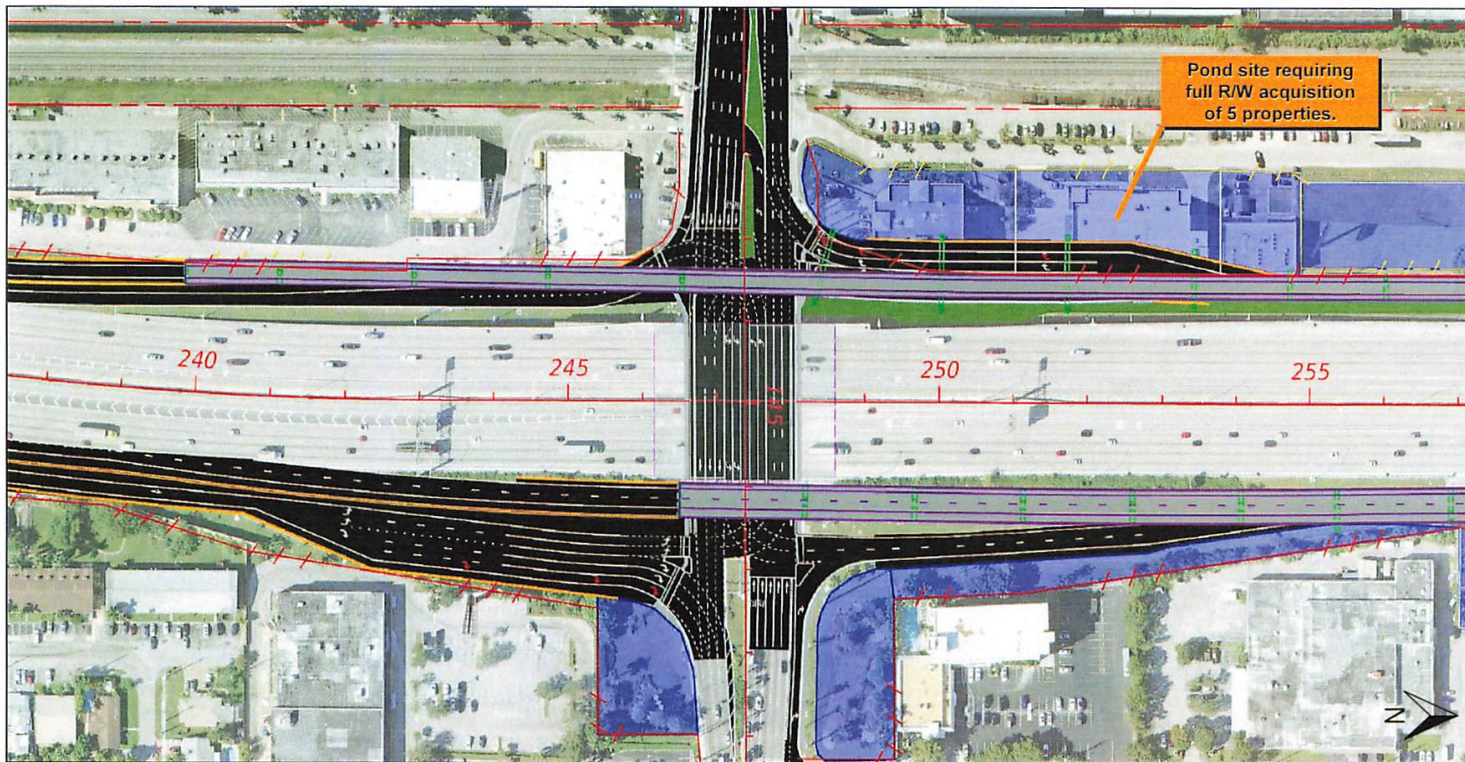
Emergency Evacuation

- The I-95 corridor is vital during emergency evacuation periods.
- Hallandale Beach Boulevard, Pembroke Road, and Hollywood Boulevard are also part of the emergency evacuation routes network.

Previous PD&E Preferred Alternative – Collector Distributor Roadway



Previous Preferred Alternative – Hallandale Beach Boulevard



Coordination with the Town of Pembroke Park



☐ Meetings

- Thursday August 19, 2021 – Public Hearing Briefing
- Thursday September 2, 2021 – At the In-Person Public Hearing
- June 23, 2022 – w/ Town Manager (JC Jimenez) & Staff
- December 29, 2022 – w/ Town Manager (JC Jimenez)
- February 29, 2023 – w/ Town Manager (JC Jimenez)
- June 6, 2023 – w/ Town Manager (JC Jimenez)
- September 21, 2023 – w/ Town Manager (Aleem Ghany) & Tom Positano

Coordination with the Town of Pembroke Park



☐ Resolution No. 2021-45 Issued on September 8, 2021

☐ Issue Identified in Resolution

- The Town opposed the PD&E Preferred Alternative due to the SB off-ramp geometry and the proposed pond at the NW quadrant of the Hallandale Beach Blvd. Interchange which required full takes of five (5) properties.

RESOLUTION NO. 2021-045

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, REQUESTING THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION REMOVE THE IMPACTS TO EXISTING BUSINESSES IN THE TOWN OF PEMBROKE PARK FROM THE PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY FOR INTERSTATE 95 (I-95) FROM SOUTH OF HALLANDALE BEACH BOULEVARD (SR 858) TO NORTH OF HOLLYWOOD BOULEVARD (SR 820) AND ANY FUTURE DESIGN; REQUESTING THE FLORIDA DEPARTMENT OF TRANSPORTATION TO CONSIDER IMPROVEMENTS TO INTERSTATE 95 IN THE TOWN OF PEMBROKE PARK THAT DO NOT INCLUDE IMPACTS TO PROPERTIES IN THE TOWN; AND INSTRUCTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO CERTAIN ENTITIES AND PEOPLE; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park ("Town") has a transportation network that includes roadways under the control of the Florida Department of Transportation ("Department"); and

WHEREAS, the Town is almost built-out with a large stable residential/mobile home park population; and

WHEREAS, there is limited lands available in the Town for commercial and industrial uses; and

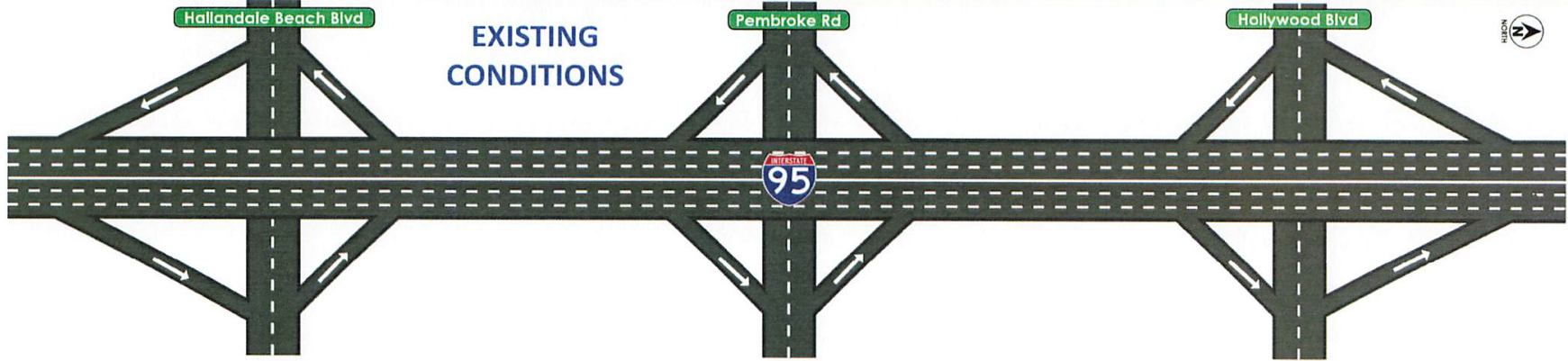
WHEREAS, SW 30th Avenue and West Hallandale Beach Boulevard are key commercial and industrial corridors in the Town; and

WHEREAS, FDOT has proposed a project (the "Project") to improve Interstate 95 (I-95) from south of Hallandale Beach Boulevard (SR 858) to north of Hollywood Boulevard (SR 820); and

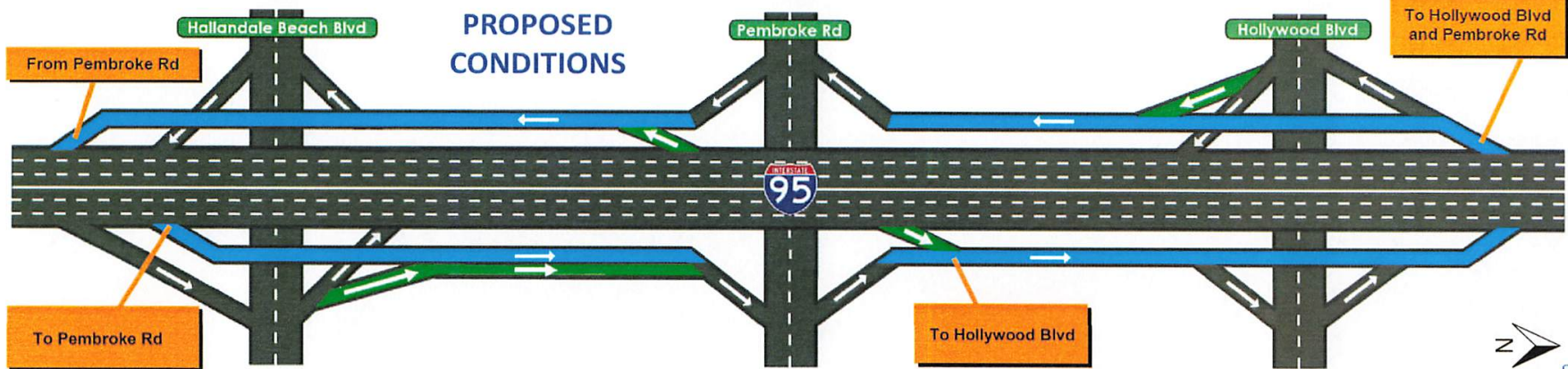
Preferred Alternative – Design Refinements (Under Development)



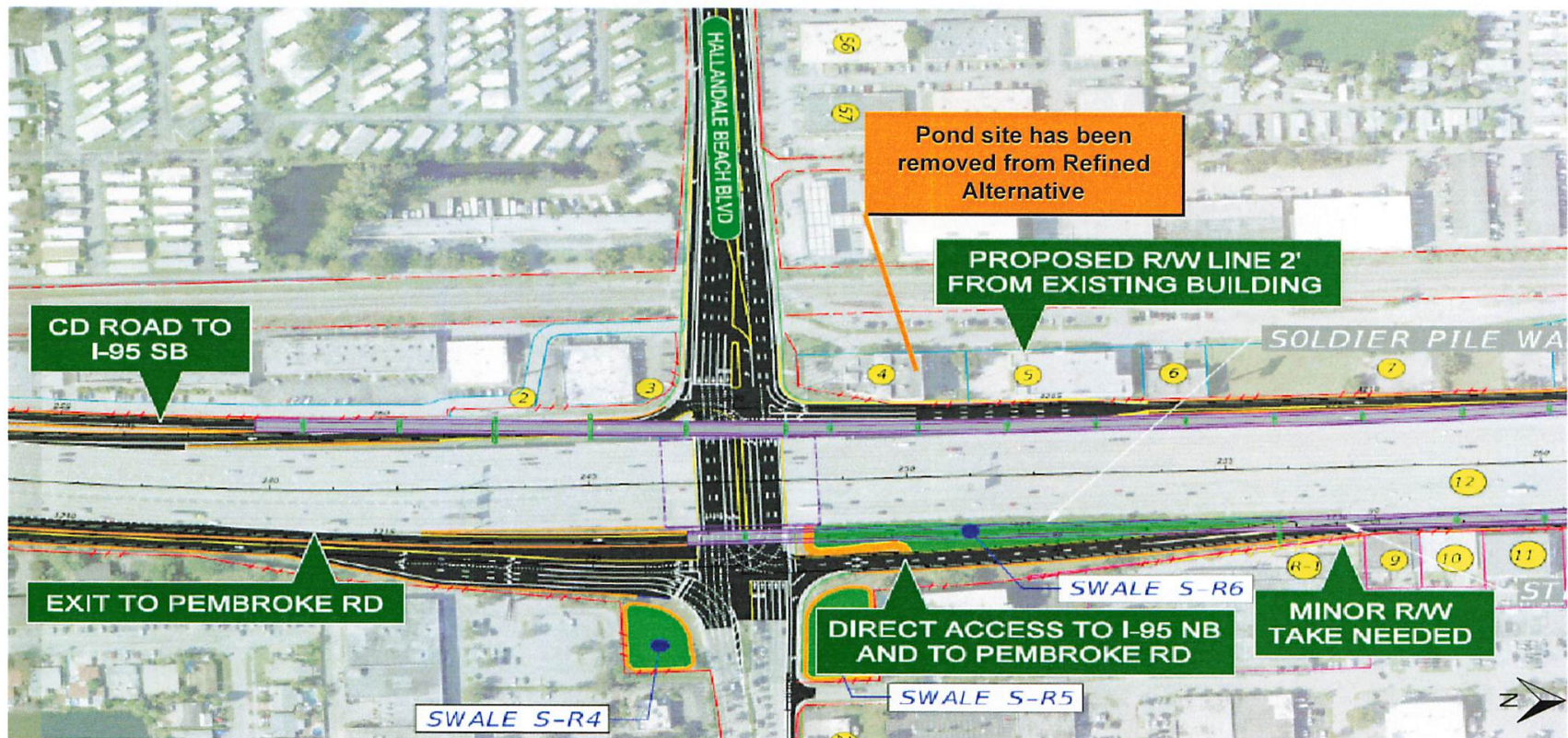
EXISTING
CONDITIONS



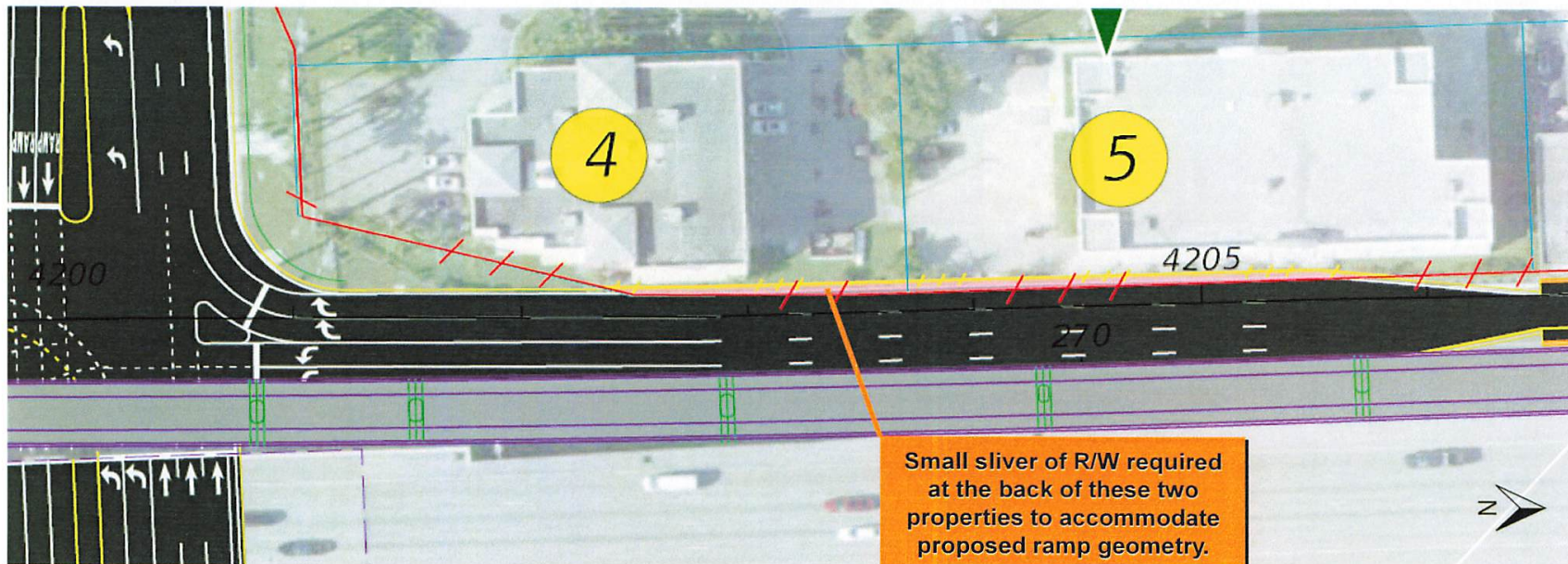
PROPOSED
CONDITIONS



Refined Alternative – Hallandale Beach Boulevard Interchange

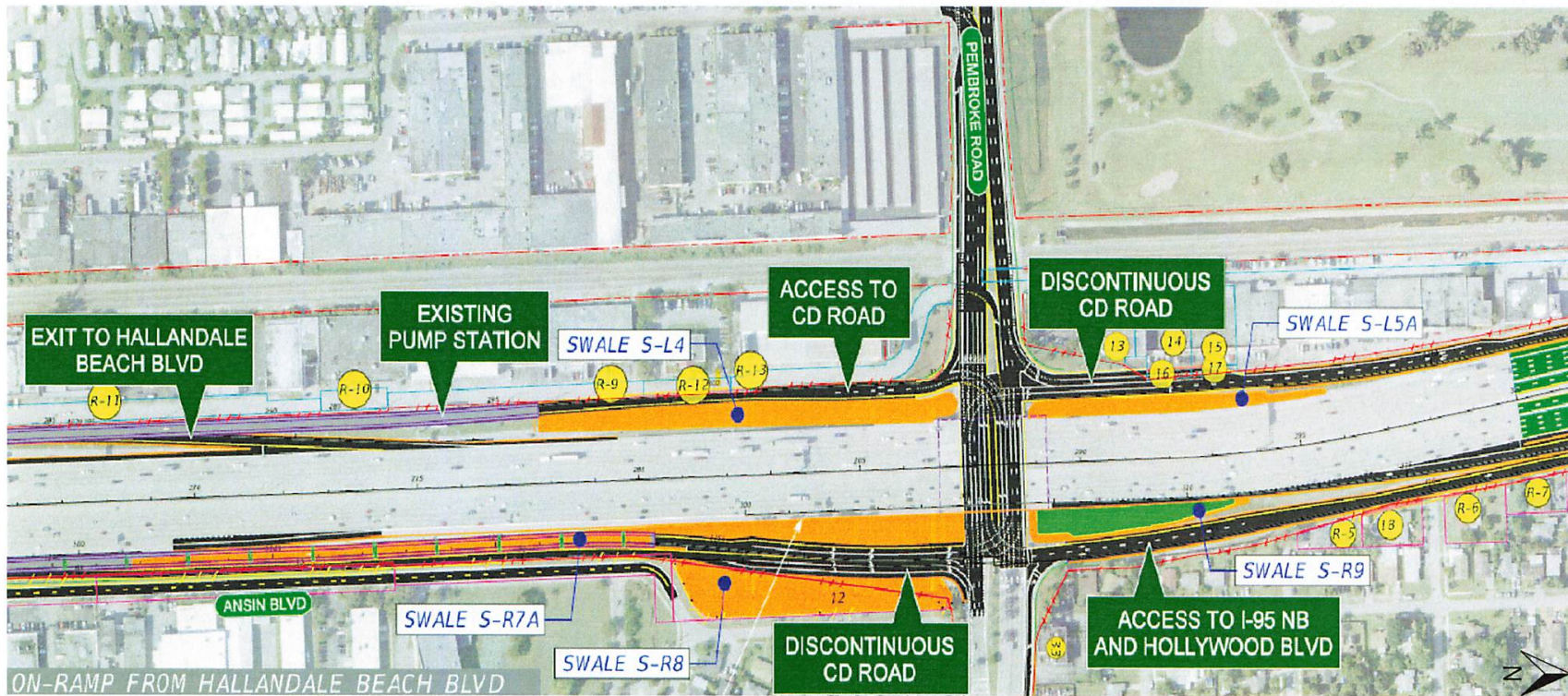


Eminent Domain Ordinance



- FDOT urges the Town to consider adopting an eminent domain ordinance that establishes a formal and orderly process and allows for a proper and sound evaluation of impacts and non-conformities caused by partial acquisitions
- Ultimately, the goal is to limit impacts, to the greatest extent possible, to land and business owners to **promote the continued use and operation of impacted properties and businesses, thus maintaining the ad valorem property base.**

Refined Alternative – Pembroke Road Interchange



Goal of Refinements to PD&E Preferred Alternative



- Our goal is to receive a Resolution from the Town of Pembroke Park in support of the project based on the design refinements that we have made in collaboration with the Town.
- FDOT is also seeking for the Town to adopt an eminent domain ordinance thus promoting the continued use and operation of impacted properties and businesses and maintaining the ad valorem property base.
 - Samples of ordinances from other municipalities will be provided to staff for review and guidance to implement.

Questions / Comments



ORDINANCE NO. 2024-006

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA; AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES ENTITLED “ZONING”; AMENDING ARTICLE V ENTITLED “NONCONFORMING USES” TO CREATE SECTION 28-347 ENTITLED “NONCONFORMING USES CREATED BY GOVERNMENTAL ACQUISITIONS OF PRIVATE PROPERTY”; PROVIDING FOR DEFINITIONS; PROVIDING FOR ADOPTION OF A POLICY AND PROCEDURE CONCERNING NONCONFORMITIES CREATED BY GOVERNMENTAL ACQUISITION OF PRIVATE PROPERTY INCLUSIVE OF A VARIANCE MECHANISM TO CURE NONCONFORMITIES; PROVIDING THE TOWN MANAGER OR TOWN MANAGER’S DESIGNEE TO TAKE NECESSARY STEPS TO ENFORCE APPLICABLE BUILDING AND SAFETY CODES ON PROPERTIES THAT ARE SUBJECT TO A PENDING GOVERNMENTAL ACQUISITION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park (“Town Commission”) desires to adopt a policy to address land use non-conformities (the “Nonconformities”) which are created by the acquisition of private property for transportation facilities or other public purposes by governmental entities (the “Governmental Acquisitions”); and

WHEREAS, the Town of Pembroke Park (“Town”) wishes to provide a means to cure such non-conformities, mitigate the impact of Governmental Acquisitions upon continued operations of business, and reduce the expenditure of public funds for severance damages and other costs of Governmental Acquisitions, while preserving traffic and pedestrian safety and enhancing the aesthetic characteristics of the Town; and

WHEREAS, the Town Commission has determined that adopting a policy to address Nonconformities created by the acquisition by governmental entities of private property for transportation facilities or other public purposes is in the best interest of the Town and its residents.

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

THE TOWN OF PEMBROKE PARK, FLORIDA, 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. Intent and Purpose.

The purpose of this Ordinance is to provide a mechanism for the Town to grant variances in those situations in which private property has been subjected to the eminent process either through acquisition by formal eminent domain proceedings or through negotiation as a viable and fair means of mitigating the adverse impact to such property as a result of the acquisition process, and to allow for the continued use of property in a manner, to the greatest extent feasible, similar to its pre-acquisition condition.

Section 3. Section 28-347 of the Town’s Code of Ordinance is created as follows:

Section 28-347.- Nonconforming uses created by governmental acquisitions of private property.

(a) Definitions

- (1) Acquiring Authority shall mean the governmental entity proposing to acquire private property for public transportation or other public purposes pursuant to eminent domain proceedings or pursuant to negotiation in lieu of or under threat of the power of eminent domain. Acquiring authorities include, but are not limited to, the Town, Broward County (“County”), the Federal Department of Transportation (“FDOT”) or other condemning authority.
- (2) Town shall mean the Town of Pembroke Park.
- (3) Cure shall mean a variance granted pursuant to this Ordinance, which authorizes the continued use and enjoyment of private property, as a lawful use, subsequent to the creation of a Nonconformity by an Acquiring Authority.
- (4) FDOT means the Federal Department of Transportation or successor entity.
- (5) Nonconformity means the failure of a lot, parcel, structure or use to comply with the requirements of the Land Development Code including, but not limited to, motor vehicle parking, landscaping, setbacks, lot size, or other criteria, which failure is caused or increased by acquisition of private property by an Acquiring Authority.

(b) Procedures for Governmental Takings and Cure Plans. The following procedures shall apply to governmental takings and related cure plans:

(1) Structures, Lot Size and Land Use Made Illegal as a Result of Governmental Acquisition. In the event that an Acquiring Authority acquires private property for a public transportation facility or other public purpose or facility and the acquisition results in the increase of or the creation of a Nonconformity, such private property shall constitute an illegal non-conforming use unless a site plan modification is approved in accordance with this Section.

(2) Authority and Procedures to Apply for a Site Plan.

(a) The Acquiring Authority and the property owner are each hereby granted the authority to apply for a site plan or site plan amendment to cure Nonconformities, pursuant to this Section. An application may be made prior to or after the creation of the Nonconformity.

(b) Procedures to apply for site plan approval shall conform with Chapter 28 of the Town's Code of Ordinances. Additional procedures shall be followed for a full review as set forth in paragraph (b) of said section and as made applicable to the Town. An application for final site plan approval shall include a development plan that meets the submission requirements set forth in paragraph (c). Additionally, revision of the site plan, withdrawal of the site plan application, issuance of development orders, and the effective period of final site plan approval shall all comply with Chapter 28 of the Town's Code of Ordinances.

(3) Authority to Grant Site Plan Approval. The Town Administrator or designee shall have the authority to approve site plans to cure Nonconformities, pursuant to this Section.

(4) Standard for Approval or Denial of Site Plans. Existing lots, parcels, structures or uses which become or will become Nonconforming or suffer an increase in Nonconformity as a result of governmental acquisition by an Acquiring Authority, shall submit a site plan that amends the existing conditions of the site. The amended site plan shall meet the Town's Zoning and Land Development Code requirements or the applicant may request a variance.

(5) Status of Lots, Parcels, Structures, or Uses After Site Plan Approval. The approval of a site plan shall serve to cure the Nonconformity, subject to implementation of the site plan in accordance with the specific approval granted and in accordance with any conditions imposed upon the site plan.

(c) Code Violations

- (1) The provisions of this Ordinance shall not be interpreted to allow for the continued existence of building or safety code violations that are determined to be an immediate threat to the public health, safety or welfare.
- (2) The Town Administrator or designee is hereby authorized to take any necessary steps necessary to enforce all applicable building and safety codes even though the subject property is part of a pending governmental acquisition.

Section 4. Conflict.

All ordinances or Code provisions in conflict herewith are hereby repealed.

Section 5. 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 6. 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 7. Effective Date.

This Ordinance shall become effective upon adoption.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF _____, 2024.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF _____, 2024.

ATTEST:

ASHIRA MOHAMMED
Mayor

MARLEN D. MARTELL
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



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

Agenda Request

Meeting Date:	August 28, 2024
Subject:	Amendment Chapter 21 Signage to allow LED lighting
Initiated by:	☐ Town Commission ☐ Town Attorney ☒ Town Manager / Staff
Prepared by:	Name & Title: Michael Vonder Meulen, AICP, Consultant Town Planner, KEITH
Reviewed by:	Name & Title: Jacob G. Horowitz, Town Attorney
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Staff Report and Ordinance
Fiscal Impact:	NA
Policy Question(s) for Commission Considerations:	Consideration to allow LED lighting around street facing windows and doors at commercial establishments.
Summary:	See Memo
Background:	See Memo
Discussion/Analysis:	See Memo
Options:	Approved, denied or tabled for more information the proposed ordinance
Advantages:	Allow businesses to install LED lighting around street facing windows and doors which assist local businesses in attract clients.
Disadvantages:	None
Possible action:	Approval
Advantages:	See Memo
Disadvantages:	None
Staff Recommendations:	Approval
Additional Action Needed:	Planning and Zoning Board recommended approval on May 30th

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



August 13, 2024

To: Town Commission

Thru: Chandler Williamson, Town Manager

From: Mike Vonder Meulen, AICP, Consultant Town Planner, KEITH

RE: Proposed Code Amendment to Chapter 21– Signage – To Allow LED Lighting

Recommendation:

The Planning and Zoning Board unanimously recommended approval of this code text amendment on May 30, 2024. The Consultant Town Planner also recommends approval of the text amendment

Background:

Attached for the Town Commission review, discussion and approval are text amendments to the Town's Sign Code including Secs 21-17, 21-19 and 21-20 to allow LED lights to outline windows and doors of local businesses.

In 2023 when processing the previous sign code amendment, the Mayor and Town Commission requested to amend the sign code to include LED lighting which would outline windows and doors which face the street. Many of the local businesses have tinted windows and doors which make the businesses appear closed, especially during the winter months when the sunset early. It was recommended by the commission that staff draft a code amendment to address the business owner's concerns. Rotating, animated moving flashing and/or strobe lighting is not permitted.

Consistency with the Comprehensive Plan:

The Consultant Town Planner finds that the proposed text amendments are consistent and compatible with the Following Goals, Objectives and Policies of the Town of Pembroke Park Comprehensive Plan including:

GOAL I: Encourage the private and public sectors to adhere to the patterns of planned development in the Town which shall promote environmental protection, strive to meet the Town's social and economic needs and contribute to the health, welfare, and safety of its residents.

POLICY #1.1.2: The Town shall periodically review its current Land Development Regulations to:

e) Regulates signage

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA AMENDING CHAPTER 21 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "SIGNS AND ADVERTISING;" AMENDING ARTICLE II, ENTITLED "SIGNS" BY AMENDING DIVISION 1, ENTITLED "COMPREHENSIVE REGULATIONS AND REQUIREMENTS"; AMENDING SECTION 21-17 ENTITLED "DEFINITIONS"; SECTION 21-19 ENTITLED "PROHIBITED SIGNS;" PROVIDING AN EXCEPTION TO THE PROHIBITION OF LED LIGHTING; AMENDING SECTION 21-20, ENTITLED "PERMANENT SIGNS," TO ALLOW LED LIGHTING ON WINDOWS AND DOORS ON PROPERTIES ENGAGING IN NONRESIDENTIAL USES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Code of Ordinances presently prohibits local businesses from displaying Led outlines of windows and doors; and

WHEREAS, the Town has received numerous requests from local business owners to amend the Town's Code of Ordinances to permit local businesses to display LED lighting indicating that the business is open; and

WHEREAS, the City Commission has determined that amending the Town's Code of Ordinances to allow local businesses to display an illuminated window sign is in the best interest of the residents of Pembroke Park because such changes can cause a positive economic impact to the Town's economy by helping ensure that local businesses stay open and more residents remain employed; and

WHEREAS, the Town's Planning and Zoning Board recommended approval of the proposed amendments to the Town's Code at its May 30, 2024, meeting; and

WHEREAS, the Town Commission finds the amending the Town's sign code, as detailed

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herein, is in the best interests of the citizens and residents of the Town.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2. Chapter 21 of the Town's Code of Ordinances, entitled "Signs and Advertising," is amended by specifically amending Section 21-17 entitled "Definitions", under Article II entitled "Signs", Division 1 entitled "Comprehensive Regulations and Requirements" as follows:

Sec.21-17. Definitions.

The following words and phrases, when used in this article, shall have the meanings respectively ascribed to them below:

Window sign means a sign located on a window or within a building or other enclosed structure which is visible from the exterior through a window or other openings. [window signs are] not permitted to be illuminated except as permitted in Section 21-20(3)(c).

Section 3. Chapter 21 of the Town's Code of Ordinances, entitled "Signs and Advertising," is amended by specifically amending Section 21-19 entitled "Prohibited Signs," under Article II entitled "Signs", Division 1 entitled "Comprehensive Regulations and Requirements" as follows:

Sec.21-19 Prohibited signs

The following are those signs which shall not be permitted within the municipal limits of the Town:

(o) window signs, when illuminated; except for as permitted in Sec.21-20(3)(c).

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Section 4. Chapter 21 of the Town's Code of Ordinances, entitled "Signs and Advertising," is amended by specifically amending Section 21-20 entitled "Permanent Signs," under Article II entitled "Signs", Division 1 entitled "Comprehensive Regulations and Requirements" as follows:

Sec. 21-20 Permanent signs

Only such permanent signs as are listed in this section shall be permitted to be erected or maintained upon any building lot, plot or parcel of land for the following types of land uses:

(c) All nonresidential uses:

3. Window/door signs

- c. Window/door signs, when illuminated with LED lights that border the window/door with the following criteria:
(a) Must face a major street;
(b) Rotating, animated, moving, flashing, strobe lighting are prohibited.

Section 5. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 6. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 7. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional

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or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

Section 8. This Ordinance shall become effective upon passage and adoption.

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**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS ____ DAY OF
_____, 2024.**

**PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE
PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ____ DAY OF
_____, 2024.**

ATTEST:

MAYOR ASHIRA MOHAMMED

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

Jacob G. Horowitz
Interim Town Attorney

VOTE

ASHIRA MOHAMMED	_____
GEOFFREY JACOBS	_____
MUSFIKA KASHEM	_____
WILLIAM R. HODGKINS	_____
ERIK MORRISSETTE	_____



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

Agenda Request

Meeting Date:	August 28, 2024
Subject:	Code Text Amendment – Quasi-Judicial Proceeding
Initiated by:	☐ Town Commission ☐ Town Attorney ☒ Town Manager / Staff
Prepared by:	Name & Title: Michael Vonder Meulen, Consultant Town Planner, KEITH
Reviewed by:	Name & Title: Jacob G. Horowitz, Town Attorney
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Staff Report and Ordinance
Fiscal Impact:	NA
Policy Question(s) for Commission Considerations:	The proposed Town Ordinance intends to formalize and codify the quasi-judicial process
Summary:	The proposed text amendment will formalize the quasi-judicial proceedings for the Town.
Background:	See Memo
Discussion/Analysis:	See Memo
Options:	Approve, deny or tabled for more information the proposed text amendment.
Advantages:	See Memo
Disadvantages:	None
Possible action:	Approval
Advantages:	See Memo
Disadvantages:	None
Staff Recommendations:	Approval
Additional Action Needed:	Planning and Zoning Board recommended approval on May 30 th .

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023

954.966.4600 • www.tppfl.gov



August 13, 2024

TO: Town Commission

THRU: Chandler Williamson, Town Manager

FROM: Mike Vonder Meulen, AICP, Consultant Town Planner, KEITH

MEETING DATE: August 28, 2024

RE: Proposed Text Amendment to Chapter 13 – Quasi-Judicial Proceedings

Recommendation: The Planning and Zoning Board unanimously recommended approval of the text amendment on May 30, 2024. The Consultant Town Planner also recommends approval.

Background: Attached for the Town Commission review, discussion and approval are text amendments to the Town's Land Development Code creating Secs 13.5-80 through, 13.5-83 formalizing and establishing Quasi-Judicial proceedings for certain site-specific applications before the Town.

The Florida Supreme Court has determined that certain applications which effect specific individuals, interests, or activities, based on testimony presented at a hearing is quasi-judicial in nature and the Florida Legislature have established a process to disclose ex parte communications in quasi-judicial proceedings with local government officials so that such communications will not be presumed to be prejudicial to the proceeding. The proposed Town Ordinance intends to formalize and codify the quasi-judicial process.

The Code amendment provides:

- Intent of the ordinance;
- Definitions;
- Identifies the applications which are quasi-judicial in nature;
- Establishes procedures including ex parte communications;
- Formalizes the notification process;
- Establishes Quasi-Judicial procedures; and
- Clarifies Final Orders, Continuance, Deferral and Appeals.

Consistency with the Comprehensive Plan: The Consultant Town Planner finds that the proposed text amendments are consistent and compatible with the Following Goals, Objectives and Policies of the Town of Pembroke Park Comprehensive Plan including:

GOAL I: Encourage the private and public sectors to adhere to the patterns of planned development in the Town which shall promote environmental protection, strive to meet the Town's social and economic needs and contribute to the health, welfare, and safety of its residents.

POLICY #1.1.2: The Town shall periodically review its current Land Development Regulations.

ORDINANCE NO. 2024 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA; AMENDING CHAPTER 13.5 “LAND DEVELOPMENT”, OF THE TOWN OF PEMBROKE PARK CODE OF ORDINANCES, BY CREATING ARTICLE VIII, TO BE ENTITLED “QUASI-JUDICIAL PROCEEDINGS”; CREATING SECTIONS 13.5-80 THROUGH 13.5-83 OF THE TOWN OF PEMBROKE PARK CODE OF ORDINANCES; ESTABLISHING QUASI-JUDICIAL PROCEDURES FOR PEMBROKE PARK; PROVIDING FOR THE INTENT; PROVIDING FOR DEFINITIONS; IDENTIFYING QUASI-JUDICIAL MATTERS; PROVIDING PROCEDURES FOR QUASI-JUDICIAL PROCEEDINGS, INCLUDING, BUT NOT LIMITED TO, EX PARTE COMMUNICATIONS, NOTIFICATION, PRESENTATION OF EVIDENCE AND PREPARATION OF THE ORDER; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Supreme Court has determined that the application of a general rule or policy to specific individuals, interests, or activities, based on testimony presented at a hearing, that does not affect a large portion of the public is quasi-judicial in nature; and

WHEREAS, the State Legislature has adopted a process to disclose ex parte communications in quasi-judicial proceedings with local government officials so that such communications will not be presumed to be prejudicial to the proceeding; and

WHEREAS, the Town Commission of the Town of Pembroke Park has determined it to be in the best interests of the citizens and residents of the Town to adopt procedures related to quasi-judicial proceedings, including a process whereby ex parte communications may be disclosed in an effort to avoid a prejudicial impact on quasi-judicial proceedings.

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Words in underscore type are additions

WHEREAS, the Town of Pembroke Park Planning and Zoning Board acting as the Local Planning Agency held a public hearing on May 30, 2024 and recommended approval/denial of the code amendment.

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

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2: The Town Commission of the Town of Pembroke Park hereby amends Chapter 13.5, entitled "Land Development", of the Town of Pembroke Park Code of Ordinances by creating Article VIII, to be entitled "Quasi-Judicial Proceedings", as follows:

Article VIII. Quasi-Judicial Proceedings

Sec. 13.5-80 Intent

It is the intent of the Town to provide an equitable and efficient manner for the Town to hear matters which are considered quasi-judicial in nature. Notwithstanding other provisions of the Town's Code of Ordinances, Sections 13.5-80 through 13.5-83 set forth the Town's procedures to be utilized for quasi-judicial proceedings. These procedures shall be utilized by the Town Commission in regards to hearings on quasi-judicial matters in which their body is the final authority.

Sec. 13.5-81 Definitions.

As used in this Article, the terms listed below shall be defined as follows:

(1) Affected Person means a person (or persons), natural or corporate, who is the owners of the subject property or who owns property within

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three hundred (300) feet of the subject property as listed in the records of the County property appraiser, or who resides in or operates a business within three hundred (300) feet of the subject property.

(2) Town or Town Commission means the Town Commission of the Town of Pembroke Park, Florida.

(3) Local Public Official means any public official holding a Town office who considers quasi-judicial action as a member of a Board or Commission.

(4) Party or Parties means the petitioner, Town, and any Affected Person who has requested to be heard at the proceeding.

(5) Quasi-Judicial in Nature means the application of a general rule or policy to specific individuals, interests, or activities.

(6) Quasi-Judicial Proceeding means hearing held by the Town Commission to adjudicate private rights of a particular person after a hearing which comports with due process requirements, and makes findings of fact and conclusions of law on the issue.

(7) Site Specific means an individual piece of real estate which can be clearly defined by street address, legal description or similar means at a single identifiable location.

Sec. 13.5-82 Quasi-Judicial Matters

(1) For the purpose of this article, the following matters, regardless of whether the final determination is made by the Town Commission, shall be considered to be quasi-judicial:

- (a) Site specific rezonings and site plans;
- (b) Site specific land use amendments;
- (c) Variances, including, but not limited to, trees, signs, setbacks, distance requirements between buildings or other variances permitted by the Town Code.
- (d) Plat approvals, Plat Note Amendments, or Non-Vehicular Access Line Amendments;
- (e) Special Exceptions which relate to the use of land and business;
- (f) Parking Waivers.

Sec. 13.5-83 Procedures for Quasi-Judicial Proceedings

(1) Ex parte (oral) communications.

Ex parte communications are not presumed prejudicial provided any disclosure required in subsections (a), (b), or (c) below is made before or during the public meeting at which a vote is taken on the matter.

(a) The substance of any ex parte communication with a local public official that relates to quasi-judicial action pending before the official is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group or entity with whom the communication took place is disclosed and made a part of the record.

(b) A local public official may read a written communication from any person. However, a written communication that relates to quasi-judicial action pending before a local public official shall not be presumed prejudicial to the action and such written communication shall be made a part of the record before final action on the matter.

(c) Local public officials may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before them. Such activity shall not be presumed prejudicial to the action if the existence of the investigation, site visit, or expert opinion is made apart of the record before final action on the matter.

(d) Notwithstanding the provisions of this section above, in quasi-judicial proceedings on local government land use matters, a person may not be precluded from communicating directly with a member of the decision-making body by application of ex parte communications prohibitions. Disclosure of such communications by a member of the decision-making body is not required, and such nondisclosure shall not be presumed prejudicial to the decision of the decision-making body. All decisions of the decision-making body must be supported by substantial, competent evidence in the record pertinent to the proceedings, irrespective of such communications.

(2) Notification.

(a) At least seven (7) calendar days prior to the proceeding, Town shall provide a legal advertisement to be published in a newspaper of general paid circulation in Broward County and of general interest and readership in the community, not one of limited subject matter. Said notice shall state the name of the petitioner for the requested action, the date, time and location of the proceeding, and the location and times where and when the petition and any back-up information may be reviewed. In addition, the notice shall inform all affected persons that they will be allowed to present evidence at the hearing, bring forth witnesses, and cross-examine witnesses provided they notify and file the required forms provided by the Town clerk's office, the substance of which is described in subsection (d), below, at least seven (7) calendar days prior to the proceeding.

(b) Applications for site specific zoning amendments shall adhere to the notification requirements in Sec. 28-37.

(3) Presentation of evidence.

(a) All persons testifying before the Town Commission must be sworn in. The petitioner, members of the Town Commission and any affected person who has provided notice that it intends to appear at the proceeding shall be given the opportunity to present evidence, bring forth witnesses, and cross-examine any witnesses.

(b) All evidence relied upon by reasonably prudent persons in the conduct of their business shall be admissible, whether or not such evidence would be admissible in a court of law. However, immaterial or unduly repetitious evidence shall be excluded.

(c) Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but it shall not be sufficient by itself to support a finding.

(d) Documentary evidence may be presented in the form of a copy or the original, if available. Upon request, parties shall be given an opportunity to compare the copy with the original.

(e) A party shall be entitled to conduct cross-examination when testimony is provided or documents are made a part of the record.

(f) The office of the Town attorney shall represent the Town Commission. Any questions as to the propriety and admissibility of evidence shall be presented to the Town Attorney's Office in a timely fashion.

(4) Quasi-Judicial Proceeding Procedure

The proceedings shall be conducted in an informal manner. Each party shall have the right to do the following:

(a) To call and examine witnesses;

(b) To introduce exhibits;

(c) To cross-examine opposing witnesses on any relevant matter; and

(d) To rebut evidence.

(5) Conduct of Quasi-Judicial Proceedings

To the extent possible, the following shall be the order of the proceedings:

(a) Call the proceeding to order and announce the beginning of the proceeding. A majority of the Town Commission members must be continuously present during the proceeding.

(b) The matter to be heard and the rules concerning the admissibility of evidence should be announced.

(c) Statements of counsel shall only be considered as argument and not be considered as testimony. Counsel for parties shall not be subject to cross-examination. The Town Commission shall have the authority to refuse to hear any testimony which is irrelevant or repetitive.

(d) The Mayor shall have the option of determining the order of presentation of the parties in order to expedite the proceeding.

During its presentation the Town shall present any staff, board or other reports on the matter as well as any comments. These reports shall include, but not be limited to, a description of the request of the petitioner; an analysis which includes the consistency with the Town's Comprehensive Plan, if applicable, and whether the petition does or does not meet the requirements of the Town Code; a listing of the exhibits to be presented; a listing of potential witnesses; a summary of the issues; and the staff and board(s) recommendations. These reports shall include specific findings in support of justifying a recommendation for approval or denial of the petition.

(e) Petitioner or his or her representative may make a presentation. If the petitioner chooses to make a presentation it should include a description of the nature of the petition if there is additional information that has not been previously provided to or by the Town. In addition, the petitioner shall introduce any exhibits and witnesses.

(f) Parties who are in support of the petition shall make their presentation. The parties shall introduce any exhibits and witnesses.

(g) Parties who are in opposition to the petition shall make their presentation. The party shall introduce any exhibits and witnesses.

(h) Town personnel in attendance shall provide responses to any party to the proceeding.

(i) After each witness testifies or documents are made a part of the record, a party shall be permitted to question the witness. The questioning party is not permitted to make any statements, only to ask questions which are directly related to the testimony presented.

(j) Final presentation by the petitioner in response to any testimony from other parties.

(k) Final presentation by the Town in response to any testimony from other parties.

(l) The Town Commission shall deliberate on the petition. No further testimony shall be taken and the members of the Town Commission shall not ask further questions of persons presenting testimony. The Town Commission shall discuss the evidence that was presented at the proceeding and vote on the petition.

(6) Final Determination by the Town Commission.

In reaching a determination as whether to grant or deny the petition, the Town Commission shall:

(a) Consider whether the petitioner's request is consistent with the Town's Comprehensive Plan, if applicable, and

(b) State with specificity the reasons for the approval or denial of the petition. Said approval or denial may by reference incorporate the staff, or other reports.

(c) State whether or not the order is to be recorded in the public records of Broward County, and if applicable, that the cost of recording shall be paid by the petitioner.

(7) Preparation of the Order

The Town Attorney's Office shall prepare the final order of the Town Commission based upon the determination. The final order shall include, but not be limited to, the finding of facts, any conditions, requirements or limitations on the approval of the petition. The order shall be recorded in the Broward County Public Records. If a resolution or ordinance is required to be adopted upon approval of an action by the Town Commission, a final order will not be needed unless the petition is denied.

(8) Continuances and Deferrals.

If, in the opinion of the Town Commission, any testimony or documentary evidence or information presented at the proceeding justifies providing additional time to allow additional research or review in order to properly determine the issue presented, the Town Commission shall continue the case to a designated time to allow for the additional research or review. After the decision is made to continue, the date to which the proceeding shall be continued shall be announced at

the proceeding. All funds expended by the Town Clerk's Office pursuant to this section and reimbursed by the Petitioner shall be directed by to the Town Clerk's Office.

(9) Transcription of Quasi-Judicial Proceedings

The official transcript of a proceeding shall be preserved by tape recording or other device by the Town clerk's office. Nothing precludes any party from providing a court reporter for the proceeding.

(10) Maintenance of Evidence and Other Documents.

The office of the Town clerk shall retain all of the evidence and documents presented at the proceeding, except for large scale exhibits which shall be retained by the Town Manager or his or her designee, all which become a part of the public record of the proceeding.

(11) Appeal of Final Determination by Town Commission.

The final determination of the Town Commission is subject to judicial review in a court of competent jurisdiction. An appeal of the final determination of the Town Commission must be filed within thirty (30) days of the Town Commission decision.

SECTION 3: It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Pembroke Park, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or such other word or phrase in order to accomplish such intention.

SECTION 4: All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications

of this Ordinance that can be given affect without the invalid provision or application, and to this end the provisions of this ordinance are to be severable.

SECTION 6: This Ordinance shall become effective upon adoption.

PASSED AND ADOPTED on First Reading this _____ day of _____, 2024.

PASSED AND FINAL ADOPTION on Second Reading this __ day of _____, 2024.

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN MARTELL
Town Clerk

ROLL CALL

Mayor _____
Vice Mayor _____
Clerk Commissioner _____
Commissioner _____
Commissioner _____

APPROVED AS TO LEGAL FORM:

JACOB G. HOROWITZ
Town Attorney

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August 15, 2024

Re: RMS, MCT & ADMIN Solution

Chief DeCoursey,

SmartCOP, a business unit of Harris Computer¹, is pleased to implement our premier software solution to the City of Pembroke Park, Florida. The implementation will include Record Management System (RMS), Mobile Computing System, Administrative Support Module, Data Conversion Services, Project Management, Implementation and Training.

SmartCOP engages in system development, implementation, and support services for a fully integrated solution of public safety software products. Our solution is a field-proven public safety system designed to respond to the demands of the Pembroke Park, Florida Police Department.

We are proud to not only be a vendor who offers differentiated, value-added products, but also to be a partner in the truest sense.

Our main point of contact for purposes of this proposal is Christine Johnson Odom who is available at (228) 271-3638 to discuss any questions or contractual matters relating to this proposal. The undersigned, Steven Williams, has authority to bind SmartCOP, Inc. to any legal agreement negotiated with the City of Pembroke Park, Florida.

We look forward to working in partnership with your agency to provide a state-of-the-art system that meets the public safety information needs of the City, while enhancing public safety.

Sincerely,

A handwritten signature in cursive script that reads "Steven J. Williams".

Steven Williams
Executive Vice President

SW/ms

E-mail: steven.williams@smartcop.com

¹SmartCOP is a business unit of the Harris Operating Group of Constellation Software, Inc. N. Harris Computer Corp. is a member of the Harris Operating Group and is one of the legal entities that markets and distributes software products and services under the SmartCOP Software platform.

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Products and Services

Based on business process meetings and information obtained by SmartCOP from the City of Pembroke Park, Florida we are proposing the following products and services:

Project Management

SmartCOP will assign a dedicated Project Manager as the single point of contact for the duration of the implementation. The project manager leads the project and is empowered to make the necessary decisions to ensure a successful implementation. We highly recommend your agency assign a point of contact who is knowledgeable in law enforcement as well as the agency's business rules and workflow. The agency's project manager is a key ingredient to the project's success.

Our years of experience and implementations in numerous, comparable agencies ensure your agency will receive the benefit of a proven design, thoroughly tested in real-life scenarios. The key to our solution is its' configurability. The design process is encompassed in two tasks common to each module: Business Process and Standard Operating Procedure (SOP) discussions and Validate Configuration.

During the Business Process and SOP Discussions, we work closely with your staff to identify current business rules, any processes, or procedures you have identified for improvement, and together we will map your workflow to our system. This is an excellent opportunity for you to implement the best practices and improvements your team has identified.

Once the modules have been configured, you will have the opportunity to review, validate, and accept the configuration. Because your team has been involved in the up-front discussions, trained on the use of the configuration tools, and performed the validation, they will be thoroughly versed in the design as configured for your environment.

A detailed project plan will be provided and will include major milestones and related timelines for accomplishing each task. Additionally, a Statement of Work is provided.

Software Installation and Implementation

The SmartCOP software suite is a fully integrated solution. All third-party tools and/or interfaces to third party devices have been thoroughly vetted as part of our product development and testing process. Any new data exchanges (interfaces) will be created in collaboration with the appropriate third-party vendor and certified as *Accepted* by that vendor. The Implementation Plan defines these integration points and the timeline for interface installations.

SmartCOP provides comprehensive installation services for each of the product lines. We begin by providing recommended specifications for all servers, storage, communication, and peripheral devices needed for a successful implementation. Additionally, we can assist the IT staff with initial configuration and setup. This helps ensure not only the appropriateness of the host environment, but also that staff members have the knowledge required to support the infrastructure in the future. All software installation is completed by SmartCOP. We have seasoned professionals with a wealth of experience for installing, configuring, and tuning our products to perform to the agency's environment. We have developed implementation tools, proven over time, to help deliver our software solution to the agency. By means of both on-site (as needed) and remote installation, we can efficiently and reliably install and perform base configuration of each software module.

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For each software module that a customer purchases, SmartCOP follows a five-phase approach as outlined below:

Phase	Major Activities That Occur
Initiation	The initiation phase includes project kickoff meeting, statement of work meetings and signoff and project plan finalization.
Preparation	Agency preparation which includes network preparation, purchasing, and installation of necessary hardware and third party software, and providing remote access to SmartCOP server. If applicable, data conversion process begins. Business process meetings occur between agency and SmartCOP.
Configuration	SmartCOP delivers databases and software applications. System is configured by agency with input and guidance from SmartCOP. If applicable, agency performs data validation on converted data.
Implementation	System administration training User Training GoLive!
Closure Phase	Customer signoff on all deliverables Project and financial closure Transition of project to SmartCOP technical support

Software Deliverables

SmartRMS (site license)

- This is a site license and includes the following software modules:
 - Master Index (Persons, Vehicles, Business)
 - Case Management
 - Offense and Arrest
 - Trespass Warnings
 - Field Interview Report
 - Pawn
 - Tow Receipt
 - Local & State Citations
 - Traffic Warnings
 - Consent to Search
 - Citizen Assists
 - Crash Reports
 - Internal Affairs Incidents
 - NIBRS Reporting
 - Radar Log
 - Evidence / Property Management

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SmartMCT Mobile Software

- MCT software
 - 20 Windows / iOS / Android Devices
 - Mobile AVL
 - RMS Query Access
 - State/NCIC Queries
- SmartMAP (ESRI Based Mapping Solution)
 - 20 Windows laptops/tablets
- Field Based Reporting Licensing for
 - 20 Windows laptops/tablets
- Field Based Reporting Accident / Citation Licensing for
 - 20 Windows laptops/tablets
- One (1) Automatic Vehicle Location (AVL) Server
- Trancite Easy Street Draw Client license
 - Crash scene diagramming
 - 20 Windows laptops/tablet

Administrative Module (site license)

- Employee Master (Personnel)
- Permissions
- Configuration Manager
- Fixed & Issued Property Management
- Fleet Management
- Training Management
- Analytics Package
- Notification Service

External Integration

- CAD Data Import
- Citation & Crash transmittal to County Clerk
- State CIC/NCIC Communication Services
- State CIC/NCIC Parsing Driver License, Registrations

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Professional Services

Data Migration

Records Management System		
Citation/Crash Package	Crash / Accident Data	
	Citation Data (Traffic Citations & Warnings / Faulty Equipment)	
	To include data elements for People, Vehicles, Locations, & Business, Narrative	1
Incidents/Cases/ Arrest Package	Incident Report & Arrest Report Data to include data elements for People, Vehicles, Property, Locations, Business, Narrative, Person Photo (mugshot or other image) or SMT photo, and attachments.	1
Evidence Management	Evidence/Property Information to include data elements for Property/Evidence descriptors, Chain of custody, Attachments	1

Training and Installation Services

Records Management Training

- 1 RMS class; 8 hours each
- 1 Evidence class; 4 hours each
- 1 Supervisor class; 4 hours each
- Go Live Support; 8 hours

Mobile Training

- 1 MCT User Classes; 4 hours each
- 1 FBR User Classes; 8 hours each
- 1 Mobile Administrator Class; 4 hours each
- Go Live Support; 8 hours

Admin Training

- 1 Administrator class; 4 hours each
- 1 User Class; 4 hours each
- 1 Analytics & Reporting Class; 4 hours each

GIS/Mapping configuration

GEO / location Validation Service

- Included:
 - Import agency provided GIS layers into CAD database to be stored as geographic data

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- Not Included:
 - Creation or editing of GIS layers

Map Package Development Service

- Included:
 - Development of the Map Package using the requested version of Runtime Content and color/design layout using data provided from the client.
- Additional:
 - Routing Network – Will require review of client's existing data

Data Update Subscription

- Included:
 - Updates to the existing data delivered by SmartCop. This will require that the data provided to SmartCop for updating is in the same data format as provided to the client from the original delivery.
- Not Included (additional fee determined by the complexity of the updates requested):
 - Updates to the appearance of the Map Package.
 - Including but not limited to color schemes and creation of additional layers.
 - Changes to the format of the data provided that varies from the source data used to create the previous Map Package.
 - Conversion of Map Package between versions of the runtime content.

Maintenance and Support

- Support and Maintenance of the SmartCOP system provided to the agency immediately after installation. Annual software maintenance will be assessed annually, payable immediately following go live of system.

CJIS Security Adherence

- SmartCOP conforms to all FBI CJIS Security requirements for vendors and as such all employees that will interact with your agency's criminal justice information have had fingerprint background checks performed as well as security training conducted.

Software Updates

- Customers on active maintenance agreements are entitled to all software updates at no additional charge. SmartCOP regularly updates their software based on enhancement requests from customers and other factors such as new hardware technologies, new industry standards, etc. SmartCOP also makes software functionality changes that are necessary to keep their software compliant, where applicable, with new or changed Federal, State or Local requirements impacting the agency's ability to meet such requirements within the intended scope of the currently installed SmartCOP software.

Pricing

See Appendix 1 - SmartCOP Product Schedule & Pricing

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Acceptance

The agency named below verifies that the terms of this Scope of Work is acceptable. The parties hereto are each acting with proper authority by their respective companies.

SmartCOP Inc.

Company name

Steven Williams

Full name

Executive Vice President

Title

Steven J Williams

Signature

August 15, 2024

Date

Company name

Full name

Title

Signature

Date

410 East Government Street | Pensacola, Florida 32502

Phone: 850.429.0082 | www.smartcop.com



SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 20____, by SmartCOP, Inc. ("Licensor"), with its principal place of business at 410 East Government Street, Pensacola, Florida 32502, and City of Pembroke Park, FL ("Licensee"), with its principal address at 3150 SW 52nd Ave., Pembroke Park, FL 33023.

WHEREAS, Licensor has the exclusive right to license the public safety software site known as SmartCOP™, a comprehensive, integrated software product suite designed to provide Computer Aided Dispatch, Mobile Data Computer Systems, Record Management Systems, Case Management Systems, Jail Management Systems, Civil Enforcement, and Administrative Programs.

WHEREAS, Licensee desires to acquire a non-exclusive and non-transferable license to use and configure to use the software modules listed in Product Schedule & Pricing (attached as Appendix 1) (collectively referred to hereafter as "Software Products"), subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Licensor and Licensee agree as follows:

ARTICLE I. THE LICENSE

1.01 **License.** Licensor hereby grants to Licensee a non-exclusive, non-transferable and limited right and license to use and configure the Software Products in object code format solely for Licensee's internal operations (the "License") for the term set forth in Section 1.02 and subject to the terms and conditions set forth in this Agreement, in consideration for the payment of the fees specified in the Product Schedule & Pricing (attached as Appendix 1). The License includes the right to use and configure only those Software Products listed in the Product Schedule & Pricing (attached as Appendix 1) hereto. Licensee may license additional Software Products through a written amendment to this Agreement specifying an additional license fee and signed by both parties. The Software Products may, if applicable, include Other Products that are provided in connection with the software Products pursuant to authority granted to Licensor by such third parties or through sublicense agreements with Licensee.

1.02 **Term.** The License shall commence upon the installation of the first Software Product set forth on the Product Schedule & Pricing (attached as Appendix 1) hereto (the "Delivery Date"), provided that Licensee has paid all applicable fees. The License shall continue in perpetuity, unless terminated pursuant to the terms hereof.

1.03 **Fees and Charges.** Licensee shall pay to Licensor, without deduction or set-off, a license fee (the "License Fee") for the Software Products in the amount and at the time set forth on the Product Schedule & Pricing (attached as Appendix 1) as "Standard Payment Terms." During the term of this Agreement, Licensor shall, from time to time, deliver invoices to Licensee. Each invoice delivered to Licensee by Licensor shall be due and payable upon receipt thereof by Licensee. In the event Licensee fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Licensor has under this Agreement or otherwise, Licensor shall have the option to suspend or terminate all Software and Services under this Agreement. Suspension or termination of any such Software and/or Services shall not relieve the Licensee of its obligation to pay its outstanding invoices, including any applicable late charges. Late payments will incur a charge of 1.0% per month, not to exceed the maximum amount allowed by law. Licensee shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on Licensor's net income) assessed on the Licensor's product offerings. To the extent Licensee imposes additional requirements on Licensor for Services other than those expressly provided in this Agreement, Licensor retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional Services, Licensor will notify Licensee that the Services are subject to additional charge(s).

1.04 **Taxes.** If applicable, Licensee is responsible for and shall pay all federal, state and local sales, use, value added, and ad valorem taxes due in connection with the licensing and use of the Software Products.

1.05 **Sublicensing and Assignment Prohibited.** This License does not provide Licensee the right to sublicense any

of the Software Products, and Licensee is strictly prohibited from sublicensing without the explicit written permission of Licensor.

1.06 Exclusions. Except as expressly authorized in writing, Licensee shall not allow, direct or authorize (directly or indirectly) any other party to:

- a. Use the Software Products for any purpose other than in connection with Licensee's internal operations;
- b. Copy the Software Products;
- c. Cause or permit reverse compilation or reverse assembly of all or any portion of the Software Products;
- d. Distribute, rent, lease or transfer to any third party any portion of the Software Products;
- e. Export the Software Products in violation of U.S. Department of Commerce export administration regulations; or
- f. Copy for use or distribute for use any third party software products resold to Licensee by Licensor without paying the appropriate license fee.

1.07 Other Products. "Other Products" shall mean, if applicable, the additional products being purchased by Licensee from Licensor as specified in the Product Schedule & Pricing (attached as Appendix 1) under such terms and conditions as are defined from time to time. If applicable to Licensee, and provided Licensee enters into any applicable sublicense or other relevant agreements for the Other Products, as may be required by the vendors of the Other Products (hereinafter referred to as the "Sublicense Agreements") and subject to the terms and conditions of this Agreement, Licensee is granted a sublicense with respect to the Other Products designated in the Product Schedule & Pricing (attached as Appendix 1).

1.08 Subject to Section 1.07, the license grants to the Other Products shall be as set forth in their applicable Sublicense Agreements. To the extent that the Product Schedule & Pricing (attached as Appendix 1) does not specifically outline Other Products for which a Sublicense Agreement is required, the Licensee shall be deemed to have been granted a sublicense in the Other Products (or Software Programs, if applicable) which are subject to the terms of this Agreement.

ARTICLE II. DELIVERY

2.01 Acceptance. Licensor shall deliver to Licensee one (1) copy of the Software Products (in machine-readable object code). Licensee shall be conclusively deemed to have accepted the Software Products upon Licensee's first use of the Software Product in a production environment ("Go-Live") unless Licensee notifies Licensor in writing within ten (10) days of Go-Live that the Software Products have been rejected as failing to operate substantially in accordance with the written agreement between Licensor and Licensee, and describing in detail each nonconformity. Upon receipt of the nonconformity list, Licensor shall have thirty (30) days to repair any nonconformities listed on the nonconformities list by modifying the Software Products as necessary at Licensor's expense, such that the Software Products affected by the nonconformities operate substantially in accordance with the written agreement between Licensor and Licensee.

2.02. Installation. Licensor shall provide Licensee with installation support in accordance with Licensor's standard installation procedures for one (1) copy of the server portion of each Software Product as well as the client portion of each Software Product for the fee set forth in the Product Schedule & Pricing (attached as Appendix 1).

ARTICLE III. MAINTENANCE AND SUPPORT SERVICES

3.01 Maintenance and Support. Licensee may obtain maintenance and support services for the Software Products by entering into a separate Software Maintenance and Support Agreement with Licensor, a sample copy of which is attached hereto as Appendix 2.

ARTICLE IV. CONFIDENTIALITY AND COPIES

4.01 Confidentiality. To the extent allowed by law, Licensor and Licensee shall not disclose one another's Confidential Information.

4.02 Confidential Information. The term "**Confidential Information**" as used in this Agreement includes any information (whether or not reduced to writing and whether or not patentable or protected by copyright) that either Licensor or Licensee treats as proprietary or confidential (whether owned or developed by either party or received by either party from third parties), including without limitation either party's trade secrets, business methods, business policies, procedures, techniques, financial information, "know how", research or development projects or results, algorithms, computer software and hardware, computer programs (whether source or object code), hardware or manuals, trade secrets, or other knowledge or processes of or developed by Licensor or Licensee. Failure to mark any of the confidential information as confidential or proprietary shall not affect its status as part of Confidential Information under the terms of this Agreement.

4.03 Obligations. Licensor and Licensee shall protect each other's Confidential Information with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, that each utilizes for its own Confidential Information and that it does not wish disclosed to the public.

4.04 Exclusions. This Agreement imposes no obligation upon either party ("Recipient") with respect to the other party's ("Discloser's") Confidential Information that Recipient can establish by legally sufficient evidence: (a) was in the possession of or was rightly known by Recipient without an obligation to maintain its confidentiality prior to receipt from Discloser; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is required to be disclosed by applicable law; provided that Recipient notifies Discloser of such requirement prior to disclosure, and provided further that Recipient makes diligent efforts to limit disclosure. Recipient shall keep confidential any Confidential Information received for three (3) years after the termination of this Agreement.

4.05 Copies. Licensee may make additional copies of any printed materials provided by Licensor up to the number of simultaneous users set forth in the Product Schedule & Pricing (attached as Appendix 1) but shall not make copies in excess of such number without the prior written consent of Licensor. Licensee may make two (2) copies of the Software Products solely for use by Licensee as back-up copies for disaster recovery. Every copy of the manual or the Software Products made by Licensee shall include the copyright notices included on the copies delivered to Licensee. Licensee shall not make or maintain any other copy of the Software Products or any portion, derivative or modification of any of them.

ARTICLE V. WARRANTY

5.01 Software Warranty. Licensor warrants, for Licensee's benefit only, that the Software Products will perform substantially in accordance with the Software Product's documentation for a period of one (1) year after the date on which Licensee's license for such Software Product is i) initially installed by Licensor per the Product Schedule & Pricing (attached as Appendix I) and SOW, or ii) if by Licensee, initially delivered to Licensee by Licensor. Licensor's warranty shall not apply to Software Product that has been modified by Licensee or third parties, or to Software Product that is installed on computer systems not approved by Licensor. Licensee agrees to notify Licensor in writing before expiration of the preceding period of the failure of any Software Product to satisfy the foregoing warranty and, after verification thereof by Licensor, Licensor will undertake to correct any reported error in accordance with Licensee's signed Software Maintenance and Support Agreement. Licensee acknowledges that the Software may not satisfy all of Licensee's requirements and the use of the Software Products may not be uninterrupted or error-free. Licensor warrants, for Licensee's benefit only, that it possesses the necessary intellectual rights to license to Licensee the Software Product provided hereunder.

5.02 Services Warranty. Licensor warrants that it will perform the Services in a professional and workmanlike manner.

5.03 Manufacturer's Equipment Warranty. Licensee acknowledges that all equipment, if any, supplied by Licensor hereunder is manufactured by third parties and Licensee agrees that the only warranties applicable to the Equipment are such warranties as may be provided by the manufacturers thereof and such warranties begin the date Licensee receives the equipment. Licensor makes no warranty of any kind with respect to any equipment. Licensee agrees to look solely to the manufacturer with respect to all mechanical, service and other claims and the right to enforce all warranties on such equipment made by said manufacturer are hereby, to the extent Licensor has the right,

assigned to Licensee. Licensor is not responsible for modifications to the manufacturer's published warranties, which modifications are determined solely at the discretion of the distributor or manufacturer.

5.04 Other Products. Licensee acknowledges and agrees that Other Products provided to Licensee by Licensor is provided to Licensee pursuant to the terms of the licensor's applicable license, and Licensee agrees to be bound thereby and that such terms govern any conflict between those terms and this Agreement. Licensee will acquire only those rights in the Other Products granted by applicable license and accorded by applicable law. In the event that any Other Products provided by Licensor to Licensee requires acceptance of a "shrink wrap" or "box top" license or agreement or execution of a "click-through" license or agreement for the access, opening, unpacking, installation or configuration thereof, Licensee acknowledges and agrees that Licensor may act as an agent on Licensee's behalf in accepting and executing such license or agreement on behalf of Licensee. LICENSOR PROVIDES THE OTHER PRODUCTS "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE WARRANTIES, INDEMNITIES, AND REMEDIES SET FORTH IN THIS SECTION 5 DO NOT APPLY TO OTHER PRODUCTS OR ANY BREACH, INFRINGEMENT, OR MISAPPROPRIATION ALLEGED TO BE CAUSED BY OTHER PRODUCTS. Licensee acknowledges it must look exclusively to the manufacturer of the Other Products for any warranty, maintenance, support or other service or remedy relating thereto. Software Maintenance does not apply to Other Products.

5.05 Exclusions. Licensor shall have no obligation to perform warranty services for: (1) third party equipment or software not installed by Licensor; (2) any equipment or Software Products for which warranty or maintenance has been performed by a third party not authorized by Licensor; (3) any equipment or Software Products that have been substantially altered, damaged or modified by someone other than Licensor or its subcontractors; (4) any equipment or Software Products which have been damaged as a result of Licensee's failure to operate them in accordance with the operating instructions of the manufacturer or software vendor; (5) failures due to force majeure or exposure to unusual physical or electrical stress; or (6) failure by Licensee to back up software and data contained in its system on a regular basis, but not less than once every day.

5.06 WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREUNDER, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE SOFTWARE PRODUCT, EQUIPMENT, SERVICES, OTHER PRODUCTS, ANY THIRD PARTY SOFTWARE OR OTHER MATERIALS, SERVICES, INFORMATION OR TECHNOLOGY, AND LICENSOR EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE VI. OWNERSHIP AND USE

6.01 Ownership. Licensor is not granting Licensee, either directly or by implication, any right, title or interest in Licensor's Software Products, applications, software, code and/or systems. Licensee is acquiring the perpetual right to utilize the run-time version of Licensor's Software Products that are current as of the time of the termination of the contract between Licensor and Licensee. Licensee agrees not to disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, or derive code from any of Licensor's Software Products, applications, software, code and/or systems, or permit or encourage any third party to do so. Under no event shall Licensee transfer, assign and/or sell the run-time version, the object code or the source code of Licensor's Software Products, applications, software, code and/or systems to any person or entity.

6.02 Use. Licensee may keep one (1) copy of the Software Products resident on the file server for Licensee's network ("Network") at the site designated on the Product Schedule & Pricing (attached as Appendix 1) to this Agreement (the "Installation Site") and may keep one (1) copy of the client portion of each Software Product resident on as many computers owned or controlled by Licensee and connected to the file server for as long as Licensee restricts access to the Software Products resident on the server to the number of simultaneous users set forth in the Product Schedule & Pricing (attached as Appendix 1). Notwithstanding the foregoing, if the Network becomes inoperable (whether due to maintenance thereof, modification, disaster, or otherwise), the Software Products may be temporarily used on a different file server at the Installation Site or another computer center. Temporary use on a different file server, however, shall not exceed thirty (30) days without the prior written consent of Licensor.

6.03 **Modification.** Licensee shall only make changes or modifications to the Software Products using the Configuration Tools Modules listed on the Product Schedule & Pricing (attached as Appendix 1) and provided by the Licensor. Violation of this prohibition will be grounds for termination of this agreement pursuant to Article VIII, and Licensor shall have no further duties, liabilities or obligations with respect to the Software Products.

ARTICLE VII. LIMITATION OF LIABILITY AND INDEMNIFICATION

7.01 **Limitation of Liability.** Licensor, its officers, directors, shareholders, members, employees, and/or agents shall not have any liability to Licensee, its officers, directors, shareholders, members, agents and/or employees for losses, damages and/or injuries arising out of: (1) third party equipment or software not installed by Licensor; (2) any equipment or Software Products for which maintenance has been performed by a third party not authorized by Licensor; (3) any equipment or Software Products that have been substantially altered, damaged or modified by someone other than Licensor or its subcontractors; (4) any equipment or Software Products which have been damaged as a result of Licensee's failure to operate them in accordance with the operating instructions of Licensor, the manufacturer, or the software vendor; (5) failures due to force majeure or exposure to unusual physical or electrical stress; or (6) failure by Licensee to back up software and data contained in its system on a regular basis, but not less than once every day. This limitation of liability includes all claims for losses, damages and/or injuries arising in tort, contract, negligence, strict liability, or otherwise, including, without limitation, damages for physical or mental pain or suffering, medical expenses, wrongful death, loss of good will, work stoppage, computer failure or malfunction, loss of work product, or any and all other commercial or personal injury damages or losses, direct or indirect. Notwithstanding the form (e.g., contract, tort or otherwise) in which any legal or equitable action may be brought, in no event will Licensor or its suppliers be liable for damages or losses that exceed, in the aggregate, the following for each respective breach or series of related breaches: (i) with respect to equipment, the purchase price paid by Licensee for the equipment that gave rise to such damages or losses; (ii) with respect to Software Products the amount of License Fees paid by Licensee for the Software that gave rise to such damages or losses; and (iii) with respect to any Services provided hereunder, the amount of fees paid for the Services that gave rise to such damages or losses. Except with regard to payments due Licensor neither party will be liable for any delays or failures in performance due to circumstances beyond its reasonable control that could not be avoided by its exercise of due care. Licensor's liability for any form of action shall only apply after any and all appropriate insurance coverage has been exhausted.

7.02 **Indemnification for Infringement.** Licensor shall, at its expense, indemnify and defend Licensee against any claim that the Software Products (excluding Other Products) infringe any United States patent or copyright and pay any resulting final judgment or settlement cost, provided that Licensee gives Licensor prompt, written notice of any such claim and allows Licensor to control the defense and all related settlement negotiations. Licensee shall allow Licensor, at Licensor's option and expense, if any infringement claim has occurred or in Licensor's reasonable judgment is likely to occur: (i) to procure the right for Licensee to continue using the Software Products; (ii) to replace or modify the Software Products so that they become non-infringing and functionally equivalent; or (iii) if neither of the foregoing alternatives is available on terms which are reasonable in Licensor's discretion, Licensee shall, upon the request of Licensor, return the Software Products to Licensor, whereupon Licensee can seek applicable remedy from Licensor pursuant to a breach of this Agreement. Licensor shall have no liability to indemnify or defend Licensee to the extent the alleged infringement is based on: (a) a modification of the Software Products by anyone other than Licensor or someone acting on behalf of Licensor, (b) use of the Software Products other than in accordance with the written agreement between Licensor and Licensee, or (c) a modification by Licensor of the Software Products at the direction of Licensee.

ARTICLE VIII. TERMINATION

8.01 Licensor may terminate the License if Licensee: (i) fails to pay the License Fee when due as set forth in the Product Schedule & Pricing (attached as Appendix 1); (ii) makes or distributes, or fails to use its best efforts to prevent others from making or distributing, copies of the Software Products (except as expressly permitted by this Agreement) or derivations or modifications thereof; (iii) uses the Software Products in violation of the provisions of this Agreement; or (iv) fails to comply with any other material obligation under this Agreement and such failure, action, use or non-compliance remains uncured for thirty (30) days after receipt of written notice thereof. Upon termination of the License, Licensee shall discontinue use and return all copies of the Software Products in its possession or control to Licensor, but Licensee's obligation to pay accrued charges and fees and to protect the confidentiality of the Software Products shall continue.

ARTICLE IX. MEDIATION

9.01 The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided, however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

9.02 Nothing in this Section Article IX shall preclude any party from applying to a court of competent jurisdiction for, and obtaining if warranted, preliminary or ancillary relief pending the conduct of mediation, or an order to compel the mediation provided for herein. The parties agree that the state and federal courts in Florida shall be the exclusive courts in which either party may seek such relief.

ARTICLE X. MISCELLANEOUS

10.01 **Notice.** Any notice hereunder by either party shall be given by personal delivery or by sending such notice by certified mail, postage pre-paid, to the other party at its address set forth herein or at such other address designated by written notice. Notice shall be deemed to have been received upon the date of actual delivery.

10.02 **Interpretation.** The validity and interpretation of this Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Florida, without regard to the principles of Florida's conflicts of laws thereof.

10.03 **Severability.** If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, the validity and enforceability of all of the remaining provisions hereof shall not be affected thereby.

10.04 **Failure to Exercise Rights.** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.

10.05 Licensee grants to Licensor the right to use Licensee's name and trademarks solely as a client reference in promotional and marketing materials in accordance with generally accepted industry standards and practices for such references.

10.06 **Independent Parties.** Licensor and Licensee are independent parties. Nothing in this Agreement will be construed to make either party an agent, employee, franchisee, joint venturer or legal representative of the other party.

10.07 **Force Majeure.** Neither Party shall be liable to the other Party or shall be subject to termination of this Agreement by the other Party, for any delay, nonperformance, loss or damage (other than for failure to pay any amount when due) because of reasons beyond its reasonable control including, but not limited to, acts of God, acts, regulations or laws of any government, acts of terrorism, war, riots, civil unrest, power failures, accidents in transportation or other causes beyond the reasonable control of the respective Party.

10.08 **Titles.** The titles of the Articles and Sections hereof are for convenience only and do not in any way limit or amplify the terms and conditions of this Agreement.

10.09 **Sublicense & Assignment.** Licensee may not transfer, assign or sublicense its rights, duties or obligations under this Agreement to any person, company or entity, in whole or in part. Licensor may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. Licensor may perform any obligation pursuant to this Agreement using agents and subcontractors. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

10.10 **Survival.** Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

10.11 **Restricted Rights Regarding Software.** The Software, both SmartCOP and Other Products Software (including documentation), is provided with Restricted Rights. Use, duplication, or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to restrictions set forth, as applicable: (i) in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-14, or FAR 52.227-19; (ii) in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 252.227-7014, DFAR 252.227-7015, DFAR 252.227-7018, or DFARS 252.227-7013; or (iii) in similar clauses in other federal regulations, including the NASA FAR supplement. The contractor or manufacturer is SmartCOP, and/or a third party as may be noted on the Product Schedule and Pricing, and/or SOW. Customer will not remove or deface any restricted rights notice or other legal notice appearing in the Software or on any packaging or other media associated with the Software. Customer will require that its users and other recipients, if any so authorized by SmartCOP herein, agree to and acknowledge the provisions of this Section 10.11 in writing.

10.12 **Complete Agreement.** This Agreement, together with the Appendices, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings, statements, warranties, representations, and agreements, oral and written, relating hereto. Any amendment hereof must be in writing and signed by both parties.

10.13 This Agreement may be executed by the parties hereto in multiple counterparts and shall be effective as of the date first above written, when each party shall have executed and delivered a counterpart hereof, whether or not the same counterpart is executed and delivered by each party. When so executed and delivered, each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same document. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed and delivered this Agreement as of the date first above written.

Licensor

By: _____

Printed Name: Steve Williams

Title: Executive Vice President

Date: 8/15/2024

Licensee

By: _____

Printed Name: _____

Title: _____

Date: _____



APPENDIX 1

PRODUCT SCHEDULE & PRICING



APPENDIX 2

SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 20__, by SmartCOP, Inc. ("Licensor"), with its principal place of business at 410 East Government Street, Pensacola, Florida 32502, and City of Pembroke Park, FL ("Licensee"), with its principal address at Agency Address 3150 SW 52nd Ave, Pembroke, FL 33023.

WHEREAS, Licensor has the exclusive right to license the public safety software suite known as SmartCOP™, a comprehensive, integrated software product suite designed to provide Computer Aided Dispatch, Mobile Data Computer Systems, Record Management Systems, Jail Management Systems, and Administrative Programs.

WHEREAS, Licensor has agreed to provide Licensee a non-exclusive and non-transferable license to use and configure the following software modules listed in Product Schedule & Pricing (attached as Appendix 1) (collectively referred to hereafter as "Software Products").

WHEREAS, Licensee desires to acquire a non-exclusive and non-transferable license to use and configure to use the software modules listed in Product Schedule & Pricing (attached as Appendix 1) (collectively referred to hereafter as "Software Products"), subject to the terms and conditions set forth in this Agreement.

WHEREAS, Licensee has requested Licensor to provide maintenance and support services on the Software Products.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1.0 Maintenance and Support Services. Licensor will provide software maintenance and support services ("Maintenance and Support Services") on the date the Software Product is installed (the "Start Date"), primarily via telephone, online reporting software, and electronic mail as set forth below. To enable Licensor to provide effective support, the Licensee will establish a FBI CJIS Policy approved remote access procedures compatible with Licensor's then current practices which may be revised over time.

Licensor agrees to provide Licensee Maintenance and Support Services consistent with the following:

Service Maintenance

Any deficiencies found by Licensee during its use of the Software Products will be reported to Licensor's technical support staff by Licensee. Licensor's technical support personnel are available twenty-four (24) hours a day, seven (7) days a week, 365 days per year, holidays included. Licensees use a toll free number to secure assistance: 1-800-374-0101.

Correcting Deficiencies

During the maintenance and support period, Licensor will be responsible for ensuring performance deficiencies are corrected. Licensor maintains sufficient technical help to support the ongoing operation of the system and to develop required enhancements.

When a call is received, the Licensor call taker will secure all information necessary to properly evaluate the caller's difficulty. Wherever possible, the call taker will work with the caller to resolve the issue immediately using Licensor's knowledge base of resolutions. When such resolution is not possible, the call taker will escalate the call to Level II support.

At Level II a lead engineer determines the severity of the call and assigns it to the appropriate engineer for resolution. When the call is completed, the engineer will notify the support desk of the solution and note the

solution in the knowledge base. The caller will be notified as to resolution and any instructions for correcting the problem.

New Service Versions

During the maintenance and support period, continual system review and recommendations for enhancements are supported. Licensee will make available updates to the Software Products that incorporate any new features or enhancements to the licensed Software Products made generally available to Licensor's other Licensees ("Updates") at no additional charge other than the payment of the Annual Maintenance Fee. Update releases will be distributed and installed remotely via a remote connection to minimize downtime. Release Notes accompanying each release will identify corrections and enhancements made in each software module and any installation instructions as warranted. Updates may require additional professional services to be performed by Licensor outside of the scope of those Maintenance and Support Services described herein, including additional training and the professional services for the installation and implementation of the Update that will be subject to Licensor's then-prevailing policies, terms and billable fees related to pricing and hourly rates.

Selection of New Functions (Enhancements)

Licensor welcomes all suggestions for enhancements from Licensee. All enhancements will be reviewed and those deemed beneficial to most users will be incorporated and included in the subsequent release of the software. Users will be notified via telephone or e-mail when a suggestion will be incorporated into a release and when to expect the release. In addition, enhancements will be identified in the Release Notes that accompany software updates.

Support Services:

Licensor's support staff is available via a toll-free number 24 hours a day, 7 days a week, 365 days a year for an immediate response. When a call is received, a Licensor call taker works with Licensee personnel to immediately resolve errors using Licensor's knowledge base of resolutions. When such resolution is not possible, the call is escalated.

The following outlines Licensor's support procedure:

Priority 1- Urgent/Emergency

- Issues that affect officer safety.
- Application introducing data corruption.
- Program will not start.
- Critical work cannot be completed to meet deadlines.

Steps to Resolution

1. A Licensee support technician will immediately contact the Licensee to acknowledge receipt of the issue, and to inform the Licensee of Licensor's plan to resolve the issue.
2. Licensor personnel will begin resolving the issue while continuously updating the Licensee with the status of the issue.
3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.

Priority 2- High/Non-Emergency

- Software module/function is down/non-functional.

Steps to Resolution

1. A Licensee support technician will immediately contact the Licensee to acknowledge receipt of the issue, and to inform the Licensee of Licensor's plan to resolve the issue.
2. Licensor personnel will begin to resolve the issue while continuously updating the Licensee with the status of the issue.
3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.

Priority 3- Medium Priority

- Problem exists but critical systems are functional.
- Problem can be temporarily circumvented.
- Licensee states problem is not critical but would like a fix as soon as possible.
- Non-application related issues that have rendered the system inoperable.

Steps to Resolution

1. A Licensee support technician will immediately contact the Licensee to acknowledge receipt of the issue, and to inform the Licensee of Licensor's plan to resolve the issue.
2. Licensor personnel will begin to resolve the issue and will update the Licensee as to the status of the issue.
3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.
4. Licensor personnel will inform the Licensee as to the delivery date for the software patch that will resolve the issue.

Priority 4- Minor Priority

- Minor problem with little or no impact on services.
- Licensee impact is minimal.
- Deferred maintenance is acceptable, and a schedule can be determined between support and the Licensee.
- Licensee states problem can be addressed at a later date.

Steps to Resolution

1. Licensor personnel will begin to resolve the issue and will update the Licensee as to the status of the issue.
2. Licensor personnel will inform the Licensee as to the delivery date of the software patch that will resolve the issue. All future status reports will be communicated to the Licensee via problem submission reports or direct Licensee inquiry via telephone or online TCN status query.

2.0 Fees. In consideration for the Maintenance and Support Services, Licensee shall pay the “Annual Maintenance Fee” as detailed in the Product Schedule & Pricing (attached as Appendix I). The Annual Maintenance Fee, subject to increase at Licensor’s discretion, will be billed annually in advance beginning on the first use of the Software Product in a production environment (“Go-Live”) and thereafter on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties in accordance with Section 3 – Term. Licensee shall pay the then prevailing Annual Maintenance Fee in advance for each term of the Maintenance and Support Services under the Agreement. At the time of renewal, Licensor reserves the right to increase the annual fee. Licensor shall not refund any Annual Maintenance Fees if the Maintenance and Support Services under this Agreement are terminated. In addition to the Annual Maintenance Fee, Licensee shall reimburse Licensor for its direct expenses, should onsite assistance be requested by the Licensee or required to expedite resolution. Licensor may update its reimbursement policies from time to time, in which case such updated policies shall apply for purposes of the Maintenance and Support Services under this Agreement, provided that such updated reimbursement policies must generally apply to all clients of Licensor.

3.0 Term. Licensee agrees to subscribe to Annual Maintenance commencing upon the 1st of the month following

Go-Live (“Initial Annual Maintenance Term”). Licensee may cancel the next year’s Annual Maintenance upon thirty (30) days prior written notice to Licensor. In the event such notice is not timely received, Licensor will automatically extend the Annual Maintenance for another one (1) year period (“Annual Renewal Maintenance Term”). Initial Annual Maintenance Term and Annual Renewal Maintenance Term collectively referred to herein as “Annual Maintenance Term.”

If Licensee initially declines software maintenance or if maintenance for an item of Software is discontinued at Licensee’s request, additional maintenance for these items is not available under this agreement. The re-instatement of maintenance and support services is subject to additional charges and fees.

If Licensee fails to make the Annual Maintenance Fee payments when due, or in the event Licensee materially breaches this Agreement and such breach is not cured within thirty (30) days of receipt of written notice of breach, Licensor may suspend or cancel the Maintenance and Support Services. The reinstatement of any cancelled Maintenance and Support Services is subject to additional charges and fees.

4.0 Licensee's Cooperation. If Licensee requests maintenance or support, Licensee shall cooperate with Licensor in all aspects of such service in order to facilitate Licensor providing electronic and onsite assistance to Licensee, including without limitation providing Licensor with information by telephone, documentation (if necessary), access to Licensee's computer system through high speed connectivity, and implementation (when feasible).

5.0 Exclusions and Modifications. Licensor shall have no obligation to perform maintenance or support services for: (1) third party equipment or software not installed by Licensor; (2) any equipment or Software Products for which maintenance has been performed by a third party not authorized by Licensor; (3) any equipment or Software Products that have been substantially altered, damaged or modified by someone other than Licensor or its subcontractors; (4) any equipment or Software Products which have been damaged as a result of Licensee’s failure to operate them in accordance with the operating instructions of the manufacturer or software vendor; (5) failures due to force majeure or exposure to unusual physical or electrical stress; or (6) failure by Licensee to back up software and data contained in its system on a regular basis, but not less than once every day.

6.0 Limitations on Licensee Rights. Except as expressly authorized in writing, Licensee shall not:

- a. Copy the Software Products;
- b. Cause or permit reverse compilation or reverse assembly of all or any portion of the Software Products;
- c. Distribute, rent, lease or transfer to any third party any portion of the Software Products; or
- d. Export the Software Products in violation of U.S. Department of Commerce export administration regulations.

7.0 Ownership. Licensee acknowledges that the Software Products, and all remains the exclusive property of Licensor and its successors and assigns. Licensee acknowledges that it has no rights to nor interest in the Software Products other than as expressly granted herein. Licensee shall not remove any identification or notices affixed to the Software Products or their packaging. Additionally, no license, right or interest in any Licensor trademark, trade name, and service mark is granted to Licensee hereunder.

8.0 Licensee Obligations. Licensee shall protect Licensor’s trade secrets and intellectual property, including without limitation the Software Products, with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Licensee utilizes for Licensee’s trade secrets and intellectual property it does not wish disclosed to the public.

9.0 Sublicensing and Assignment Prohibited. Without the prior written consent of Licensor, Licensee may not transfer, assign or sublicense its rights, duties or obligations under this Agreement to any person, company or entity, in whole or in part. Licensor may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. Licensor may perform any obligation pursuant to this Agreement using agents and subcontractors. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

10.0 Limitation of Liability. Licensor's total liability for damages related to this Maintenance and Support Agreement (whether based in contract, tort, negligence, strict liability or otherwise) shall in no event exceed the Annual Maintenance Fees paid by Licensee during the twelve (12) month period immediately previous to the event giving rise to the liability. This limitation of liability includes all claims for losses, damages and/or injuries arising in tort, contract, negligence, strict liability or otherwise, including claims, losses, injuries, or damages arising out of Licensor's negligence or gross negligence.

11.0 Interpretation. The validity and interpretation of this Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Florida, without regard to the Florida principles of conflicts of laws.

12.0 Severability. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, the validity and enforceability of all of the remaining provisions hereof shall not be affected thereby.

13.0 Failure to Exercise Rights. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.

14.0 Titles. The titles of the Articles and Sections hereof are for convenience only and do not in any way limit or amplify the terms and conditions of this Agreement.

15.0 Survival. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

16.0 Complete Agreement. This Agreement, together with the Appendices, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings, statements, warranties, representations, and agreements, oral and written, relating hereto. Any amendment hereof must be in writing and signed by both parties.

17.0 This Agreement may be executed by the parties hereto in multiple counterparts and shall be effective as of the Effective Date, when each party shall have executed and delivered a counterpart hereof, whether or not the same counterpart is executed and delivered by each party. When so executed and delivered, each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same document. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed and delivered this Agreement as of the date first above written.

Licensor

Licensee

By: _____

By: _____

Printed Name: Steven Williams

Printed Name: _____

Title: Executive Vice President

Title: _____

Date: 8/15/2024

Date: _____



Appendix 1 Product Schedule & Pricing Summary Page

Pembroke Park, FL Police Dept.

8/15/2024

Reference Number: 2408151606

Software License		Total
Records Management System (SmartRMS)	\$	44,249
Mobile (SmartMOBILE)	\$	29,012
Administrative Support Modules (SmartADMIN) / Third Party Software	\$	10,770
	\$	84,031
Discount 16%	\$	(13,445)
SmartCOP Software License Total	\$	70,586

Professional Services		
Project Management, Implementation & Training	\$	37,779
Data Conversion Services	\$	34,300
Professional Services Subtotal	\$	72,079

Hardware/Hosting		
Total	\$	142,664

Procurement Methods

Purchase Option		
Total Software & Services Cost	\$	142,664
Year 1 Annual Maintenance	\$	18,332
Year 1 Total Cost	\$	160,996

Payment Terms		
Due on signing of contract	40% \$	57,066
Due on Installation	50% \$	71,332
Due on Completion of Training	10% \$	14,266
Annual Maintenance Due at Go Live	\$	18,332

Maintenance Period begins on installation due at go live

Maintenance Fees increase minimum 5% annually - Includes Product Releases, Upgrades, and 24/7/365 Phone Support

Maintenance Fees for Trancite Products increase 10% annually - Includes Product Releases, Upgrades

Pricing Valid For 90 Days

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Records Management System (RMS) Detailed Pricing

Pembroke Park, FL Police Dept.

Number Sworn: 20

Training locations 1

Item Description	Part #	Unit	Qty.	List Price	Ext. Price
SmartRMS (Records Management System)					
Base Package (11 to 25 sworn)	RMS-T2	Per Site	1	\$ 26,136	\$ 26,136
<i>Features List: Master Name, Master Business, Master Vehicle, Case Management, Incident/Offense, Arrest/Charge Reports, Field Interviews, Trespass Warnings, Pawn, Consent to Search, Citizen Assist, State NIBRS Internal Affairs Incident Report</i>					
Optional Components					
Citation & Crash Report Module	RMS-TRF	Per Site	1	\$ 4,830	\$ 4,830
Evidence / Property Management Module	RMS-EVP	Per Site	1	\$ 3,795	\$ 3,795
Interfaces					
E-Crash Transmittal	RMS-ECR	Per Destination	1	\$ 2,530	\$ 2,530
E-Citation Transmittal	RMS-ECT	Per Destination	1	\$ 2,530	\$ 2,530
CAD Data Import Interface (If not SmartCAD)	RMS-CAD	PerCAD	1	\$ 4,428	\$ 4,428
Software Total				SUB TOTAL	\$ 44,249
Training & Installation					
Project Management	RMS-PM	Package		\$	5,310
User Classroom Training (Max Size 10)	RMS-TUSER	Per 8hr. Class	1	\$ 1,800	\$ 1,800
Evidence Training (Max Size 10)	RMS-TEVP	Per 4hr. Class	1	\$ 900	\$ 900
Supervisor/Investigator Training (Max Size 10)(User Training Prerequisite)	RMS-TSUP	Per 4hr. Class	1	\$ 900	\$ 900
"Go Live" on-site support	RMS-TLIVE	Per 8hr. Day	1	\$ 1,800	\$ 1,800
Travel (Airfare)	T-TRVL	Per Trip	1	\$ 950	\$ 950
Lodging/Vehicle/Per Diem	T-DIEM	Per Day	4	\$ 450	\$ 1,800
Professional Services Total				Subtotal	\$ 13,460
SmartRMS Total				Total	\$ 57,708

Pricing Valid For 90 Days

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Mobile Computer Terminal / Field Based Reporting Detailed Pricing

Pembroke Park, FL Police Dept.

Number Mobiles 20
Training locations 1

Item Description	Part #	Unit	Qty.	Users	List Price	Ext. Price
Mobile Computer Terminal (SmartMCT)						
Mobile AVL (No CAD)	MAVL-T1	<i>Per Mobile</i>	20	20	\$ 50	\$ 1,000
RMS Query Access (requires SmartCOP RMS)	MRMS-T1	<i>Per Mobile</i>	20	20	\$ 180	\$ 3,600
State/NCIC Queries (required NCIC Services) <i>Integrated NCIC queries for persons, vehicles, vessels, firearms, articles (requires NCIC Services), Text-to-Voice response read back</i>	MCIC-T1	<i>Per Mobile</i>	20	20	\$ 180	\$ 3,600
Field Based Reporting (FBR)						
FBR Incident / Arrest / Field Contact / Activity Reporting	FBRI-T1	<i>Per Mobile</i>	20	20	\$ 180	\$ 3,600
FBR Traffic Accident / Citation Reporting	FBRT-T1	<i>Per Mobile</i>	20	20	\$ 180	\$ 3,600
Additional Components						
SmartMAP (ESRI Based Mapping Solution) (Agency to provide map data)	MMAP-T1	<i>Per Mobile</i>	20		\$ 117	\$ 2,340
Automatic Vehicle Location (AVL) Server (No CAD)	MOB-AVL	<i>Per Site</i>	1		\$ 5,500	\$ 5,500
Trancite Easy Street Draw Client (11 - 50 Workstations)	SC-TCESDW	<i>Per Mobile</i>	20		\$ 289	\$ 5,772
Software Total					SUB TOTAL	\$ 29,012
Training & Installation Services						
Project Management	MOBILE-PM	<i>Package</i>			\$	3,481
MCT User Classroom Training	MOBILE-TRN	<i>Classes</i>	1		\$	1,350
FBR User Classroom Training	MOBILE-TRN	<i>Classes</i>	1		\$	3,600
One on One Mobile Administrator Training	MOBILE-TSYS	<i>Per 4hr. Class</i>	1		\$ 900	\$ 900
"Go Live" on-site support	MOBILE-TLIVE	<i>Per 8hr.</i>	1		\$ 1,800	\$ 1,800
Travel (Airfare)	T-TRVL	<i>Per Flight</i>	2		\$ 950	\$ 1,900
Lodging/Vehicle/Per Diem	T-DIEM	<i>Per Day</i>	4		\$ 450	\$ 1,800
Professional Services Total					Subtotal	\$ 14,831
SmartMCT Total					Total	\$ 43,843

Pricing Valid For 90 Days
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Administrative Modules Detailed Pricing

Pembroke Park, FL Police Dept.

Number Employees: 30

Number Sworn: 20

Training locations 1

Item	Part #	Unit	Qty.	List Price	Ext. Price
SmartADMIN (Administrative Modules)					
Base Package (1 to 50 employees)	ADM-T1	Per Site	1	\$ 2,970	\$ 2,970
<i>Features List: Employee Manager, Permissions, Training Management, Fleet Management, Fixed & Issued Property Management, Configuration Manager, Paging/e-mail Notification, Analytics & Reporting</i>					
Optional Components					
State CIC/NCIC Services & In-State Parsing Driver License, Registrations	STATE-SW	Per Site	1	\$ 7,800	\$ 7,800
Software Total				Subtotal	\$ 10,770
Administration Training & Installation Services					
Project Management	ADM-PM	Package		\$	1,292
ESRI/GIS Map Package Consultation	ESRI-UPG	Per Site	1	\$ 4,095	\$ 4,095
User Classroom Sessions (Max Size 10)	ADM-TUSER	Per 4hr. Class	1	\$ 900	\$ 900
Analytics & Reporting Training (Max Size 10)	ADM-TUSER	Per 4hr. Class	1	\$ 900	\$ 900
One on One Admin Administrator Training	ADM-TSYS	Per 4hr. Class	1	\$ 900	\$ 900
Travel (Airfare)	T-TRVL	Per Trip	1	\$ 950	\$ 950
Lodging/Vehicle/Per Diem	T-DIEM	Per Day	1	\$ 450	\$ 450
Professional Services Total				Subtotal	\$ 9,487
SmartADMIN Total				Total	\$ 20,257

Pricing Valid For 90 Days
All Information contained on this page is Proprietary and Confidential to SmartCOP, Inc.



Data Conversion Detailed Pricing

Pembroke Park, FL Police Dept.

Module	Package includes	Quantity	Cost	Ext. Price
Records Management System				
Citation/Crash Package	Crash / Accident Data Citation Data (Traffic Citations & Warnings / Faulty Equipment) To include data elements for People, Vehicles, Locations, & Business, Narrative	1	\$ 13,200	\$ 13,200
Incidents/Cases/ Arrest Package	Incident Report & Arrest Report Data to include data elements for People, Vehicles, Property, Locations, Business, Narrative, Person Photo (mugshot or other image) or SMT photo, and attachments.	1	\$ 14,500	\$ 14,500
Evidence Management	Evidence/Property Information to include data elements for Property/Evidence descriptors, Chain of custody, Attachments	1	\$ 6,600	\$ 6,600
Total Data Conversion				\$ 34,300

Pricing Valid For 90 Days
All Information contained on this page is Proprietary and Confidential to SmartCOP, Inc.

SmartCOP, Inc.

Public safety software

#051321-SMT

Maturity Date: 7/27/2025

Website: smartcop.com/sourcewell

Products & Services

Sourcewell contract 051321-SMT gives access to the following types of goods and services:

- Computer aided dispatch
- Records management system
- Jail management system
- Mobile computer terminals
- Field based reporting
- Evidence management
- Analytics & reporting

Additional information can be found on the vendor-provided, nongovernment website at: smartcop.com/sourcewell

Town of Pembroke Park

Sourcewell Account # 105854

Computers At Work!, Inc.

DBA



EIN: 31-1758837

2338 Immokalee Rd. #151

Naples, FL 34110

Phone: (239) 514-2888

Fax: (239) 236-2232

www.vTECHio.com**PROPOSAL
CAWQ32994**

Quoted: Aug 12, 2024

Expires: Sep 11, 2024

Prepared For:	Ship To:	Presented By:
Town of Pembroke Park Mark Pakula 3150 S.W. 52nd Ave Pembroke Park, FL 33023 United States Phone (954) 701-4345 Email mpakula@townofpembrokepark.com	Town of Pembroke Park Mark Pakula 3150 S.W. 52nd Ave Pembroke Park, FL 33023 United States	Kevin Kaufman Kevin.Kaufman@vtechio.com (407) 784-9561 To accept this proposal, sign here and return: _____ Date: _____ Customer Purchase Order Number: _____

Please review quote for shipping address and accuracy of each item BEFORE placing order.

Terms: Net 30 Days

Line #	Description	Product #	Unit Price	Qty	Ext. Price
1	PowerEdge R660 Server Estimated delivery date: Aug. 27, 2024 Trusted Platform Module 2.0 V3 2.5" Chassis with up to 10 Hard Drives (SAS/SATA), 2CPU, PERC11 Intel Xeon Gold 5415+ 2.9G, 8C/16T, 16GT/s, 22.5M Cache, Turbo, HT (150W) DDR54400 Intel Xeon Gold 5415+ 2.9G, 8C/16T, 16GT/s, 22.5M Cache, Turbo, HT (150W) DDR54400 No HBM Standard Heatsink for 2 CPU configuration (CPU less than or equal to 185W) Performance Optimized 4800MT/s RDIMMs RAID 5 PERC H755 SAS Front Front PERC Mechanical Parts, rear load Power Saving BIOS Settings UEFI BIOS Boot Mode with GPT Partition 4 Very High Performance Fans for 2 CPU Dual, Redundant(1+1), HotPlug Power Supply,1100W MM(100240Vac) Titanium Riser Config 3, Full Height, 2x16 FH Slots (Gen5) Motherboard supports ONLY CPUs below 250W. Cannot upgrade to CPUs 250W and above iDRAC9, Enterprise 16G Broadcom 5720 Quad Port 1GbE BASET Adapter, OCP NIC 3.0 LOM Blank PowerEdge 1U LCD Bezel Dell Luggage Tag BOSSN1 controller card + with 2 M.2 960GB (RAID 1) BOSS Cables and Bracket for R660 Quick Sync 2 (Atthebox mgmt)	210-BEQQ 461-AAIG 321-BHRW 338-CHSS 338-CHSS 379-BFFD 412-ABCJ 370-AAIP 370-AHCL 780-BCDP 405-AAZB 750-ADRI 384-BBBH 800-BBDM 384-BCUJ 450-AKLF 330-BBYZ 329-BJJY 528-CTIC 540-BCOB 540-BDMK 325-BEUG 350-BCKC 403-BCRZ 470-AFMG 350-BBXN	\$19,999.99	1	\$19,999.99

Line #	Description	Product #	Unit Price	Qty	Ext. Price
	iDRAC9 Factory Generated Password for OCP cards	379-BETG			
	iDRAC Service Module (ISM), NOT Installed	379-BCQX			
	iDRAC Group Manager, Disabled	379-BCQY			
	Windows Server 2022 Standard,16CORE,FI,No Med,No CAL, Multi Language	634-BYJY			
	Windows Server 2022 Standard,16CORE,DF Recovery Image, Multi Lang, (Downgrade not included)	528-CSCP			
	Cable Management Arm	770-BDMT			
	ReadyRails Sliding Rails Without Cable Management Arm or Strain Relief Bar	770-BECD			
	No Systems Documentation, No OpenManage DVD Kit	631-AACK			
	PowerEdge R660 Shipping	340-DBXZ			
	PowerEdge R660 Shipping Material, 10x2.5", 8x2.5" Smart Flow or 16xEDSFF	340-DBYC			
	PowerEdge R660 CE Marking, No CCC Marking	343-BBTR			
	R660 Dell label (BIS) for 2.5" Chassis	343-BBTS			
	None Required	817-BBBP			
	ProSupport 4Hour 7x24 Onsite Service 2 Years Extended	707-7809			
	ProSupport 4Hour 7x24 Onsite Service 3 Years	707-7833			
	ProSupport 4Hour 7x24 Technical Support and Assistance 5 Years	707-7988			
	Dell Hardware Limited Warranty Plus OnSite Service	887-1076			
	Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462			
	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1800 9453355	989-3439			
	16GB RDIMM, 4800MT/s Single Rank	370-AGZO		4	
	1.92TB SSD SATA Mix Use 6Gbps 512 2.5in Hotplug AG Drive, 3 DWPD	400-AZTN		4	
	Power CordC13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV		2	

2 **On Site Rack And Stack, Update Firmware, Setup iDRAC, Load OS**

1

Contract Name: Dell NASPO Computer Equipment PA - Florida - | 43210000-23-NASPO-ACS
Computers at Work, Inc DBA vTECHio | Customer Agreement ID:
23026 / 43210000-23-NASPO-ACS Contract Expiration Date: June 30, 2025

Recurring :

Totals :

Your investment in addition to the Grand Total:

\$0.00 Billed Monthly
\$0.00 Billed Quarterly
\$0.00 Billed Annually
\$19,999.99 Total Deposit



www.vTECHio.com

Subtotal	\$19,999.99
Tax	\$0.00
Shipping	\$0.00
Grand Total	\$19,999.99

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com . Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice.***A 3.5% convenience fee will be charged for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such terms.



Agenda Request

Subject:	SmartCOP RMS System
Meeting Date:	DRAFT 08 28 2024 WORKSHOP COMMISSION MEETING - Aug 28 2024
Prepared For:	Police Department
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	Police Department
Recommendation for Counsel to consider:	Approve Item
Background Information:	This is the Records management system for the Police Department.
Staff Recommendations:	To move forward with this item.
Financial Implications:	The first year's software installation, migration, and hardware costs \$180,995.99. The money to be offset by the FIBRS program is \$179,961.93, leaving the total out-of-pocket for the Police department at \$1,034.06. Starting in the second year, the annual renewal will be \$18,332.00, not to exceed \$197,000.00. Contract Name: Dell NASPO Computer Equipment PA - Florida - Computers at Work, Inc DBA vTECHio Customer Agreement ID: 23026 / 43210000-23-NASPO-ACS Contract Expiration Date: June 30, 2025
Alternatives:	None

ATTACHMENTS:

[FI Pembroke Park Park Contract 8.15.24](#)
[Sourcewell Contract Information Pembroke Park](#)
[240816 CAWQ32994 - Town of Pembroke Park - \(1\) R660](#)
[Addendum 00617537](#)
[CP Reference Guide 1023](#)

	Status:
Christian Noel, Accounts Payable	Approved - Aug 19 2024
Jacobs Horowitz, Town Attorney	Approved - Aug 20 2024
Chandler Williamson, Town	Pending

Manager

Marlen Martell, Town Clerk

None



August 15, 2024

Re: RMS, MCT & ADMIN Solution

Chief DeCoursey,

SmartCOP, a business unit of Harris Computer¹, is pleased to implement our premier software solution to the City of Pembroke Park, Florida. The implementation will include Record Management System (RMS), Mobile Computing System, Administrative Support Module, Data Conversion Services, Project Management, Implementation and Training.

SmartCOP engages in system development, implementation, and support services for a fully integrated solution of public safety software products. Our solution is a field-proven public safety system designed to respond to the demands of the Pembroke Park, Florida Police Department.

We are proud to not only be a vendor who offers differentiated, value-added products, but also to be a partner in the truest sense.

Our main point of contact for purposes of this proposal is Christine Johnson Odom who is available at (228) 271-3638 to discuss any questions or contractual matters relating to this proposal. The undersigned, Steven Williams, has authority to bind SmartCOP, Inc. to any legal agreement negotiated with the City of Pembroke Park, Florida.

We look forward to working in partnership with your agency to provide a state-of-the-art system that meets the public safety information needs of the City, while enhancing public safety.

Sincerely,

A handwritten signature in cursive script that reads "Steven J. Williams".

Steven Williams
Executive Vice President

SW/ms

E-mail: steven.williams@smartcop.com

¹SmartCOP is a business unit of the Harris Operating Group of Constellation Software, Inc. N. Harris Computer Corp. is a member of the Harris Operating Group and is one of the legal entities that markets and distributes software products and services under the SmartCOP Software platform.



Products and Services

Based on business process meetings and information obtained by SmartCOP from the City of Pembroke Park, Florida we are proposing the following products and services:

Project Management

SmartCOP will assign a dedicated Project Manager as the single point of contact for the duration of the implementation. The project manager leads the project and is empowered to make the necessary decisions to ensure a successful implementation. We highly recommend your agency assign a point of contact who is knowledgeable in law enforcement as well as the agency's business rules and workflow. The agency's project manager is a key ingredient to the project's success.

Our years of experience and implementations in numerous, comparable agencies ensure your agency will receive the benefit of a proven design, thoroughly tested in real-life scenarios. The key to our solution is its' configurability. The design process is encompassed in two tasks common to each module: Business Process and Standard Operating Procedure (SOP) discussions and Validate Configuration.

During the Business Process and SOP Discussions, we work closely with your staff to identify current business rules, any processes, or procedures you have identified for improvement, and together we will map your workflow to our system. This is an excellent opportunity for you to implement the best practices and improvements your team has identified.

Once the modules have been configured, you will have the opportunity to review, validate, and accept the configuration. Because your team has been involved in the up-front discussions, trained on the use of the configuration tools, and performed the validation, they will be thoroughly versed in the design as configured for your environment.

A detailed project plan will be provided and will include major milestones and related timelines for accomplishing each task. Additionally, a Statement of Work is provided.

Software Installation and Implementation

The SmartCOP software suite is a fully integrated solution. All third-party tools and/or interfaces to third party devices have been thoroughly vetted as part of our product development and testing process. Any new data exchanges (interfaces) will be created in collaboration with the appropriate third-party vendor and certified as *Accepted* by that vendor. The Implementation Plan defines these integration points and the timeline for interface installations.

SmartCOP provides comprehensive installation services for each of the product lines. We begin by providing recommended specifications for all servers, storage, communication, and peripheral devices needed for a successful implementation. Additionally, we can assist the IT staff with initial configuration and setup. This helps ensure not only the appropriateness of the host environment, but also that staff members have the knowledge required to support the infrastructure in the future. All software installation is completed by SmartCOP. We have seasoned professionals with a wealth of experience for installing, configuring, and tuning our products to perform to the agency's environment. We have developed implementation tools, proven over time, to help deliver our software solution to the agency. By means of both on-site (as needed) and remote installation, we can efficiently and reliably install and perform base configuration of each software module.

410 East Government Street | Pensacola, Florida 32502

Phone: 850.429.0082 | www.smartcop.com

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For each software module that a customer purchases, SmartCOP follows a five-phase approach as outlined below:

Phase	Major Activities That Occur
Initiation	The initiation phase includes project kickoff meeting, statement of work meetings and signoff and project plan finalization.
Preparation	Agency preparation which includes network preparation, purchasing, and installation of necessary hardware and third party software, and providing remote access to SmartCOP server. If applicable, data conversion process begins. Business process meetings occur between agency and SmartCOP.
Configuration	SmartCOP delivers databases and software applications. System is configured by agency with input and guidance from SmartCOP. If applicable, agency performs data validation on converted data.
Implementation	System administration training User Training GoLive!
Closure Phase	Customer signoff on all deliverables Project and financial closure Transition of project to SmartCOP technical support

Software Deliverables

SmartRMS (site license)

- This is a site license and includes the following software modules:
 - Master Index (Persons, Vehicles, Business)
 - Case Management
 - Offense and Arrest
 - Trespass Warnings
 - Field Interview Report
 - Pawn
 - Tow Receipt
 - Local & State Citations
 - Traffic Warnings
 - Consent to Search
 - Citizen Assists
 - Crash Reports
 - Internal Affairs Incidents
 - NIBRS Reporting
 - Radar Log
 - Evidence / Property Management

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SmartMCT Mobile Software

- MCT software
 - 20 Windows / iOS / Android Devices
 - Mobile AVL
 - RMS Query Access
 - State/NCIC Queries
- SmartMAP (ESRI Based Mapping Solution)
 - 20 Windows laptops/tablets
- Field Based Reporting Licensing for
 - 20 Windows laptops/tablets
- Field Based Reporting Accident / Citation Licensing for
 - 20 Windows laptops/tablets
- One (1) Automatic Vehicle Location (AVL) Server
- Trancite Easy Street Draw Client license
 - Crash scene diagramming
 - 20 Windows laptops/tablet

Administrative Module (site license)

- Employee Master (Personnel)
- Permissions
- Configuration Manager
- Fixed & Issued Property Management
- Fleet Management
- Training Management
- Analytics Package
- Notification Service

External Integration

- CAD Data Import
- Citation & Crash transmittal to County Clerk
- State CIC/NCIC Communication Services
- State CIC/NCIC Parsing Driver License, Registrations

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Professional Services

Data Migration

Records Management System		
Citation/Crash Package	Crash / Accident Data	
	Citation Data (Traffic Citations & Warnings / Faulty Equipment)	
	To include data elements for People, Vehicles, Locations, & Business, Narrative	1
Incidents/Cases/ Arrest Package	Incident Report & Arrest Report Data to include data elements for People, Vehicles, Property, Locations, Business, Narrative, Person Photo (mugshot or other image) or SMT photo, and attachments.	1
Evidence Management	Evidence/Property Information to include data elements for Property/Evidence descriptors, Chain of custody, Attachments	1

Training and Installation Services

Records Management Training

- 1 RMS class; 8 hours each
- 1 Evidence class; 4 hours each
- 1 Supervisor class; 4 hours each
- Go Live Support; 8 hours

Mobile Training

- 1 MCT User Classes; 4 hours each
- 1 FBR User Classes; 8 hours each
- 1 Mobile Administrator Class; 4 hours each
- Go Live Support; 8 hours

Admin Training

- 1 Administrator class; 4 hours each
- 1 User Class; 4 hours each
- 1 Analytics & Reporting Class; 4 hours each

GIS/Mapping configuration

GEO / location Validation Service

- Included:
 - Import agency provided GIS layers into CAD database to be stored as geographic data

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- Not Included:
 - Creation or editing of GIS layers

Map Package Development Service

- Included:
 - Development of the Map Package using the requested version of Runtime Content and color/design layout using data provided from the client.
- Additional:
 - Routing Network – Will require review of client's existing data

Data Update Subscription

- Included:
 - Updates to the existing data delivered by SmartCOP. This will require that the data provided to SmartCOP for updating is in the same data format as provided to the client from the original delivery.
- Not Included (additional fee determined by the complexity of the updates requested):
 - Updates to the appearance of the Map Package.
 - Including but not limited to color schemes and creation of additional layers.
 - Changes to the format of the data provided that varies from the source data used to create the previous Map Package.
 - Conversion of Map Package between versions of the runtime content.

Maintenance and Support

- Support and Maintenance of the SmartCOP system provided to the agency immediately after installation. Annual software maintenance will be assessed annually, payable immediately following go live of system.

CJIS Security Adherence

- SmartCOP conforms to all FBI CJIS Security requirements for vendors and as such all employees that will interact with your agency's criminal justice information have had fingerprint background checks performed as well as security training conducted.

Software Updates

- Customers on active maintenance agreements are entitled to all software updates at no additional charge. SmartCOP regularly updates their software based on enhancement requests from customers and other factors such as new hardware technologies, new industry standards, etc. SmartCOP also makes software functionality changes that are necessary to keep their software compliant, where applicable, with new or changed Federal, State or Local requirements impacting the agency's ability to meet such requirements within the intended scope of the currently installed SmartCOP software.

Pricing

See Appendix 1 - SmartCOP Product Schedule & Pricing

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Acceptance

The agency named below verifies that the terms of this Scope of Work is acceptable. The parties hereto are each acting with proper authority by their respective companies.

SmartCOP Inc.

Company name

Steven Williams

Full name

Executive Vice President

Title

Steven J Williams

Signature

August 15, 2024

Date

Company name

Full name

Title

Signature

Date

410 East Government Street | Pensacola, Florida 32502

Phone: 850.429.0082 | www.smartcop.com

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SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 20____, by SmartCOP, Inc. ("Licensor"), with its principal place of business at 410 East Government Street, Pensacola, Florida 32502, and City of Pembroke Park, FL ("Licensee"), with its principal address at 3150 SW 52nd Ave., Pembroke Park, FL 33023.

WHEREAS, Licensor has the exclusive right to license the public safety software site known as SmartCOP™, a comprehensive, integrated software product suite designed to provide Computer Aided Dispatch, Mobile Data Computer Systems, Record Management Systems, Case Management Systems, Jail Management Systems, Civil Enforcement, and Administrative Programs.

WHEREAS, Licensee desires to acquire a non-exclusive and non-transferable license to use and configure to use the software modules listed in Product Schedule & Pricing (attached as Appendix 1) (collectively referred to hereafter as "Software Products"), subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Licensor and Licensee agree as follows:

ARTICLE I. THE LICENSE

1.01 **License.** Licensor hereby grants to Licensee a non-exclusive, non-transferable and limited right and license to use and configure the Software Products in object code format solely for Licensee's internal operations (the "License") for the term set forth in Section 1.02 and subject to the terms and conditions set forth in this Agreement, in consideration for the payment of the fees specified in the Product Schedule & Pricing (attached as Appendix 1). The License includes the right to use and configure only those Software Products listed in the Product Schedule & Pricing (attached as Appendix 1) hereto. Licensee may license additional Software Products through a written amendment to this Agreement specifying an additional license fee and signed by both parties. The Software Products may, if applicable, include Other Products that are provided in connection with the software Products pursuant to authority granted to Licensor by such third parties or through sublicense agreements with Licensee.

1.02 **Term.** The License shall commence upon the installation of the first Software Product set forth on the Product Schedule & Pricing (attached as Appendix 1) hereto (the "Delivery Date"), provided that Licensee has paid all applicable fees. The License shall continue in perpetuity, unless terminated pursuant to the terms hereof.

1.03 **Fees and Charges.** Licensee shall pay to Licensor, without deduction or set-off, a license fee (the "License Fee") for the Software Products in the amount and at the time set forth on the Product Schedule & Pricing (attached as Appendix 1) as "Standard Payment Terms." During the term of this Agreement, Licensor shall, from time to time, deliver invoices to Licensee. Each invoice delivered to Licensee by Licensor shall be due and payable upon receipt thereof by Licensee. In the event Licensee fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Licensor has under this Agreement or otherwise, Licensor shall have the option to suspend or terminate all Software and Services under this Agreement. Suspension or termination of any such Software and/or Services shall not relieve the Licensee of its obligation to pay its outstanding invoices, including any applicable late charges. Late payments will incur a charge of 1.0% per month, not to exceed the maximum amount allowed by law. Licensee shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on Licensor's net income) assessed on the Licensor's product offerings. To the extent Licensee imposes additional requirements on Licensor for Services other than those expressly provided in this Agreement, Licensor retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional Services, Licensor will notify Licensee that the Services are subject to additional charge(s).

1.04 **Taxes.** If applicable, Licensee is responsible for and shall pay all federal, state and local sales, use, value added, and ad valorem taxes due in connection with the licensing and use of the Software Products.

1.05 **Sublicensing and Assignment Prohibited.** This License does not provide Licensee the right to sublicense any

of the Software Products, and Licensee is strictly prohibited from sublicensing without the explicit written permission of Licensor.

1.06 Exclusions. Except as expressly authorized in writing, Licensee shall not allow, direct or authorize (directly or indirectly) any other party to:

- a. Use the Software Products for any purpose other than in connection with Licensee's internal operations;
- b. Copy the Software Products;
- c. Cause or permit reverse compilation or reverse assembly of all or any portion of the Software Products;
- d. Distribute, rent, lease or transfer to any third party any portion of the Software Products;
- e. Export the Software Products in violation of U.S. Department of Commerce export administration regulations; or
- f. Copy for use or distribute for use any third party software products resold to Licensee by Licensor without paying the appropriate license fee.

1.07 Other Products. "Other Products" shall mean, if applicable, the additional products being purchased by Licensee from Licensor as specified in the Product Schedule & Pricing (attached as Appendix 1) under such terms and conditions as are defined from time to time. If applicable to Licensee, and provided Licensee enters into any applicable sublicense or other relevant agreements for the Other Products, as may be required by the vendors of the Other Products (hereinafter referred to as the "Sublicense Agreements") and subject to the terms and conditions of this Agreement, Licensee is granted a sublicense with respect to the Other Products designated in the Product Schedule & Pricing (attached as Appendix 1).

1.08 Subject to Section 1.07, the license grants to the Other Products shall be as set forth in their applicable Sublicense Agreements. To the extent that the Product Schedule & Pricing (attached as Appendix 1) does not specifically outline Other Products for which a Sublicense Agreement is required, the Licensee shall be deemed to have been granted a sublicense in the Other Products (or Software Programs, if applicable) which are subject to the terms of this Agreement.

ARTICLE II. DELIVERY

2.01 Acceptance. Licensor shall deliver to Licensee one (1) copy of the Software Products (in machine-readable object code). Licensee shall be conclusively deemed to have accepted the Software Products upon Licensee's first use of the Software Product in a production environment ("Go-Live") unless Licensee notifies Licensor in writing within ten (10) days of Go-Live that the Software Products have been rejected as failing to operate substantially in accordance with the written agreement between Licensor and Licensee, and describing in detail each nonconformity. Upon receipt of the nonconformity list, Licensor shall have thirty (30) days to repair any nonconformities listed on the nonconformities list by modifying the Software Products as necessary at Licensor's expense, such that the Software Products affected by the nonconformities operate substantially in accordance with the written agreement between Licensor and Licensee.

2.02. Installation. Licensor shall provide Licensee with installation support in accordance with Licensor's standard installation procedures for one (1) copy of the server portion of each Software Product as well as the client portion of each Software Product for the fee set forth in the Product Schedule & Pricing (attached as Appendix 1).

ARTICLE III. MAINTENANCE AND SUPPORT SERVICES

3.01 Maintenance and Support. Licensee may obtain maintenance and support services for the Software Products by entering into a separate Software Maintenance and Support Agreement with Licensor, a sample copy of which is attached hereto as Appendix 2.

ARTICLE IV. CONFIDENTIALITY AND COPIES

4.01 Confidentiality. To the extent allowed by law, Licensor and Licensee shall not disclose one another's Confidential Information.

4.02 **Confidential Information.** The term "**Confidential Information**" as used in this Agreement includes any information (whether or not reduced to writing and whether or not patentable or protected by copyright) that either Licensor or Licensee treats as proprietary or confidential (whether owned or developed by either party or received by either party from third parties), including without limitation either party's trade secrets, business methods, business policies, procedures, techniques, financial information, "know how", research or development projects or results, algorithms, computer software and hardware, computer programs (whether source or object code), hardware or manuals, trade secrets, or other knowledge or processes of or developed by Licensor or Licensee. Failure to mark any of the confidential information as confidential or proprietary shall not affect its status as part of Confidential Information under the terms of this Agreement.

4.03 **Obligations.** Licensor and Licensee shall protect each other's Confidential Information with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, that each utilizes for its own Confidential Information and that it does not wish disclosed to the public.

4.04 **Exclusions.** This Agreement imposes no obligation upon either party ("Recipient") with respect to the other party's ("Discloser's") Confidential Information that Recipient can establish by legally sufficient evidence: (a) was in the possession of or was rightly known by Recipient without an obligation to maintain its confidentiality prior to receipt from Discloser; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is required to be disclosed by applicable law; provided that Recipient notifies Discloser of such requirement prior to disclosure, and provided further that Recipient makes diligent efforts to limit disclosure. Recipient shall keep confidential any Confidential Information received for three (3) years after the termination of this Agreement.

4.05 **Copies.** Licensee may make additional copies of any printed materials provided by Licensor up to the number of simultaneous users set forth in the Product Schedule & Pricing (attached as Appendix 1) but shall not make copies in excess of such number without the prior written consent of Licensor. Licensee may make two (2) copies of the Software Products solely for use by Licensee as back-up copies for disaster recovery. Every copy of the manual or the Software Products made by Licensee shall include the copyright notices included on the copies delivered to Licensee. Licensee shall not make or maintain any other copy of the Software Products or any portion, derivative or modification of any of them.

ARTICLE V. WARRANTY

5.01 **Software Warranty.** Licensor warrants, for Licensee's benefit only, that the Software Products will perform substantially in accordance with the Software Product's documentation for a period of one (1) year after the date on which Licensee's license for such Software Product is i) initially installed by Licensor per the Product Schedule & Pricing (attached as Appendix I) and SOW, or ii) if by Licensee, initially delivered to Licensee by Licensor. Licensor's warranty shall not apply to Software Product that has been modified by Licensee or third parties, or to Software Product that is installed on computer systems not approved by Licensor. Licensee agrees to notify Licensor in writing before expiration of the preceding period of the failure of any Software Product to satisfy the foregoing warranty and, after verification thereof by Licensor, Licensor will undertake to correct any reported error in accordance with Licensee's signed Software Maintenance and Support Agreement. Licensee acknowledges that the Software may not satisfy all of Licensee's requirements and the use of the Software Products may not be uninterrupted or error-free. Licensor warrants, for Licensee's benefit only, that it possesses the necessary intellectual rights to license to Licensee the Software Product provided hereunder.

5.02 **Services Warranty.** Licensor warrants that it will perform the Services in a professional and workmanlike manner.

5.03 **Manufacturer's Equipment Warranty.** Licensee acknowledges that all equipment, if any, supplied by Licensor hereunder is manufactured by third parties and Licensee agrees that the only warranties applicable to the Equipment are such warranties as may be provided by the manufacturers thereof and such warranties begin the date Licensee receives the equipment. Licensor makes no warranty of any kind with respect to any equipment. Licensee agrees to look solely to the manufacturer with respect to all mechanical, service and other claims and the right to enforce all warranties on such equipment made by said manufacturer are hereby, to the extent Licensor has the right,

assigned to Licensee. Licensor is not responsible for modifications to the manufacturer's published warranties, which modifications are determined solely at the discretion of the distributor or manufacturer.

5.04 Other Products. Licensee acknowledges and agrees that Other Products provided to Licensee by Licensor is provided to Licensee pursuant to the terms of the licensor's applicable license, and Licensee agrees to be bound thereby and that such terms govern any conflict between those terms and this Agreement. Licensee will acquire only those rights in the Other Products granted by applicable license and accorded by applicable law. In the event that any Other Products provided by Licensor to Licensee requires acceptance of a "shrink wrap" or "box top" license or agreement or execution of a "click-through" license or agreement for the access, opening, unpacking, installation or configuration thereof, Licensee acknowledges and agrees that Licensor may act as an agent on Licensee's behalf in accepting and executing such license or agreement on behalf of Licensee. LICENSOR PROVIDES THE OTHER PRODUCTS "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE WARRANTIES, INDEMNITIES, AND REMEDIES SET FORTH IN THIS SECTION 5 DO NOT APPLY TO OTHER PRODUCTS OR ANY BREACH, INFRINGEMENT, OR MISAPPROPRIATION ALLEGED TO BE CAUSED BY OTHER PRODUCTS. Licensee acknowledges it must look exclusively to the manufacturer of the Other Products for any warranty, maintenance, support or other service or remedy relating thereto. Software Maintenance does not apply to Other Products.

5.05 Exclusions. Licensor shall have no obligation to perform warranty services for: (1) third party equipment or software not installed by Licensor; (2) any equipment or Software Products for which warranty or maintenance has been performed by a third party not authorized by Licensor; (3) any equipment or Software Products that have been substantially altered, damaged or modified by someone other than Licensor or its subcontractors; (4) any equipment or Software Products which have been damaged as a result of Licensee's failure to operate them in accordance with the operating instructions of the manufacturer or software vendor; (5) failures due to force majeure or exposure to unusual physical or electrical stress; or (6) failure by Licensee to back up software and data contained in its system on a regular basis, but not less than once every day.

5.06 WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREUNDER, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE SOFTWARE PRODUCT, EQUIPMENT, SERVICES, OTHER PRODUCTS, ANY THIRD PARTY SOFTWARE OR OTHER MATERIALS, SERVICES, INFORMATION OR TECHNOLOGY, AND LICENSOR EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE VI. OWNERSHIP AND USE

6.01 Ownership. Licensor is not granting Licensee, either directly or by implication, any right, title or interest in Licensor's Software Products, applications, software, code and/or systems. Licensee is acquiring the perpetual right to utilize the run-time version of Licensor's Software Products that are current as of the time of the termination of the contract between Licensor and Licensee. Licensee agrees not to disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, or derive code from any of Licensor's Software Products, applications, software, code and/or systems, or permit or encourage any third party to do so. Under no event shall Licensee transfer, assign and/or sell the run-time version, the object code or the source code of Licensor's Software Products, applications, software, code and/or systems to any person or entity.

6.02 Use. Licensee may keep one (1) copy of the Software Products resident on the file server for Licensee's network ("Network") at the site designated on the Product Schedule & Pricing (attached as Appendix 1) to this Agreement (the "Installation Site") and may keep one (1) copy of the client portion of each Software Product resident on as many computers owned or controlled by Licensee and connected to the file server for as long as Licensee restricts access to the Software Products resident on the server to the number of simultaneous users set forth in the Product Schedule & Pricing (attached as Appendix 1). Notwithstanding the foregoing, if the Network becomes inoperable (whether due to maintenance thereof, modification, disaster, or otherwise), the Software Products may be temporarily used on a different file server at the Installation Site or another computer center. Temporary use on a different file server, however, shall not exceed thirty (30) days without the prior written consent of Licensor.

6.03 **Modification.** Licensee shall only make changes or modifications to the Software Products using the Configuration Tools Modules listed on the Product Schedule & Pricing (attached as Appendix 1) and provided by the Licensor. Violation of this prohibition will be grounds for termination of this agreement pursuant to Article VIII, and Licensor shall have no further duties, liabilities or obligations with respect to the Software Products.

ARTICLE VII. LIMITATION OF LIABILITY AND INDEMNIFICATION

7.01 **Limitation of Liability.** Licensor, its officers, directors, shareholders, members, employees, and/or agents shall not have any liability to Licensee, its officers, directors, shareholders, members, agents and/or employees for losses, damages and/or injuries arising out of: (1) third party equipment or software not installed by Licensor; (2) any equipment or Software Products for which maintenance has been performed by a third party not authorized by Licensor; (3) any equipment or Software Products that have been substantially altered, damaged or modified by someone other than Licensor or its subcontractors; (4) any equipment or Software Products which have been damaged as a result of Licensee's failure to operate them in accordance with the operating instructions of Licensor, the manufacturer, or the software vendor; (5) failures due to force majeure or exposure to unusual physical or electrical stress; or (6) failure by Licensee to back up software and data contained in its system on a regular basis, but not less than once every day. This limitation of liability includes all claims for losses, damages and/or injuries arising in tort, contract, negligence, strict liability, or otherwise, including, without limitation, damages for physical or mental pain or suffering, medical expenses, wrongful death, loss of good will, work stoppage, computer failure or malfunction, loss of work product, or any and all other commercial or personal injury damages or losses, direct or indirect. Notwithstanding the form (e.g., contract, tort or otherwise) in which any legal or equitable action may be brought, in no event will Licensor or its suppliers be liable for damages or losses that exceed, in the aggregate, the following for each respective breach or series of related breaches: (i) with respect to equipment, the purchase price paid by Licensee for the equipment that gave rise to such damages or losses; (ii) with respect to Software Products the amount of License Fees paid by Licensee for the Software that gave rise to such damages or losses; and (iii) with respect to any Services provided hereunder, the amount of fees paid for the Services that gave rise to such damages or losses. Except with regard to payments due Licensor neither party will be liable for any delays or failures in performance due to circumstances beyond its reasonable control that could not be avoided by its exercise of due care. Licensor's liability for any form of action shall only apply after any and all appropriate insurance coverage has been exhausted.

7.02 **Indemnification for Infringement.** Licensor shall, at its expense, indemnify and defend Licensee against any claim that the Software Products (excluding Other Products) infringe any United States patent or copyright and pay any resulting final judgment or settlement cost, provided that Licensee gives Licensor prompt, written notice of any such claim and allows Licensor to control the defense and all related settlement negotiations. Licensee shall allow Licensor, at Licensor's option and expense, if any infringement claim has occurred or in Licensor's reasonable judgment is likely to occur: (i) to procure the right for Licensee to continue using the Software Products; (ii) to replace or modify the Software Products so that they become non-infringing and functionally equivalent; or (iii) if neither of the foregoing alternatives is available on terms which are reasonable in Licensor's discretion, Licensee shall, upon the request of Licensor, return the Software Products to Licensor, whereupon Licensee can seek applicable remedy from Licensor pursuant to a breach of this Agreement. Licensor shall have no liability to indemnify or defend Licensee to the extent the alleged infringement is based on: (a) a modification of the Software Products by anyone other than Licensor or someone acting on behalf of Licensor, (b) use of the Software Products other than in accordance with the written agreement between Licensor and Licensee, or (c) a modification by Licensor of the Software Products at the direction of Licensee.

ARTICLE VIII. TERMINATION

8.01 Licensor may terminate the License if Licensee: (i) fails to pay the License Fee when due as set forth in the Product Schedule & Pricing (attached as Appendix 1); (ii) makes or distributes, or fails to use its best efforts to prevent others from making or distributing, copies of the Software Products (except as expressly permitted by this Agreement) or derivations or modifications thereof; (iii) uses the Software Products in violation of the provisions of this Agreement; or (iv) fails to comply with any other material obligation under this Agreement and such failure, action, use or non-compliance remains uncured for thirty (30) days after receipt of written notice thereof. Upon termination of the License, Licensee shall discontinue use and return all copies of the Software Products in its possession or control to Licensor, but Licensee's obligation to pay accrued charges and fees and to protect the confidentiality of the Software Products shall continue.

ARTICLE IX. MEDIATION

9.01 The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided, however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

9.02 Nothing in this Section Article IX shall preclude any party from applying to a court of competent jurisdiction for, and obtaining if warranted, preliminary or ancillary relief pending the conduct of mediation, or an order to compel the mediation provided for herein. The parties agree that the state and federal courts in Florida shall be the exclusive courts in which either party may seek such relief.

ARTICLE X. MISCELLANEOUS

10.01 **Notice.** Any notice hereunder by either party shall be given by personal delivery or by sending such notice by certified mail, postage pre-paid, to the other party at its address set forth herein or at such other address designated by written notice. Notice shall be deemed to have been received upon the date of actual delivery.

10.02 **Interpretation.** The validity and interpretation of this Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Florida, without regard to the principles of Florida's conflicts of laws thereof.

10.03 **Severability.** If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, the validity and enforceability of all of the remaining provisions hereof shall not be affected thereby.

10.04 **Failure to Exercise Rights.** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.

10.05 Licensee grants to Licensor the right to use Licensee's name and trademarks solely as a client reference in promotional and marketing materials in accordance with generally accepted industry standards and practices for such references.

10.06 **Independent Parties.** Licensor and Licensee are independent parties. Nothing in this Agreement will be construed to make either party an agent, employee, franchisee, joint venturer or legal representative of the other party.

10.07 **Force Majeure.** Neither Party shall be liable to the other Party or shall be subject to termination of this Agreement by the other Party, for any delay, nonperformance, loss or damage (other than for failure to pay any amount when due) because of reasons beyond its reasonable control including, but not limited to, acts of God, acts, regulations or laws of any government, acts of terrorism, war, riots, civil unrest, power failures, accidents in transportation or other causes beyond the reasonable control of the respective Party.

10.08 **Titles.** The titles of the Articles and Sections hereof are for convenience only and do not in any way limit or amplify the terms and conditions of this Agreement.

10.09 **Sublicense & Assignment.** Licensee may not transfer, assign or sublicense its rights, duties or obligations under this Agreement to any person, company or entity, in whole or in part. Licensor may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. Licensor may perform any obligation pursuant to this Agreement using agents and subcontractors. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

10.10 **Survival.** Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

10.11 **Restricted Rights Regarding Software.** The Software, both SmartCOP and Other Products Software (including documentation), is provided with Restricted Rights. Use, duplication, or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to restrictions set forth, as applicable: (i) in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-14, or FAR 52.227-19; (ii) in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 252.227-7014, DFAR 252.227-7015, DFAR 252.227-7018, or DFARS 252.227-7013; or (iii) in similar clauses in other federal regulations, including the NASA FAR supplement. The contractor or manufacturer is SmartCOP, and/or a third party as may be noted on the Product Schedule and Pricing, and/or SOW. Customer will not remove or deface any restricted rights notice or other legal notice appearing in the Software or on any packaging or other media associated with the Software. Customer will require that its users and other recipients, if any so authorized by SmartCOP herein, agree to and acknowledge the provisions of this Section 10.11 in writing.

10.12 **Complete Agreement.** This Agreement, together with the Appendices, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings, statements, warranties, representations, and agreements, oral and written, relating hereto. Any amendment hereof must be in writing and signed by both parties.

10.13 This Agreement may be executed by the parties hereto in multiple counterparts and shall be effective as of the date first above written, when each party shall have executed and delivered a counterpart hereof, whether or not the same counterpart is executed and delivered by each party. When so executed and delivered, each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same document. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed and delivered this Agreement as of the date first above written.

Licensor

By: _____

Printed Name: Steve Williams

Title: Executive Vice President

Date: 8/15/2024

Licensee

By: _____

Printed Name: _____

Title: _____

Date: _____



APPENDIX 1

PRODUCT SCHEDULE & PRICING



APPENDIX 2

SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 20__, by SmartCOP, Inc. ("Licensor"), with its principal place of business at 410 East Government Street, Pensacola, Florida 32502, and City of Pembroke Park, FL ("Licensee"), with its principal address at Agency Address 3150 SW 52nd Ave, Pembroke, FL 33023.

WHEREAS, Licensor has the exclusive right to license the public safety software suite known as SmartCOP™, a comprehensive, integrated software product suite designed to provide Computer Aided Dispatch, Mobile Data Computer Systems, Record Management Systems, Jail Management Systems, and Administrative Programs.

WHEREAS, Licensor has agreed to provide Licensee a non-exclusive and non-transferable license to use and configure the following software modules listed in Product Schedule & Pricing (attached as Appendix 1) (collectively referred to hereafter as "Software Products").

WHEREAS, Licensee desires to acquire a non-exclusive and non-transferable license to use and configure to use the software modules listed in Product Schedule & Pricing (attached as Appendix 1) (collectively referred to hereafter as "Software Products"), subject to the terms and conditions set forth in this Agreement.

WHEREAS, Licensee has requested Licensor to provide maintenance and support services on the Software Products.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1.0 Maintenance and Support Services. Licensor will provide software maintenance and support services ("Maintenance and Support Services") on the date the Software Product is installed (the "Start Date"), primarily via telephone, online reporting software, and electronic mail as set forth below. To enable Licensor to provide effective support, the Licensee will establish a FBI CJIS Policy approved remote access procedures compatible with Licensor's then current practices which may be revised over time.

Licensor agrees to provide Licensee Maintenance and Support Services consistent with the following:

Service Maintenance

Any deficiencies found by Licensee during its use of the Software Products will be reported to Licensor's technical support staff by Licensee. Licensor's technical support personnel are available twenty-four (24) hours a day, seven (7) days a week, 365 days per year, holidays included. Licensees use a toll free number to secure assistance: 1-800-374-0101.

Correcting Deficiencies

During the maintenance and support period, Licensor will be responsible for ensuring performance deficiencies are corrected. Licensor maintains sufficient technical help to support the ongoing operation of the system and to develop required enhancements.

When a call is received, the Licensor call taker will secure all information necessary to properly evaluate the caller's difficulty. Wherever possible, the call taker will work with the caller to resolve the issue immediately using Licensor's knowledge base of resolutions. When such resolution is not possible, the call taker will escalate the call to Level II support.

At Level II a lead engineer determines the severity of the call and assigns it to the appropriate engineer for resolution. When the call is completed, the engineer will notify the support desk of the solution and note the

solution in the knowledge base. The caller will be notified as to resolution and any instructions for correcting the problem.

New Service Versions

During the maintenance and support period, continual system review and recommendations for enhancements are supported. Licensee will make available updates to the Software Products that incorporate any new features or enhancements to the licensed Software Products made generally available to Licensor's other Licensees ("Updates") at no additional charge other than the payment of the Annual Maintenance Fee. Update releases will be distributed and installed remotely via a remote connection to minimize downtime. Release Notes accompanying each release will identify corrections and enhancements made in each software module and any installation instructions as warranted. Updates may require additional professional services to be performed by Licensor outside of the scope of those Maintenance and Support Services described herein, including additional training and the professional services for the installation and implementation of the Update that will be subject to Licensor's then-prevailing policies, terms and billable fees related to pricing and hourly rates.

Selection of New Functions (Enhancements)

Licensor welcomes all suggestions for enhancements from Licensee. All enhancements will be reviewed and those deemed beneficial to most users will be incorporated and included in the subsequent release of the software. Users will be notified via telephone or e-mail when a suggestion will be incorporated into a release and when to expect the release. In addition, enhancements will be identified in the Release Notes that accompany software updates.

Support Services:

Licensor's support staff is available via a toll-free number 24 hours a day, 7 days a week, 365 days a year for an immediate response. When a call is received, a Licensor call taker works with Licensee personnel to immediately resolve errors using Licensor's knowledge base of resolutions. When such resolution is not possible, the call is escalated.

The following outlines Licensor's support procedure:

Priority 1- Urgent/Emergency

- Issues that affect officer safety.
- Application introducing data corruption.
- Program will not start.
- Critical work cannot be completed to meet deadlines.

Steps to Resolution

1. A Licensee support technician will immediately contact the Licensee to acknowledge receipt of the issue, and to inform the Licensee of Licensor's plan to resolve the issue.
2. Licensor personnel will begin resolving the issue while continuously updating the Licensee with the status of the issue.
3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.

Priority 2- High/Non-Emergency

- Software module/function is down/non-functional.

Steps to Resolution

1. A Licensee support technician will immediately contact the Licensee to acknowledge receipt of the issue, and to inform the Licensee of Licensor's plan to resolve the issue.
2. Licensor personnel will begin to resolve the issue while continuously updating the Licensee with the status of the issue.
3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.

Priority 3- Medium Priority

- Problem exists but critical systems are functional.
- Problem can be temporarily circumvented.
- Licensee states problem is not critical but would like a fix as soon as possible.
- Non-application related issues that have rendered the system inoperable.

Steps to Resolution

1. A Licensee support technician will immediately contact the Licensee to acknowledge receipt of the issue, and to inform the Licensee of Licensor's plan to resolve the issue.
2. Licensor personnel will begin to resolve the issue and will update the Licensee as to the status of the issue.
3. Engineering and support personnel are permanently assigned to assist until the problem is resolved.
4. Licensor personnel will inform the Licensee as to the delivery date for the software patch that will resolve the issue.

Priority 4- Minor Priority

- Minor problem with little or no impact on services.
- Licensee impact is minimal.
- Deferred maintenance is acceptable, and a schedule can be determined between support and the Licensee.
- Licensee states problem can be addressed at a later date.

Steps to Resolution

1. Licensor personnel will begin to resolve the issue and will update the Licensee as to the status of the issue.
2. Licensor personnel will inform the Licensee as to the delivery date of the software patch that will resolve the issue. All future status reports will be communicated to the Licensee via problem submission reports or direct Licensee inquiry via telephone or online TCN status query.

2.0 Fees. In consideration for the Maintenance and Support Services, Licensee shall pay the “Annual Maintenance Fee” as detailed in the Product Schedule & Pricing (attached as Appendix I). The Annual Maintenance Fee, subject to increase at Licensor’s discretion, will be billed annually in advance beginning on the first use of the Software Product in a production environment (“Go-Live”) and thereafter on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties in accordance with Section 3 – Term. Licensee shall pay the then prevailing Annual Maintenance Fee in advance for each term of the Maintenance and Support Services under the Agreement. At the time of renewal, Licensor reserves the right to increase the annual fee. Licensor shall not refund any Annual Maintenance Fees if the Maintenance and Support Services under this Agreement are terminated. In addition to the Annual Maintenance Fee, Licensee shall reimburse Licensor for its direct expenses, should onsite assistance be requested by the Licensee or required to expedite resolution. Licensor may update its reimbursement policies from time to time, in which case such updated policies shall apply for purposes of the Maintenance and Support Services under this Agreement, provided that such updated reimbursement policies must generally apply to all clients of Licensor.

3.0 Term. Licensee agrees to subscribe to Annual Maintenance commencing upon the 1st of the month following

Go-Live (“Initial Annual Maintenance Term”). Licensee may cancel the next year’s Annual Maintenance upon thirty (30) days prior written notice to Licensor. In the event such notice is not timely received, Licensor will automatically extend the Annual Maintenance for another one (1) year period (“Annual Renewal Maintenance Term”). Initial Annual Maintenance Term and Annual Renewal Maintenance Term collectively referred to herein as “Annual Maintenance Term.”

If Licensee initially declines software maintenance or if maintenance for an item of Software is discontinued at Licensee’s request, additional maintenance for these items is not available under this agreement. The re-instatement of maintenance and support services is subject to additional charges and fees.

If Licensee fails to make the Annual Maintenance Fee payments when due, or in the event Licensee materially breaches this Agreement and such breach is not cured within thirty (30) days of receipt of written notice of breach, Licensor may suspend or cancel the Maintenance and Support Services. The reinstatement of any cancelled Maintenance and Support Services is subject to additional charges and fees.

4.0 Licensee's Cooperation. If Licensee requests maintenance or support, Licensee shall cooperate with Licensor in all aspects of such service in order to facilitate Licensor providing electronic and onsite assistance to Licensee, including without limitation providing Licensor with information by telephone, documentation (if necessary), access to Licensee's computer system through high speed connectivity, and implementation (when feasible).

5.0 Exclusions and Modifications. Licensor shall have no obligation to perform maintenance or support services for: (1) third party equipment or software not installed by Licensor; (2) any equipment or Software Products for which maintenance has been performed by a third party not authorized by Licensor; (3) any equipment or Software Products that have been substantially altered, damaged or modified by someone other than Licensor or its subcontractors; (4) any equipment or Software Products which have been damaged as a result of Licensee’s failure to operate them in accordance with the operating instructions of the manufacturer or software vendor; (5) failures due to force majeure or exposure to unusual physical or electrical stress; or (6) failure by Licensee to back up software and data contained in its system on a regular basis, but not less than once every day.

6.0 Limitations on Licensee Rights. Except as expressly authorized in writing, Licensee shall not:

- a. Copy the Software Products;
- b. Cause or permit reverse compilation or reverse assembly of all or any portion of the Software Products;
- c. Distribute, rent, lease or transfer to any third party any portion of the Software Products; or
- d. Export the Software Products in violation of U.S. Department of Commerce export administration regulations.

7.0 Ownership. Licensee acknowledges that the Software Products, and all remains the exclusive property of Licensor and its successors and assigns. Licensee acknowledges that it has no rights to nor interest in the Software Products other than as expressly granted herein. Licensee shall not remove any identification or notices affixed to the Software Products or their packaging. Additionally, no license, right or interest in any Licensor trademark, trade name, and service mark is granted to Licensee hereunder.

8.0 Licensee Obligations. Licensee shall protect Licensor’s trade secrets and intellectual property, including without limitation the Software Products, with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Licensee utilizes for Licensee’s trade secrets and intellectual property it does not wish disclosed to the public.

9.0 Sublicensing and Assignment Prohibited. Without the prior written consent of Licensor, Licensee may not transfer, assign or sublicense its rights, duties or obligations under this Agreement to any person, company or entity, in whole or in part. Licensor may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. Licensor may perform any obligation pursuant to this Agreement using agents and subcontractors. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

10.0 Limitation of Liability. Licensor's total liability for damages related to this Maintenance and Support Agreement (whether based in contract, tort, negligence, strict liability or otherwise) shall in no event exceed the Annual Maintenance Fees paid by Licensee during the twelve (12) month period immediately previous to the event giving rise to the liability. This limitation of liability includes all claims for losses, damages and/or injuries arising in tort, contract, negligence, strict liability or otherwise, including claims, losses, injuries, or damages arising out of Licensor's negligence or gross negligence.

11.0 Interpretation. The validity and interpretation of this Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Florida, without regard to the Florida principles of conflicts of laws.

12.0 Severability. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, the validity and enforceability of all of the remaining provisions hereof shall not be affected thereby.

13.0 Failure to Exercise Rights. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.

14.0 Titles. The titles of the Articles and Sections hereof are for convenience only and do not in any way limit or amplify the terms and conditions of this Agreement.

15.0 Survival. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

16.0 Complete Agreement. This Agreement, together with the Appendices, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings, statements, warranties, representations, and agreements, oral and written, relating hereto. Any amendment hereof must be in writing and signed by both parties.

17.0 This Agreement may be executed by the parties hereto in multiple counterparts and shall be effective as of the Effective Date, when each party shall have executed and delivered a counterpart hereof, whether or not the same counterpart is executed and delivered by each party. When so executed and delivered, each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same document. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed and delivered this Agreement as of the date first above written.

Licensor

Licensee

By: _____

By: _____

Printed Name: Steven Williams

Printed Name: _____

Title: Executive Vice President

Title: _____

Date: 8/15/2024

Date: _____



Appendix 1 Product Schedule & Pricing Summary Page

Pembroke Park, FL Police Dept.

8/15/2024

Reference Number: 2408151606

Software License		Total
Records Management System (SmartRMS)	\$	44,249
Mobile (SmartMOBILE)	\$	29,012
Administrative Support Modules (SmartADMIN) / Third Party Software	\$	10,770
	\$	84,031
Discount 16%	\$	(13,445)
SmartCOP Software License Total	\$	70,586

Professional Services		
Project Management, Implementation & Training	\$	37,779
Data Conversion Services	\$	34,300
Professional Services Subtotal	\$	72,079

Hardware/Hosting		
Total	\$	142,664

Procurement Methods

Purchase Option		
Total Software & Services Cost	\$	142,664
Year 1 Annual Maintenance	\$	18,332
Year 1 Total Cost	\$	160,996

Payment Terms		
Due on signing of contract	40% \$	57,066
Due on Installation	50% \$	71,332
Due on Completion of Training	10% \$	14,266
Annual Maintenance Due at Go Live	\$	18,332

Maintenance Period begins on installation due at go live

Maintenance Fees increase minimum 5% annually - Includes Product Releases, Upgrades, and 24/7/365 Phone Support

Maintenance Fees for Trancite Products increase 10% annually - Includes Product Releases, Upgrades

Pricing Valid For 90 Days

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Records Management System (RMS) Detailed Pricing

Pembroke Park, FL Police Dept.

Number Sworn: 20

Training locations 1

Item Description	Part #	Unit	Qty.	List Price	Ext. Price
SmartRMS (Records Management System)					
Base Package (11 to 25 sworn)	RMS-T2	Per Site	1	\$ 26,136	\$ 26,136
<i>Features List: Master Name, Master Business, Master Vehicle, Case Management, Incident/Offense, Arrest/Charge Reports, Field Interviews, Trespass Warnings, Pawn, Consent to Search, Citizen Assist, State NIBRS Internal Affairs Incident Report</i>					
Optional Components					
Citation & Crash Report Module	RMS-TRF	Per Site	1	\$ 4,830	\$ 4,830
Evidence / Property Management Module	RMS-EVP	Per Site	1	\$ 3,795	\$ 3,795
Interfaces					
E-Crash Transmittal	RMS-ECR	Per Destination	1	\$ 2,530	\$ 2,530
E-Citation Transmittal	RMS-ECT	Per Destination	1	\$ 2,530	\$ 2,530
CAD Data Import Interface (If not SmartCAD)	RMS-CAD	PerCAD	1	\$ 4,428	\$ 4,428
Software Total				SUB TOTAL	\$ 44,249
Training & Installation					
Project Management	RMS-PM	Package		\$	5,310
User Classroom Training (Max Size 10)	RMS-TUSER	Per 8hr. Class	1	\$ 1,800	\$ 1,800
Evidence Training (Max Size 10)	RMS-TEVP	Per 4hr. Class	1	\$ 900	\$ 900
Supervisor/Investigator Training (Max Size 10)(User Training Prerequisite)	RMS-TSUP	Per 4hr. Class	1	\$ 900	\$ 900
"Go Live" on-site support	RMS-TLIVE	Per 8hr. Day	1	\$ 1,800	\$ 1,800
Travel (Airfare)	T-TRVL	Per Trip	1	\$ 950	\$ 950
Lodging/Vehicle/Per Diem	T-DIEM	Per Day	4	\$ 450	\$ 1,800
Professional Services Total				Subtotal	\$ 13,460
SmartRMS Total				Total	\$ 57,708

Pricing Valid For 90 Days

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Mobile Computer Terminal / Field Based Reporting Detailed Pricing

Pembroke Park, FL Police Dept.

Number Mobiles 20

Training locations 1

Item Description	Part #	Unit	Qty.	Users	List Price	Ext. Price
Mobile Computer Terminal (SmartMCT)						
Mobile AVL (No CAD)	MAVL-T1	Per Mobile	20	20	\$ 50	\$ 1,000
RMS Query Access (requires SmartCOP RMS)	MRMS-T1	Per Mobile	20	20	\$ 180	\$ 3,600
State/NCIC Queries (required NCIC Services)	MCIC-T1	Per Mobile	20	20	\$ 180	\$ 3,600
<i>Integrated NCIC queries for persons, vehicles, vessels, firearms, articles (requires NCIC Services), Text-to-Voice response read back</i>						
Field Based Reporting (FBR)						
FBR Incident / Arrest / Field Contact / Activity Reporting	FBRI-T1	Per Mobile	20	20	\$ 180	\$ 3,600
FBR Traffic Accident / Citation Reporting	FBRT-T1	Per Mobile	20	20	\$ 180	\$ 3,600
Additional Components						
SmartMAP (ESRI Based Mapping Solution) (Agency to provide map data)	MMAP-T1	Per Mobile	20		\$ 117	\$ 2,340
Automatic Vehicle Location (AVL) Server (No CAD)	MOB-AVL	Per Site	1		\$ 5,500	\$ 5,500
Trancite Easy Street Draw Client (11 - 50 Workstations)	SC-TCESDW	Per Mobile	20		\$ 289	\$ 5,772
Software Total					SUB TOTAL	\$ 29,012
Training & Installation Services						
Project Management	MOBILE-PM	Package			\$	3,481
MCT User Classroom Training	MOBILE-TRN	Classes	1		\$	1,350
FBR User Classroom Training	MOBILE-TRN	Classes	1		\$	3,600
One on One Mobile Administrator Training	MOBILE-TSYS	Per 4hr. Class	1		\$ 900	\$ 900
"Go Live" on-site support	MOBILE-TLIVE	Per 8hr.	1		\$ 1,800	\$ 1,800
Travel (Airfare)	T-TRVL	Per Flight	2		\$ 950	\$ 1,900
Lodging/Vehicle/Per Diem	T-DIEM	Per Day	4		\$ 450	\$ 1,800
Professional Services Total					Subtotal	\$ 14,831
SmartMCT Total					Total	\$ 43,843



Administrative Modules Detailed Pricing

Pembroke Park, FL Police Dept.

Number Employees: 30

Number Sworn: 20

Training locations 1

Item	Part #	Unit	Qty.	List Price	Ext. Price
SmartADMIN (Administrative Modules)					
Base Package (1 to 50 employees)	ADM-T1	Per Site	1	\$ 2,970	\$ 2,970
<i>Features List: Employee Manager, Permissions, Training Management, Fleet Management, Fixed & Issued Property Management, Configuration Manager, Paging/e-mail Notification, Analytics & Reporting</i>					
Optional Components					
State CIC/NCIC Services & In-State Parsing Driver License, Registrations	STATE-SW	Per Site	1	\$ 7,800	\$ 7,800
Software Total				Subtotal	\$ 10,770
Administration Training & Installation Services					
Project Management	ADM-PM	Package		\$	1,292
ESRI/GIS Map Package Consultation	ESRI-UPG	Per Site	1	\$ 4,095	\$ 4,095
User Classroom Sessions (Max Size 10)	ADM-TUSER	Per 4hr. Class	1	\$ 900	\$ 900
Analytics & Reporting Training (Max Size 10)	ADM-TUSER	Per 4hr. Class	1	\$ 900	\$ 900
One on One Admin Administrator Training	ADM-TSYS	Per 4hr. Class	1	\$ 900	\$ 900
Travel (Airfare)	T-TRVL	Per Trip	1	\$ 950	\$ 950
Lodging/Vehicle/Per Diem	T-DIEM	Per Day	1	\$ 450	\$ 450
Professional Services Total				Subtotal	\$ 9,487
SmartADMIN Total				Total	\$ 20,257



Data Conversion Detailed Pricing

Pembroke Park, FL Police Dept.

Module	Package includes	Quantity	Cost	Ext. Price
Records Management System				
Citation/Crash Package	Crash / Accident Data Citation Data (Traffic Citations & Warnings / Faulty Equipment) To include data elements for People, Vehicles, Locations, & Business, Narrative	1	\$ 13,200	\$ 13,200
Incidents/Cases/ Arrest Package	Incident Report & Arrest Report Data to include data elements for People, Vehicles, Property, Locations, Business, Narrative, Person Photo (mugshot or other image) or SMT photo, and attachments.	1	\$ 14,500	\$ 14,500
Evidence Management	Evidence/Property Information to include data elements for Property/Evidence descriptors, Chain of custody, Attachments	1	\$ 6,600	\$ 6,600
Total Data Conversion				\$ 34,300

Pricing Valid For 90 Days
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SmartCOP, Inc.

Public safety software

#051321-SMT

Maturity Date: 7/27/2025

Website: smartcop.com/sourcewell

Products & Services

Sourcewell contract 051321-SMT gives access to the following types of goods and services:

- Computer aided dispatch
- Records management system
- Jail management system
- Mobile computer terminals
- Field based reporting
- Evidence management
- Analytics & reporting

Additional information can be found on the vendor-provided, nongovernment website at: smartcop.com/sourcewell

Town of Pembroke Park

Sourcewell Account # 105854

Computers At Work!, Inc.

DBA



EIN: 31-1758837

2338 Immokalee Rd. #151

Naples, FL 34110

Phone: (239) 514-2888

Fax: (239) 236-2232

www.vTECHio.com**PROPOSAL
CAWQ32994**

Quoted: Aug 12, 2024

Expires: Sep 11, 2024

Prepared For:	Ship To:	Presented By:
Town of Pembroke Park Mark Pakula 3150 S.W. 52nd Ave Pembroke Park, FL 33023 United States Phone (954) 701-4345 Email mpakula@townofpembrokepark.com	Town of Pembroke Park Mark Pakula 3150 S.W. 52nd Ave Pembroke Park, FL 33023 United States	Kevin Kaufman Kevin.Kaufman@vtechio.com (407) 784-9561 To accept this proposal, sign here and return: _____ Date: _____ Customer Purchase Order Number: _____

Please review quote for shipping address and accuracy of each item BEFORE placing order.

Terms: Net 30 Days

Line #	Description	Product #	Unit Price	Qty	Ext. Price
1	PowerEdge R660 Server Estimated delivery date: Aug. 27, 2024 Trusted Platform Module 2.0 V3 2.5" Chassis with up to 10 Hard Drives (SAS/SATA), 2CPU, PERC11 Intel Xeon Gold 5415+ 2.9G, 8C/16T, 16GT/s, 22.5M Cache, Turbo, HT (150W) DDR54400 Intel Xeon Gold 5415+ 2.9G, 8C/16T, 16GT/s, 22.5M Cache, Turbo, HT (150W) DDR54400 No HBM Standard Heatsink for 2 CPU configuration (CPU less than or equal to 185W) Performance Optimized 4800MT/s RDIMMs RAID 5 PERC H755 SAS Front Front PERC Mechanical Parts, rear load Power Saving BIOS Settings UEFI BIOS Boot Mode with GPT Partition 4 Very High Performance Fans for 2 CPU Dual, Redundant(1+1), HotPlug Power Supply,1100W MM(100240Vac) Titanium Riser Config 3, Full Height, 2x16 FH Slots (Gen5) Motherboard supports ONLY CPUs below 250W. Cannot upgrade to CPUs 250W and above iDRAC9, Enterprise 16G Broadcom 5720 Quad Port 1GbE BASET Adapter, OCP NIC 3.0 LOM Blank PowerEdge 1U LCD Bezel Dell Luggage Tag BOSSN1 controller card + with 2 M.2 960GB (RAID 1) BOSS Cables and Bracket for R660 Quick Sync 2 (Atthebox mgmt)	210-BEQQ 461-AAIG 321-BHRW 338-CHSS 338-CHSS 379-BFFD 412-ABCJ 370-AAIP 370-AHCL 780-BCDP 405-AAZB 750-ADRI 384-BBBH 800-BBDM 384-BCUJ 450-AKLF 330-BBYZ 329-BJJY 528-CTIC 540-BCOB 540-BDMK 325-BEUG 350-BCKC 403-BCRZ 470-AFMG 350-BBXN	\$19,999.99	1	\$19,999.99

Line #	Description	Product #	Unit Price	Qty	Ext. Price
	iDRAC9 Factory Generated Password for OCP cards	379-BETG			
	iDRAC Service Module (ISM), NOT Installed	379-BCQX			
	iDRAC Group Manager, Disabled	379-BCQY			
	Windows Server 2022 Standard,16CORE,FI,No Med,No CAL, Multi Language	634-BYJY			
	Windows Server 2022 Standard,16CORE,DF Recovery Image, Multi Lang, (Downgrade not included)	528-CSCP			
	Cable Management Arm	770-BDMT			
	ReadyRails Sliding Rails Without Cable Management Arm or Strain Relief Bar	770-BECD			
	No Systems Documentation, No OpenManage DVD Kit	631-AACK			
	PowerEdge R660 Shipping	340-DBXZ			
	PowerEdge R660 Shipping Material, 10x2.5", 8x2.5" Smart Flow or 16xEDSFF	340-DBYC			
	PowerEdge R660 CE Marking, No CCC Marking	343-BBTR			
	R660 Dell label (BIS) for 2.5" Chassis	343-BBTS			
	None Required	817-BBBP			
	ProSupport 4Hour 7x24 Onsite Service 2 Years Extended	707-7809			
	ProSupport 4Hour 7x24 Onsite Service 3 Years	707-7833			
	ProSupport 4Hour 7x24 Technical Support and Assistance 5 Years	707-7988			
	Dell Hardware Limited Warranty Plus OnSite Service	887-1076			
	Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462			
	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1800 9453355	989-3439			
	16GB RDIMM, 4800MT/s Single Rank	370-AGZO		4	
	1.92TB SSD SATA Mix Use 6Gbps 512 2.5in Hotplug AG Drive, 3 DWPD	400-AZTN		4	
	Power CordC13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV		2	

2 **On Site Rack And Stack, Update Firmware, Setup iDRAC, Load OS**

1

Contract Name: Dell NASPO Computer Equipment PA - Florida - | 43210000-23-NASPO-ACS
Computers at Work, Inc DBA vTECHio | Customer Agreement ID:
23026 / 43210000-23-NASPO-ACS Contract Expiration Date: June 30, 2025

Recurring :

Totals :

Your investment in addition to the Grand Total:

\$0.00 Billed Monthly
\$0.00 Billed Quarterly
\$0.00 Billed Annually
\$19,999.99 Total Deposit



www.vTECHio.com

Subtotal	\$19,999.99
Tax	\$0.00
Shipping	\$0.00
Grand Total	\$19,999.99

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com . Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice.***A 3.5% convenience fee will be charged for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such terms.

Addendum to Terms and Conditions

The following shall be included as part of the Software License and Services Agreement (the "Agreement") submitted to 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 Park, FL 33023 ("Town") by **SmartCOP, Inc.** ("SmartCOP"), with offices at 410 East Government Street, Pensacola, FL 32502. In the event of any conflict between the language in the Agreement 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 SMARTCOP 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. SMARTCOP 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. SMARTCOP further agrees that SMARTCOP 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 SMARTCOP 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. SMARTCOP 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 SMARTCOP. SMARTCOP agrees that it is a separate and independent enterprise from the Town, that it has full opportunity to find other business, that it has made its own investment in its business, and that it takes all precautions that are standard in the industry to increase the

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likelihood of a successful performance for the SMARTCOP Products and Services; however, the SMARTCOP Products and Services are provided "AS IS" and as available. This Agreement shall not be construed as creating any joint employment relationship between SMARTCOP and the Town and the Town will not be liable for any obligation incurred by SMARTCOP, 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 SMARTCOP without the prior written consent of Town. For purposes of this Agreement, any change of ownership of SMARTCOP 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. SMARTCOP shall comply with Florida's Public Records Law. Specifically, SMARTCOP 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, SMARTCOP shall destroy all copies of such confidential and exempt records remaining in its possession after SMARTCOP transfers the records in its possession to the Town, unless otherwise required by law; and

8.1.4 Upon completion of the Agreement, SMARTCOP shall transfer to the Town, at no cost to the Town, all public records in SMARTCOP's possession. All records stored electronically by SMARTCOP 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 SMARTCOP to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the Town may terminate the Agreement by providing SMARTCOP with at least thirty (30) days prior, provided, however, that SMARTCOP will be given the

{00617537.1 3399-0000000 }

opportunity to cure the breach within said period of time.

**IF SMARTCOP HAS QUESTIONS REGARDING THE APPLICATION
OF CHAPTER 119, FLORIDA STATUTES, TO SMARTCOP'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, SMARTCOP and Town designate the following as the respective places for giving of notice:

TOWN: Chandler Williamson, Acting Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
Telephone No. (954) 966-4600
Email: cwilliamson@tppfl.gov

Copy To: Jacob G. Horowitz, 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

SMARTCOP SmartCOP, Inc.
Attn: Steve Williams, Executive Vice President
410 East Government Street
Pensacola, FL 32502
Telephone No. (850) 429-0082
Email: steven.williams@smartcop.com

10. **Attorneys' Fees**

{00617537.1 3399-0000000 }

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**

SMARTCOP, 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**

SMARTCOP 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 SMARTCOP or consultant.

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

13.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

{00617537.1 3399-0000000 }

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:

MARLEN MARTEL,
TOWN CLERK

APPROVED AS TO FORM.

JACOB G. HOROWITZ
TOWN ATTORNEY

BY: _____

CHANDLER WILLIAMSON
ACTING TOWN MANAGER

SMARTCOP, INC.

Signed By: _____

Print Name: _____

Title: _____

Cooperative Purchasing Reference Guide

Your guide for sourcing success

sourcewell-mn.gov



Together,
we are
Sourcewell

Cooperative purchasing

Cooperative purchasing is procurement conducted by, or on behalf of, one or more government units for use by other government units.



Compliant

- Our process can be trusted to satisfy your bid requirements
- We are a government agency that works like you
- Achievement of Excellence in Procurement recipient



Competitive

- Buying power of 50,000 participating agencies
- Contracts offer ceiling-based (not-to-exceed) pricing and volume discounts



Convenient

- Hundreds of quality suppliers holding competitively awarded contracts
- Full suite of options for a complete solution
- Easy, no-cost participation for public agencies



Register as a participating agency

Participation is free. Just complete the online or paper registration form. A legal agreement is available if needed. After registering, you will receive a Sourcewell account ID number electronically.

- Online at: sourcewell-mn.gov
- Through hard copy participation agreement (download from our website)
- Through “Joint Exercise of Powers” or “Interlocal” agreements

Make a purchase

You know what you want. Find it faster by using our enhanced search engine to navigate hundreds of awarded contracts and to find a local dealer or representative for more information. Use the Buy Sourcewell section of our website to search products, request a quote, and purchase from several contracted suppliers 100% online. We want to be your guide.

For more information, contact our dedicated team:

877-585-9706

service@sourcewell-mn.gov

Our process

Cooperative purchasing connects buyers and sellers for efficiency and savings.

Our user-friendly process—the consistency of our documents, forms, and evaluation criteria—is among our greatest assets.

We continuously refine our efforts to meet the changing needs of our participating agencies. They value our North American competitive procurement process, which satisfies local procurement requirements.

Our clients add value to these steps by understanding their local procurement requirements and assessing their ability to legally access and utilize Sourcewell contracts.

Competitive procurement process

1. Scope of solicitation

We determine the scope of each competitive solicitation by identifying the needs of our public agency clients. This is accomplished through daily interactions and guidance from our clients.

2. Authorization from Sourcewell Board of Directors

Before initiating a solicitation, we seek permission from the publicly elected Sourcewell Board of Directors.

3. Public notice and advertising

Upon approval from the board, we issue a public notice and advertisement. Refer to sourcewell-mn.gov/process for specific advertising locations.

4. Proposal receipt and opening

We accept web-based, digital submissions through the Sourcewell Procurement Portal. Responses through the portal are secure and inaccessible until after the published due date and time. We conduct a public-proposal opening time, date, and place as specified in the RFP. Prior to April 1, 2019, physical submissions were accepted with a time and date stamp upon receipt at our office in Staples, Minn.

5. Objective evaluation

At the proposal opening, we evaluate the responsiveness of each proposal received. The evaluation committee then presents its recommendations to the chief procurement officer (CPO) for final review and approval.

6. Official award

Upon approval by the CPO and ratification by the Sourcewell Board of Directors, we award the recommended supplier(s) a four-year contract with the potential for a one-year extension. The Sourcewell Procurement Department sends a Notice of Award or Non-Award to all respondents via email.

7. Posting and review of approved contract documents

Sourcewell maintains a complete procurement file, and contract documentation is posted on our website. We periodically review all awarded contracts for compliance and effectiveness. In addition, Sourcewell may review and approve price and product changes at the supplier's request.



Eight-time recipient of the Achievement of Excellence in Procurement award.

The Sourcewell advantage

Sourcewell is a self-sustaining government organization. We partner with government and education entities to empower community success.

You can confidently partner with Sourcewell because we:

Value independence

- As a government agency authorized by the state of Minnesota, we can enter into contracts and operate as our own cooperative purchasing lead agency. (See enabling legislation on page 6)
 - We adhere to competitive solicitation requirements of the Uniform Municipal Contracting Law.
- We award most contracts corporately, but you purchase from local dealers and providers.
- Contract terms allow you to propose supplemental terms and conditions.

Lead the way

- Choice of high-quality equipment, products, and services through hundreds of supplier and construction contracts.
- We eliminate low-bid, low-quality issues. You capture lifecycle-cost savings.
- Our contracts are tailored to you with solutions-based solicitations.
 - Basic to fully customized solutions available when you choose from a suite of options.

Read the fine print

- Proven procurement process, refined over 40 years. (See prior page.)
- Contracts competitively solicited on your behalf and awarded by our CPO and elected board.
- The documentation you need is right at your fingertips—with a complete procurement file posted on our website sourcewell-mn.gov.

Make purchasing easy

- Browse our catalog of awarded suppliers online.
- Participating agencies can then contact the supplier directly and tell them you'd like to use the Sourcewell contract.
 - If not a participating agency, check out how easy it is to register on page 3.
- Tap into our expertise by contacting our dedicated team at 877-585-9706 or service@sourcewell-mn.gov.

Frequently asked questions

Q. Who is Sourcewell?

A. Sourcewell is a local unit of government, a public corporation and agency under the Minnesota Constitution and its enabling law, Minnesota Statutes § 123A.21. Sourcewell employees are government employees.

Q. What is Sourcewell's primary purpose?

A. Sourcewell is a service cooperative created to provide programs and services to participating agencies. Its statutory purpose is to assist these agencies in meeting specific needs which are more efficiently delivered cooperatively than by an entity individually. Minn. Stat. § 123A.21, subd. 2.

Q. Is cooperative purchasing one of Sourcewell's authorized activities?

A. Sourcewell is authorized to establish cooperative purchasing contracts on behalf of itself and participating agencies. Sourcewell follows the competitive contract law requirements under Minnesota Statutes § 471.345, to solicit, evaluate, and award these contracts.

Q. How is Sourcewell governed?

A. Sourcewell is governed by an eight-member board of directors made up of local elected officials including county commissioners, city council members, mayors, and school board members.

Q. Who is eligible to participate, and how much does it cost?

A. Participation is free and available to all government and education entities.

Q. How do we register?

A. You can register to participate online at sourcewell-mn.gov or by submitting a paper agreement.

Q. What specific statute gives my agency the authority to participate?

A. Joint powers and cooperative purchasing laws authorize clients to access Sourcewell cooperative purchasing contracts. Sourcewell clients are responsible for ensuring compliance with state and local laws in their respective jurisdictions. A comprehensive list of state laws is included on the Sourcewell website on the "Compliance and Legal" page.

Sourcewell continuously monitors changing laws and regulations affecting cooperative purchasing. For questions about state-specific compliance or contract-use requirements, please contact service@sourcewell-mn.gov.

Q. Can my agency use Sourcewell contracts without issuing our own solicitation?

A. Sourcewell contracts are competitively solicited on behalf of Sourcewell and our participating agencies. Individual agencies are free to determine whether the awarded contracts meet their needs.

A. Sourcewell's procurement process is continuously improved to ensure

Frequently asked questions

Q. Does Sourcewell's procurement process meet federal procurement standards, including the Office of Management and Budget Uniform Guidance (2 CFR Part 200)?

compliance with state and federal requirements affecting our clients' ability to use cooperative purchasing contracts. Standard federal terms and conditions are included in Sourcewell solicitations and contracts. For specific compliance questions, please contact service@sourcewell-mn.gov.

Q. How do I obtain copies of the legal documents associated with each contract?

A. Contracts, solicitation documents, and pricing are available under the "Documents" tab on each supplier's page on the Sourcewell website. Due to pricing complexity, some pricing is only available upon request. Procurement files are also available upon request.

Q. As a Sourcewell participating agency, are we able to buy from other contracts?

A. Sourcewell participation and contracts are nonexclusive with no obligation to purchase.

Q. How is Sourcewell funded?

A. Sourcewell is funded by administrative fees paid by suppliers. When Sourcewell awards a contract, that supplier realizes substantial efficiencies in the form of thousands of sales opportunities. Suppliers pay a percentage of those sales to Sourcewell to cover costs related to the procurement process and to offset general operating costs.

Material prepared and provided by Sourcewell is intended as informational and for reference purposes, but is not legal advice. We recognize your responsibility to ensure the Sourcewell procurement process complies with your local laws.



Cooperative purchasing

Sourcewell creates cooperative contract purchasing solutions on behalf of participating public agencies. Cooperative contracts offer both time and money savings for users by consolidating the efforts of numerous individually prepared solicitations into one, cooperatively shared process—taking advantage of the volume pricing generated by 50,000 agencies across North America.

Register and purchase

Visit sourcewell-mn.gov/cooperative-purchasing or turn to page 3 for more details.

We want to be your guide.

Contact our dedicated team:

877-585-9706

service@sourcewell-mn.gov



Agenda Request

Subject:	Purchase hardware for the police department.
Meeting Date:	CANCELLED AGENDA WORKSHOP COMMISSION MEETING - Aug 28 2024
Prepared For:	Police Department
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	Approve Item
Background Information:	
Staff Recommendations:	Purchase hardware.
Financial Implications:	The total cost for Police hardware is \$76,924.91, covered under the FIBRS Program. The Police will be reimbursed after the purchase has been made. Contract Name: Dell NASPO Computer Equipment PA - Florida - Computers at Work, Inc DBA vTECHio Customer Agreement ID: 23026 / 43210000-23-NASPO-ACS Contract Expiration Date: June 30, 2025
Alternatives:	

ATTACHMENTS:

[240816 CAWQ32999-01 - Town of Pembroke Park - \(1\) 3460 SFF \(1\) 3280 Compact](#)
[240816 CAWQ33063 - Town of Pembroke Park - \(8\) Dell 32 4k \(2\) UltraSharp49](#)
[240816 CAWQ32997-01 - Town of Pembroke Park - \(16\) 5430 Rugged](#)
[240816 CAWQ33062 - Town of Pembroke Park - \(5\) WD22TB4](#)

	Status:
Christian Noel, Accounts Payable	Approved - Aug 19 2024
Jacobs Horowitz, Town Attorney	Approved - Aug 20 2024
Chandler Williamson, Town Manager	Approved - Aug 21 2024
Marlen Martell, Town Clerk	Approved - Aug 23 2024

Computers At Work!, Inc.

DBA



EIN: 31-1758837

2338 Immokalee Rd. #151

Naples, FL 34110

Phone: (239) 514-2888

Fax: (239) 236-2232

www.vTECHio.com**PROPOSAL
CAWQ32999-01**

Quoted: Aug 16, 2024

Expires: Sep 15, 2024

Prepared For:	Ship To:	Presented By:
Town of Pembroke Park Mark Pakula 3150 S.W. 52nd Ave Pembroke Park, FL 33023 United States Phone (954) 701-4345 Email mpakula@townofpembrokepark.com	Town of Pembroke Park Mark Pakula 3150 S.W. 52nd Ave Pembroke Park, FL 33023 United States	Kevin Kaufman Kevin.Kaufman@vtechio.com (407) 784-9561 To accept this proposal, sign here and return: _____ Date: _____ Customer Purchase Order Number: _____

Please review quote for shipping address and accuracy of each item BEFORE placing order.

Terms: Net 30 Days

Line #	Description	Product #	Unit Price	Qty	Ext. Price
1	Precision 3460 SFF CTO BASE Estimated delivery date: Aug. 27, 2024 Intel Corei7 14th Gen 14700 (33 MB cache, 20 cores, 28 threads, 2.1 GHz to 5.4 GHz, 65W) HEATSINK for 65W CPU Windows 11 Pro, English, French, Spanish Activate Your Microsoft 365 For A 30 Day Trial Intel Management Engine with vPro Intel Rapid Storage Technology Driver, Precision 3460 32 GB: 2 x 16 GB, DDR5, 5600MT/s, SODIMM, nonECC Nvidia T400 4GB, 4GB, 3 mDP to DP adapter (Precision 3460, 3260) No Additional Port C1 SSD Boot + SSD Integrated Intel SATA Controller 1TB PCIe NVMe(TM) Gen4 M.2 SSD Thermal Pad for 3460 SFF SSD No Hard Drive No Hard Drive No Hard Drive No Hard Drive No Optical Drive CMS Software not included No SATA RAID Precision 3460 SFF with 300W (80 Plus Platinum) PSU, RPLR compatible No Media Card Reader No Additional Network Card Selected (Integrated NIC included) Not selected in this configuration External WiFi Antenna Intel WiFi 6/6E (6GHz) AX211 2x2 Bluetooth 5.3 Wireless Card Dell Pro Wireless Keyboard and MouseKM5221WEnglishBlack	210-BCTU 338-CPNT 412-AAZQ 619-AQLP 658-BCSB 631-ADHJ 409-BCWM 370-BBXV 490-BHXR 492-BCLP 449-BBYR 403-BBCE 400-BMQO 412-AAZZ 400-AKZR 400-AKZR 400-AKZR 400-AKZR 429-ABKR 632-BBBJ 780-BBCJ 321-BKYG 385-BBBL 555-BBJO 817-BBBC 555-BHHH 555-BHHI 580-AJJG	\$1,768.99	5	\$8,844.95

Line #	Description	Product #	Unit Price	Qty	Ext. Price
	Mouse included with Keyboard	570-AADI			
	ENERGY STAR Qualified	387-BBLW			
	EPEAT 2018 Registered (Gold)	379-BDZB			
	Dell Precision TPM	340-ACBY			
	WLAN Intel AX211 wireless card driver	555-BHPO			
	SERI Guide (ENG/FR/Multi)	340-AGIK			
	Quick Setup Guide, Precision 3460	340-CYUT			
	No UPC Label	389-BDCE			
	Shipping Material (DAO)	340-CBUU			
	Shipping Material	340-CQYR			
	Precision 3460 Plat Reg Label DAO	389-ECXZ			
	Intel Core i7 vPro Enterprise Processor Label	389-EDDR			
	Internal Speaker	520-AARD			
	No Stand included	575-BBCH			
	No Additional Cable	379-BBCY			
	Not selected in this configuration	817-BBBC			
	Additional Software	658-BFRV			
	System Power Cord C13 (US 125V, 15A)	450-AHDU			
	OSWindows Media Not Included	620-AALW			
	No AutoPilot	340-CKSZ			
	Custom Configuration	817-BBBB			
	Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449			
	Dell Limited Hardware Warranty Plus Service	997-2808			
	ProSupport: 7x24 Technical Support, 39 Months	997-2901			
	ProSupport: Next Business Day Onsite, 39 Months	997-6800			
	No AntiVirus Software	650-AAAM			
	Contract Name: Dell NASPO Computer Equipment PA - Florida - Computers at Work, Inc DBA vTECHio Customer Agreement ID: 23026 / 43210000-23-NASPO-ACS Contract Expiration Date: June 30, 2025	43210000-23-NASPO-ACS			

Recurring :		Totals :	
Your investment in addition to the Grand Total:		Subtotal	\$8,844.95
\$0.00	<i>Billed Monthly</i>	Tax	\$0.00
\$0.00	<i>Billed Quarterly</i>	Shipping	\$0.00
\$0.00	<i>Billed Annually</i>		
\$8,844.95	<i>Total Deposit</i>	Grand Total	\$8,844.95



www.vTECHio.com

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com . Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice.***A 3.5% convenience fee will be charged for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such terms.

Computers At Work!, Inc.

DBA



EIN: 31-1758837

2338 Immokalee Rd. #151

Naples, FL 34110

Phone: (239) 514-2888

Fax: (239) 236-2232

www.vTECHio.com**PROPOSAL
CAWQ33063****Quoted:** Aug 16, 2024**Expires:** Sep 15, 2024

Prepared For:	Ship To:	Presented By:
Town of Pembroke Park Mark Pakula 3150 S.W. 52nd Ave Pembroke Park, FL 33023 United States Phone (954) 701-4345 Email mpakula@townofpembrokepark.com	Town of Pembroke Park Mark Pakula 3150 S.W. 52nd Ave Pembroke Park, FL 33023 United States	Kevin Kaufman Kevin.Kaufman@vtechio.com (407) 784-9561 To accept this proposal, sign here and return: _____ Date: _____ Customer Purchase Order Number: _____

Please review quote for shipping address and accuracy of each item BEFORE placing order.**Terms:** Net 30 Days

Line #	Description	Product #	Unit Price	Qty	Ext. Price
1	Dell 32 4K USBC Hub MonitorP3223QE, 80.0cm (31.5") Estimated delivery date: Aug. 19, 2024 Advanced Exchange Service 3 Years Dell Limited Hardware Warranty	210-BDQC 844-1960 844-1966	\$442.22	8	\$3,537.76
2	Dell UltraSharp 49 Curved MonitorU4924DW, 124.5cm (49") Estimated delivery date: Aug. 22, 2024 Advanced Exchange Service 3 Years Dell Limited Hardware Warranty Contract Name: Dell NASPO Computer Equipment PA - Florida - Computers at Work, Inc DBA vTECHio Customer Agreement ID: 23026 / 43210000-23-NASPO-ACS Contract Expiration Date: June 30, 2025	210-BGTZ 848-0106 848-0112 43210000-23-NASPO-ACS	\$1,155.56	2	\$2,311.12

Recurring :	Totals :
Your investment in addition to the Grand Total:	
\$0.00 Billed Monthly	Subtotal \$5,848.88
\$0.00 Billed Quarterly	Tax \$0.00
\$0.00 Billed Annually	Shipping \$0.00
\$5,848.88 Total Deposit	Grand Total \$5,848.88

www.vTECHio.com**Pricing, Taxes, and Additional Information**

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. ***A 3.5% convenience fee will be charged for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such terms.

Computers At Work!, Inc.

DBA



EIN: 31-1758837

2338 Immokalee Rd. #151

Naples, FL 34110

Phone: (239) 514-2888

Fax: (239) 236-2232

www.vTECHio.com**PROPOSAL
CAWQ32997-01****Quoted:** Aug 16, 2024**Expires:** Sep 15, 2024

Prepared For:	Ship To:	Presented By:
Town of Pembroke Park Mark Pakula 3150 S.W. 52nd Ave Pembroke Park, FL 33023 United States Phone (954) 701-4345 Email mpakula@townofpembrokepark.com	Town of Pembroke Park Mark Pakula 3150 S.W. 52nd Ave Pembroke Park, FL 33023 United States	Kevin Kaufman Kevin.Kaufman@vtechio.com (407) 784-9561 To accept this proposal, sign here and return: _____ Date: _____ Customer Purchase Order Number: _____

Please review quote for shipping address and accuracy of each item BEFORE placing order.**Terms:** Net 30 Days

Line #	Description	Product #	Unit Price	Qty	Ext. Price
1	Dell Latitude 5430 Rugged Estimated delivery date: Aug. 29, 2024 Intel Core Processor i71185G7, (QC, 3.0 to 4.8 GHz, 28W, vPro) Windows 11 Pro, English, French, Spanish Activate Your Microsoft 365 For A 30 Day Trial CrowdStrike Endpoint Protection Pro w Essential Support 1yr Intel Core vPro i71185G7 with Iris Xe Graphics Intel vPro Technology Advanced Management Features 32GB, 2x16GB, 3200 MHz DDR4 NonECC 1TB M.2 PCIe NVMe Class 40 Solid State Drive 14" Touch 1100 nits WVA FHD (1920 x 1080) 100% sRGB AntiGlare,Outdoor Viewable,Passive Pen English US RGB Backlit Sealed Internal keyboard No Mouse Intel AX210 WLAN Driver Intel AX210 Wireless Card with Bluetooth 5GQualcomm(R) Snapdragon(TM) X55 Global 5G (DW5930e), eSIM, Verizon, no NMEA GPS port Hot surface warning label Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery 65W AC adapter, USB TypeC, Ecodesign No Fingerprint, no Smartcard reader No AntiVirus Software OSWindows Media Not Included E4 Power Cord 1M for US Setup and Features Guide No Carrying Case Additional 3 Cell 53.5 Whr Longlifecycle 3 Year battery No Resource USB Media SERI Guide (ENG/FR/Multi) ENERGY STAR Qualified	210-BCFW 379-BERR 619-AQLP 658-BCSB 634-CCLG 338-CCRL 631-ADEE 370-AGTG 400-BMRX 391-BGGI 583-BILF 570-AADK 555-BHCC 555-BHCH 556-BDVG 389-ECGC 451-BCWC 492-BDRC 346-BHQB 650-AAAM 620-AALW 537-BBBL 340-CXCE 460-BBEX 451-BCYK 430-XXYG 340-AGIK 387-BBPC	\$3,787.36	16	\$60,597.76

Line #	Description	Product #	Unit Price	Qty	Ext. Price
	Custom Configuration	817-BBBB			
	Dell Applications for Windows 11	658-BFIP			
	Mix Ship, Notebook, 5430 Rugged	340-CYJC			
	11th Gen Intel Core i7 vPro label	340-CTSW			
	BTO Standard Shipment (VS)	800-BBQK			
	No UPC Label	389-BCGW			
	Microphone +RGB HD camera; Touch; WLAN/WWAN antennae;	319-BBHV			
	Pogo vehicle docking and RF passthrough				
	EPEAT 2018 Registered (Silver)	379-BDTO			
	No AutoPilot	340-CKSZ			
	No Option Included	340-ACQQ			
	Additional USBA rear port	590-TFHR			
	Additional TBT/TypeC port	325-BEJZ			
	Rigid handle	750-ADPK			
	ProSupport: Next Business Day Onsite, 3 Years	808-6784			
	Dell Limited Hardware Warranty Initial Year	808-6805			
	ProSupport: 7X24 Technical Support, 3 Years	808-6809			
	Thank you choosing Dell ProSupport. For tech support, visit	989-3449			
	//support.dell.com/ProSupport				
	Contract Name: Dell NASPO Computer Equipment PA - Florida -	43210000-23-NASPO-ACS			
	Computers at Work, Inc DBA vTECHio Customer Agreement ID:				
	23026 / 43210000-23-NASPO-ACS Contract Expiration Date: June				
	30, 2025				

Recurring :	Totals :
Your investment in addition to the Grand Total:	
\$0.00 Billed Monthly	Subtotal \$60,597.76
\$0.00 Billed Quarterly	Tax \$0.00
\$0.00 Billed Annually	Shipping \$0.00
\$60,597.76 Total Deposit	Grand Total \$60,597.76



www.vTECHio.com

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com . Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice.***A 3.5% convenience fee will be charged for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such terms.

Computers At Work!, Inc.

DBA



EIN: 31-1758837

2338 Immokalee Rd. #151

Naples, FL 34110

Phone: (239) 514-2888

Fax: (239) 236-2232

www.vTECHio.com**PROPOSAL
CAWQ33062****Quoted:** Aug 16, 2024**Expires:** Sep 15, 2024

Prepared For:	Ship To:	Presented By:
Town of Pembroke Park Mark Pakula 3150 S.W. 52nd Ave Pembroke Park, FL 33023 United States Phone (954) 701-4345 Email mpakula@townofpembrokepark.com	Town of Pembroke Park Mark Pakula 3150 S.W. 52nd Ave Pembroke Park, FL 33023 United States	Kevin Kaufman Kevin.Kaufman@vtechio.com (407) 784-9561 To accept this proposal, sign here and return: _____ Date: _____ Customer Purchase Order Number: _____

Please review quote for shipping address and accuracy of each item BEFORE placing order.**Terms:** Net 30 Days

Line #	Description	Product #	Unit Price	Qty	Ext. Price
1	Dell Thunderbolt Dock WD22TB4 Estimated delivery date: Aug. 19, 2024 Advanced Exchange Service, 4 Years Dell Limited Hardware Warranty Contract Name: Dell NASPO Computer Equipment PA - Florida - Computers at Work, Inc DBA vTECHio Customer Agreement ID: 23026 / 43210000-23-NASPO-ACS Contract Expiration Date: June 30, 2025	210-BDQH 872-8551 872-8557 43210000-23-NASPO-ACS	\$272.22	6	\$1,633.32

Recurring :	Totals :
Your investment in addition to the Grand Total:	
\$0.00 Billed Monthly	Subtotal \$1,633.32
\$0.00 Billed Quarterly	Tax \$0.00
\$0.00 Billed Annually	Shipping \$0.00
\$1,633.32 Total Deposit	Grand Total \$1,633.32

www.vTECHio.com**Pricing, Taxes, and Additional Information**

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. ***A 3.5% convenience fee will be charged for credit card purchases*** By signing this quote you acknowledge having read and agree to be bound by such terms.



Agenda Request

Subject:	Change order for buildout for the police department.
Meeting Date:	PUBLIC NOTICE - WORKSHOP COMMISSION MEETING - Aug 28 2024
Prepared For:	Police Department
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	Police Department
Recommendation for Counsel to consider:	Approve item
Background Information:	Item was approved at Commission meeting Feb 28th, 2024 Item number AIR-24-029 for total of \$135,000.00.
Staff Recommendations:	Approving the Change order for Police buildout.
Financial Implications:	The total is \$8,905.00 to be paid.
Alternatives:	

ATTACHMENTS:

[Town of Pembroke Park Change Order Invoice](#)

[Empire Computing Consulting AGREEMENT and EXHIBIT A-EXECUTED 02.27.2024](#)

	Status:
Christian Noel, Accounts Payable	Approved - Aug 22 2024
Jacobs Horowitz, Town Attorney	Approved - Aug 22 2024
Chandler Williamson, Town Manager	Approved - Aug 23 2024
Marlen Martell, Town Clerk	Pending



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

Invoice #:	13981
Invoice Date:	8/20/2024
Page:	1
Customer #:	845

Ship To:

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

Bill To:

Town of Pembroke Park

Order Number: 10807

Phone: 954-966-4600		Cust PO:		Terms:	
Reference: ToPP C/Os		Ship Via: Ground		Salesperson: GLORIAB	
Stock Code	Description	Quantity	Price	Extended	
EMP-INSTALLATION	Install additional run for AP - location TBD See Mark	1.00	225.00	225.00	
EMP-INSTALLATION	Install (3) additional TV and mounts -2 in contract. 1 new (no HDMI run needed) in Public Works Director's office.	3.00	100.00	300.00	
EMP-INSTALLATION	Add card reader and electrification and license	1.00	875.00	875.00	
EMP-INSTALLATION	Relocate existing camera 2nd floor IT	1.00	100.00	100.00	
EMP-INSTALLATION	Install Environmental Sensor and cable run.	1.00	350.00	350.00	
EMP-INSTALLATION	Installation of (3) additiona doors in PD (101, 103, 104) with composite runs, cut in boxes for readers, door frame cutting.	3.00	1,050.00	3,150.00	
EMP-INSTALLATION	Created firewall penetrations in space to allow cable to move from area to area (28 with penetration sleeves)	1.00	1,975.00	1,975.00	
EMP-INSTALLATION	Cable run for Trial Conversion camera in Commission Chamber.	1.00	225.00	225.00	
EMP-INSTALLATION	Provide and install new magnet for Town Hall front door.	1.00	355.00	355.00	
EMP-INSTALLATION	Provide (3) future composite runs sitting in ceiling.	1.00	1,350.00	1,350.00	

SubTotal: 8,905.00

Tax: 0.00

Shipping: 0.00

Total: 8,905.00

Paid: 0.00

Balance: 8,905.00

AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this 27 day of February 2024, 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

EMPIRE COMPUTING & CONSULTING, INC., a corporation authorized to do business in the State of Florida, with a principal address of 120 N. Frederick Ave., Daytona, FL 32114, 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".

WHEREAS, the Town desires to enter into this Agreement with Contractor to provide non-engineering consulting services related to Information Technology; and

WHEREAS, the Town is authorized to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of the agreement entered into on or about January 29, 2021, between the Contractor and the City of Cocoa (the "Agreement"), attached hereto as **Exhibit "A,"** and incorporated herein; and

WHEREAS, the Parties agree to incorporate the provisions of this agreement into to **Exhibit "A"** as set forth herein; and

WHEREAS, Contractor has agreed to honor and extend the prices, terms, and conditions set forth in the Agreement to Town; and

WHEREAS, Town desires to retain the services of Contractor by "piggybacking" the terms and requirements set forth in **Exhibit "A"** and as modified herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms, and conditions set forth in **Exhibit "A"** shall govern the relationship between the Town and Contractor, except as amended below:

- A. The Scope of Services to be performed under this Agreement shall be as set forth in **Exhibit "A,"** except said services shall be performed in and for the Town.
- B. This Agreement may be terminated at any time by the Town for convenience upon providing thirty days (30) notice to the Contractor. This agreement may also be terminated for cause at any time.
- C. This Agreement shall be effective upon execution by both parties, and shall expire in accordance with the terms set forth in **Exhibit "A."**
- D. The Contractor agrees at all times to indemnify, hold the Town harmless and, at the Town 's option, defend or pay for any attorney selected by the Town to defend the Town, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the Town or any third party arising out of, or by reason of, or resulting from the Contractor's negligent acts, errors, or omissions.
- E. Contractor shall provide Town with proof of insurance as required by **Exhibit "A"**. Contractor hereby confirms that the Town is named as an additional insured under the provisions of Contractor's insurance.
- F. Contractor shall not commence performance under this Agreement unless and until the requirements for insurance have been fully met by Contractor and appropriate

evidence thereof, in the Town's sole discretion, has been provided to and approved by the Town.

- G. All payments shall be governed by the Local Government Prompt Payment Act as provided under §§218.70-.80, Florida Statutes.
- H. The term of this Agreement shall commence upon execution by both parties and shall terminate on January 28, 2026, subject to any renewals set forth in the Agreement.

Section 3. In all other respects, the terms and conditions of **Exhibit "A"** are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of Contractor made in **Exhibit "A"** are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein. In the event of any conflicts between this Agreement and Exhibit "A," this Agreement shall prevail, followed by Exhibit "A."

Section 4. Public Records.

- A. Contractor shall comply with the Florida Public Records Act as follows:
 - 1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.
 - 2. Upon request by Town's records custodian, provide Town with a copy of 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.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
 - 4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to Town, at no cost to Town, within seven days. All records stored electronically by Contractor shall be delivered to Town in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

Section 5. E-Verify. Contractor 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.

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.

Section 6. Scrutinized Companies.

- A. Contractor 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 Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, 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.
- B. If this Agreement is for more than one million dollars, the Contractor 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 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 the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. 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 7. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 8. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

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

Copy to: Goren, Cherof, Doody, and Ezrol, P.A.
 3099 E. Commercial Boulevard, Suite 200
 Fort Lauderdale, Florida 33308
 jhorowitz@gorencherof.com

Contractor: Empire Computing & Consulting, Inc.
 Attn: Dave Campos / President – CEO
 120 N. Frederick Ave.
 Daytona, FL 32114
 Telephone: 386-253-6506
 davec@empirecomputing.com

Section 9. Severability. This Agreement sets forth the entire agreement between Contractor and Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 10. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK

BY: [Signature]
MAYOR ASHIRA MOHAMMED

APPROVED AS TO LEGAL FORM:

BY: [Signature]
JACOB G. HOROWITZ
Interim Town Attorney

EMPIRE COMPUTING & CONSULTING INC.

BY: [Signature]
Name: DAVID A CAMPOS JR
Title: PRESIDENT / CEO

STATE OF FLORIDA)
COUNTY OF Volusia)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, by means of ☒ physical presence or ☐ online notarization, on this 26th day of February, 2024, as CEO of Empire Computing & Consulting Inc. 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 David A Campos Jr. as CEO of Empire Computing & Consulting Inc and who is personally known to me or has produced FLDL as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this 26 day of February, 2024.

[Signature]
NOTARY PUBLIC

Darren L. Miller
Print or Type Name

My Commission Expires: May 22, 2026

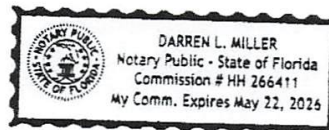


Exhibit A



CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

This Agreement made and entered into on the 29th day of January, 2021 by and Empire Computing & Consulting Inc., authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of 120 N. Frederick Ave., Daytona, FL 32114 and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the CITY or OWNER, with an address of 65 Stone Street, Cocoa, Florida 32922.

WITNESSETH

WHEREAS, City has a need to obtain non-engineering related consulting services regarding Information Technology ("IT"), specifically the disciplines of Application/Database Development & Support, Audio/Visual Support, and Physical Security from time to time on an as-needed, task oriented basis; and

WHEREAS, this is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, CONTRACTOR is willing to provide such services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

Witnessed that the CONTRACTOR and the City, for the Consideration herein-after named, agree as follows:

1. TERM AND DEFINITIONS –

- 1.1. Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the fifth (5th) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement for up to two (2) additional one-year renewals. Such an extension shall only be by written amendment and approved by the City Manager.
- 1.2. The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.
- 1.3. **Definitions.** The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

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City of Cocoa Service Level Agreement
Form Approved September 2020

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

- a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the Consulting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.
- b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.
- c. "Consultant" shall mean Empire Computing & Consulting Inc., a _S-Corporation_, and its principals, employees, resident project representatives (and assistants).
- d. "Public Record" shall have the meaning given in Section 119.011(1), Florida Statutes.
- e. "Reimbursable Expenses" shall mean the actual expenses incurred by Consultant or Consultant's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.
- f. "Work" or "Services" shall be used interchangeably and shall include the performance of the IT consulting work agreed to by the parties in a Task Order.
- g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 2 herein, which sets forth the Work to be performed by Consultant under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4.Engagement. The City hereby engages the Consultant and Consultant agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2. **DESCRIPTION OF SERVICES; RATE SCHEDULE** - CONTRACTOR shall perform on an as needed basis Information Technology consulting services on a "task" basis. In general, such services may include, but not be limited to, Application/Database Development & Support, Audio/Visual Support, and Physical Security. (EXHIBIT A - PRICING SCHEDULE).

2.1. The services to be performed pursuant to each Task Order shall fall within the general Scope of Work. When the City desires to enter into a specific Task Order, the City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. The CONTRACTOR will generate a detailed Scope of Work document, prepare a Schedule, add a

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City of Cocoa Service Level Agreement
Form Approved September 2020

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

fee component (e.g. straight hourly rate for work performed, a not to exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the CONTRACTOR through a Task Order may include any consulting services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

- 2.2. The City will issue a notice to proceed to the CONTRACTOR in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the CONTRACTOR shall perform the services set forth in the Task Order.
3. The City reserves the right, at its discretion, to perform a service related to this Agreement or to retain the services of other consulting companies to provide professional IT Consultant Services.
4. The CONTRACTOR shall not provide a minimum and maximum hourly rates table as reference to the City and will be herein to set forth as an exhibit to this Agreement.
5. **CHANGES IN SCOPE OF WORK –**
 - 5.1. City may make changes in the Services at any time by giving written notice to CONTRACTOR. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and CONTRACTOR will negotiate any change in total cost or schedule modifications. If the City and the Consultant approve any change, the Task Order will be modified in writing to reflect the changes; and Consultant shall be compensated for said services in accordance with the terms of herein. All change orders shall be authorized in writing by City's and Consultant's designated representative.
 - 5.2. All of the City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.
6. **SCHEDULE –**
 - 6.1. Consultant shall perform services in conformance with the mutually agreed schedule set for in negotiated Task Orders issued. Consultant shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should the Consultant fall behind on any agreed

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City of Cocoa Service Level Agreement
Form Approved September 2020

CITY OF COCOA
IT PROFESSIONAL CONSULTANT AGREEMENT
(Contract No. 20-20-Empire Computing & Consulting)

upon schedule. it shall employ such resources so as to comply with the schedule both parties mutually agreed upon.

- 6.2. No extension for completion of services shall be granted to Consultant without the City's prior written consent, except as provided herein.
- 6.3. Any cost caused by defective or ill-timed services shall be borne by the party responsible thereof.

7. METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT –

- 7.1. **General Services.** For basic and additional Services performed by the Consultant's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 1.1 and 1.2, the City agrees to pay the Consultant an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.
- 7.2. **Additional Services Performed by Professional Associates and Consultants.** For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Consultant to render additional Services pursuant to paragraphs 1.1 and 1.2, the City agrees to pay the Consultant an amount equal to that billed Consultant by the independent professional associates and consultants. Prior to payment by the City, the Consultant shall submit to the City a copy of any written invoice received by Consultant from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.
- 7.3. **Witness Services.** For witness or expert services rendered by Consultant's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Consultant shall be bound by any attorney-work product public records exemption laws and rules.
- 7.4. **Florida Prompt Payment Act.** Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s218.70 et. Seq., Florida Statutes.

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City of Cocoa Service Level Agreement
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- 7.5. **Miscellaneous.** Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Consultant.
- 7.6. **Errors and Deficiencies.** Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Consultant's services provided under this Agreement.
- 7.7. **Payment Offsets.** To the extent that Consultant owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Consultant for any money owed to the City by Consultant.
- 7.8. **Payment not Waiver.** The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's performance of any services provided under this Agreement.
- 7.9. **Delay Remedy.** The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Consultant shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption, or interruption caused by any delay. Consultant's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.
- 7.10. **Acceptance of Payment.** Acceptance of final payment by the Consultant for a specific Task Order shall constitute a release of all claims for payment which the Consultant may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.
- 7.11. **Payment Adjustments.** It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the City of overpayment.

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7.12. **Partial Payments.** Payment made to the Consultant shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Consultant of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

8. RIGHT TO INSPECTION –

8.1. City or its affiliates shall at all times have the right to review or observe the Services performed by Consultant.

8.2. No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

9. PROGRESS MEETING –

9.1. City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

10. SAFETY –

10.1. Consultant shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

11. REASONABLE ACCESS –

11.1. During the term of this Agreement, City shall grant Consultant reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

12. INSURANCE –

12.1. **Liability Amounts.** Liability Amounts. During the term of this Agreement, Consultant shall be responsible for providing the types of insurance and limits of liability as set forth below.

- a. **Professional Liability.** Proof of professional liability insurance shall be provided to the City for the minimum amount of \$1,000,000 as the combined single limit per claim and \$1,000,000 in the aggregate.

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- b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000 as the combined single limit for each occurrence to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant, and with a deductible not greater than \$5,000.00.
 - c. The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit bodily injury and minimum \$50,000 property damage as the combined single limit for each occurrence to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.
 - d. The Consultant shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.
- 12.2. **Special Requirements.** Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.
- 12.3. The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included

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in article 10.1.b and 10.1.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

- 12.4. **Independent Associates and Consultants.** All independent associates and consultants employed by Consultant to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

13. COMPLIANCE WITH LAWS AND REGULATIONS –

- 13.1. Consultant shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

14. REPRESENTATIONS –

- 14.1. Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound Consulting practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Consultant shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant's designated representative shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable

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requirements imposed by all public authorities. The Consultant represents and warrants that it is familiar with and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Consultant represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

- 14.2. Consultant represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

15. GUARANTEE AGAINST INFRINGEMENT –

- 15.1. Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, its officers, directors, employees, attorneys, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Consultant may elect to provide non-infringing services.

16. DOCUMENTS –

- 16.1. **Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Consultant agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Consultant related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Consultant. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form,

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characteristics, or means of transmission of Consultant are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoaf1.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Consultant is required to and agrees to comply with public records laws. Consultant shall keep and maintain all public records required by the City to perform the services as agreed to herein. Consultant shall provide the City, upon request from the City Clerk, copies 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 law. 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 term. Upon completion of the Agreement, Consultant shall transfer to the City, at no cost, all public records in possession of the Consultant, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Consultant shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Consultant of the request and the Consultant shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Consultant does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Consultant acknowledges that if the Consultant does not provide the public records to the City within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes. The Consultant acknowledges that if a civil action is filed against the Consultant to compel production of public records relating to this Agreement, the court may assess and award against Consultant the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Consultant, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Consultant to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Consultant fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Consultant's failure to comply with this Section, the City shall collect from Consultant

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PURCHASING

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.gov

CITY OF COCOA
1ST AMENDMENT TO PROFESSIONAL CONSULTANT AGREEMENT
CONTRACT P-20-20-COC
PROFESSIONAL IT SERVICES

This FIRST Amendment is made to the agreement between the **City of Cocoa**, a Florida municipal Corporation (“City”) and **Empire Computing & Consulting Inc.** a for profit corporation (“Contractor”).

WHEREAS, the City and the Contractor entered into an agreement for Professional IT Services, dated January 29, 2021.

WHEREAS, the Contractor is offering additional products to the City from what was established in Exhibit A, Part II of the original agreement.

WHEREAS, the parties desire to amend the Agreement to update and accept the additional product offerings in a revised Exhibit A – Pricing Schedule.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Agreement is hereby amended to update Exhibit A – Pricing Schedule to include the additional product offerings as attached to this amendment by reference.
2. All of the terms and conditions of the Agreement shall remain in full force and effect, except as modified by this Amendment.
3. This Amendment shall be effective as of the date of the final signature below.

By signing below, the parties have executed this Amendment which will be effective as of the date of the final signature.

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EMPIRE COMPUTING &
CONSULTING INC.

CITY OF COCOA

By: David A. Campos Jr
(Print Name)

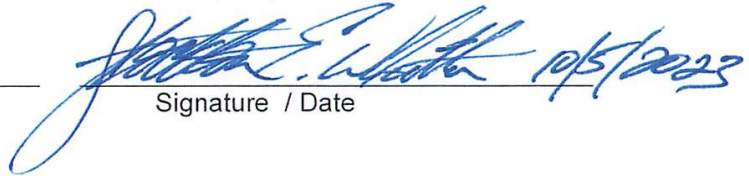
By: Stockton Whitten
(Print Name)

CEO/President
(Title)

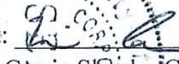
City Manager
(Title)



Signature / Date



Signature / Date

Attest:  for
Carrie Shealy, City Clerk

CC: Robert Beach, Chief Technology Officer, City of Cocoa
Brian Dale, Purchasing / Contracts Division Manager, City of Cocoa

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EXHIBIT A – PRICING SCHEDULE
Empire Computing & Consulting

Part I - Information Technology Services Cost Schedule

Please provide a maximum hourly rate for each category of services your organization has been qualified to provide.

Category of Service	Mon-Fri 7 AM - 6 PM Maximum Hourly Rate	After-Hours & Holiday Maximum Hourly Rate
Network Architecture and Security	\$110.00	\$ 225.00
Wireless Network Support	\$110.00*	\$225.00

Pricing reflected on cost sheet is for single purchase items. Items in quantity or over dollar thresholds can be considered for manufacturer special pricing and additional discounting. Empire is an HPE Aruba Gold partner and a NASPO State of Florida participant. Empire also participates on NASPO with Cisco.

Empire can also offer purchasing opportunities through PEPPM, GSA and NCPA should the City so find necessary.

*The wireless network support above does not include the Radwin point to point wireless installation or maintenance which is covered under a separate contract.

EXHIBIT A – PRICING SCHEDULE
Empire Computing & Consulting

Part II - Information Technology Equipment Cost Schedule

Please provide a minimum percentage discount for each category (in blue fields) or each item (in white fields). You may optionally exclude quoting a discount for any category or item by entering "No Bid".

Category	Minimum % Discount off	Category	Minimum % Discount off
1 - Network Equipment	%	6 - Memory	%
Ruckus	44%	Corsair	%
Cisco	35%	Crucial	%
Transition Networks	10%	Kingston	%
Fortinet*	18%	HP	%
2 - Server Equipment	%	7 - Desktop Computers	%
HP	25%	Dell	%
Cisco	35%	HP	%
3 - Storage	%	Lenovo	%
Barracuda	15%	8 - Laptop Computers	%
Dell/EMC	%	Apple	%
Fujitsu	%	Asus	%
HP	35%	Dell	%
Nimble	35%	HP	%
4 - Wireless Networking	%	Lenovo	%
Ruckus	35%	Panasonic	%
Cisco	35%	9 - Tablet Computers	
Radwin	20%	Apple	%
Ubiquiti*	0%	Asus	%
HPE Aruba*	35%	Panasonic	15%
5 - Network/Data Center	%	10 - Thin/Zero Clients	%
APC/Schneider	%	Dell/Wyse	%
Avocent	30%	11 - Monitors/Televisions/Projectors	%
Belkin	%	Dell	%
Berk-Tek	%	LG	%
Dymo	%	Samsung	%
Eaton	%	Sony	%
Emcor	%	Viewsonic	%
Leviton	%	Vizio	%
Middle Atlantic	%	12 - Audio/Visual Equipment	%
NetScout/Fluke	%	Verkada (entire line)*	30%
Siemens	%	13 - Telecom/VoIP	
Snake Tray	%	Jabra	%
Softing	%	Mitel/Shoretel	%
Startech	%		%
TrippA1:A34 Lite	%		%

*Additional offerings included under the first amendment to agreement P-20-20-COC

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, **2024** by and between:

TOWN OF PEMBROKE PARK POLICE DEPARTMENT, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 ("Town"),

and

JEFFREY D. OWENS (DBA) OWENS ACCREDITATION SERVICES, LLC, a for profit corporation, located at 3245 NE 106 Street, Anthony, FL 32617, hereinafter the "CONSULTANT"

W I T N E S S E T H:

WHEREAS, the Pembroke Park Police Department wishes to obtain the professional services of the CONSULTANT in accordance with Sec. 2-121 of the Town's Code of Ordinances; and

WHEREAS, the CONSULTANT has the knowledge, skill, and capability to perform such services for the Pembroke Park Police Department; and

WHEREAS, the Town Commission of the Town of Pembroke Park determines that the Professional Services Agreement as contained herein promotes the health, safety, and welfare, and is in the best interests of the Town and its residents.

NOW, THEREFORE, in consideration of the sum of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

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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.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT is hereby retained by the Pembroke Park Police Department, and CONSULTANT agrees to provide the services in **Exhibit “A”**, attached hereto and incorporated herein.

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

ARTICLE 3
TERM AND TERMINATION

3.1 The term of this Agreement shall commence on _____ 1, 2024 and shall continue until _____ 31, 2026, unless this Agreement is otherwise extended or terminated in accordance with the terms specified herein.

3.2 **Entire Agreement.** This Agreement represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous written or oral agreements and all other communications between the parties relating to the Services to be rendered hereunder. Any additions, deletions, or modifications shall not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties. In the event of any contradictory provisions between this Agreement and the terms or other documents issued by the Pembroke Park Police Department or CONSULTANT in connection herewith, the terms set forth in the body of this Agreement shall prevail.

3.3 This Agreement may be terminated by either party for cause, or by the TOWN for convenience, upon thirty days (30) written notice by the TOWN to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. This

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Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Town Commission of the Town of Pembroke Park in the annual budget for each fiscal year of the Agreement, and is subject to termination based on lack of funding.

3.4 **Scrutinized Companies.** CONSULTANT, 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 §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:

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 §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

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:

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 §215.473, Florida Statutes; or

Is engaged in business operations in Syria.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 **Payment.** The Pembroke Park Police Department agrees to pay CONSULTANT \$ 833.00 monthly for Services completed in accordance with the terms of this Agreement. The fee shall be payable within thirty (30) days after receipt and approval by the Pembroke Park Police Department of CONSULTANT's invoice. The CONSULTANT shall not incur or charge the Pembroke Park Police Department any other fees or expenses without the prior written authorization of the Chief. Performance beyond the limitations set forth in this Agreement (either financial or time period) shall be at the sole risk and responsibility of the CONSULTANT, and the Pembroke Park Police Department shall not be obligated to pay for Services exceeding the funding or contract period of this Agreement. If the CONSULTANT becomes unable to perform services pursuant to this Agreement by reason of illness, incapacity, or death, compensation shall cease upon the happening of the event.

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

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ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 TOWN or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Services and Responsibilities, 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.

5.2 **Work Made for Hire.** The Work Product shall constitute works-made-for-hire belonging exclusively to the Pembroke Park Police Department. To the extent that any Work Product does not constitute a work-made-for-hire owned by the Pembroke Park Police Department, CONSULTANT agrees to assign and transfer all of its rights, title, and interest in such Work Product to the Pembroke Park Police Department.

5.3 **Modifications to Work Product.** The Pembroke Park Police Department retains the right to modify the Work Product or to merge the Work Product into other documents or other materials owned or utilized by the Pembroke Park Police Department.

5.4 In no event will the CONSULTANT 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 CONSULTANT 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 CONSULTANT, 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 CONSULTANT pursuant to this Agreement.

6.2 CONSULTANT 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. CONSULTANT 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 CONSULTANT 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.

ARTICLE 7

{00617017.1 3399-0000019 }

INDEPENDENT CONSULTANT

7.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent Consultant 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 CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with TOWN, State, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT's Funds provided for herein. The CONSULTANT 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 CONSULTANT and the TOWN and the TOWN will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 8 **VENUE**

8.1 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 9 **PUBLIC RECORDS**

9.1 The TOWN is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

9.1.1 Keep and maintain public records required by the TOWN to perform the service;

9.1.2 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;

9.1.3 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, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the TOWN; and

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9.1.4 Upon completion of the contract, CONSULTANT shall transfer to the TOWN, at no cost to the TOWN, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT 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.

9.2 The failure of CONSULTANT 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 966-4600, TOWNCLERK@TPPFL.GOV, 3150 SW 52 AVENUE, PEMBROKE PARK, FLORIDA 33023.

ARTICLE 10

E-Verify

10. Employment Eligibility. CONSULTANT certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

Definitions for this Section.

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

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

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security which allows participating employers to electronically verify the employment eligibility of new employees.

Registration Requirement; Termination. Pursuant to §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:

All persons employed by a Contractor to perform employment duties within Florida

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during the term of the contract; and

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

The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "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.

Article 11

MISCELLANEOUS

11.1 **Sovereign Immunity.** Nothing contained in the Agreement is intended nor shall be construed to waive Town's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

11.2 **Ownership of Documents.** Reports, surveys, plans, studies, grants, submittals, and other data, work product, or documents provided or created 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 CONSULTANT's work product for its intended purposes.

11.3 **Records.** CONSULTANT shall keep such records and accounts and require any and all subConsultants 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 CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by TOWN and shall be kept for a period of 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.

11.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT

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without the prior written consent of TOWN. For purposes of this Agreement, any change of ownership of CONSULTANT 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.

11.5 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT 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 CONSULTANT 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.

11.6 **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, Consultant and Town designate the following as the respective places for giving of notice:

TOWN:

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

Copy To:

Jacob Horowitz, Esq.
Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

CONSULTANT:

Jeffrey D. Owens
PO Box 231
Anthony, FL 32617

11.7 **Binding Authority.** Each person signing this Agreement on behalf of either party

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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.

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

11.9 **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.

11.10 **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.

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

11.12 **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.

11.13 **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.

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

TOWN:

Witnesses:

(witness print name)

By: _____
Ashira Mohammed, Mayor

(witness print name)

By: _____
Chandler Williamson
Acting Town Manager

{00617017.1 3399-0000019 }

ATTEST:

Municipal Clerk

Approved as to legal form by:

Jacob G. Horowitz, Town Attorney

CONSULTANT:

OWENS ACCREDITATION SERVICES, LLC

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this _____ day of _____ 2024, by _____ of
_____, a State of _____ corporation, on behalf of the corporation.

NOTARY PUBLIC

Personally Known OR

Produced Identification

Type of Identification Produced

{00617017.1 3399-0000019 }

EXHIBIT A

SCOPE OF WORK

- a. Prepare the Department for accreditation, including coordinating, overseeing, and planning the Department's adherence to standards set forth by the Commission for Florida Law Enforcement Accreditation, Inc. (CFA);
- b. Maintains the department's policy manual and historical records of revised policies and procedures. Assists Command Staff with writing and/or reviewing all policies and procedures to ensure compliance with new or amended CFA standards and best practices. Recommends policy and procedure revisions as needed;
- c. Responsible for maintaining report files for accreditation, sending out reminders of proofs of compliance due under the authority of the Chief;
- d. Enforce work deadlines as they apply to the accreditation requirements. Ensures all annual and/or time sensitive reviews, reports, audits, inventories, and inspections are completed or prepared and are submitted as required by CFA;
- e. Responsible for maintaining all files and data entry via PowerDMS software;
- f. Provide advice, support and assistance by interpreting policies and procedures;
- g. Responsible for adherence to changes in CFA standards and current laws that pertain to those standards. Attend accreditation-related training and conferences to remain updated on requirements.
- h. Accurately compile "proofs of compliance" for applicable accreditation standards;
and
- i. Act as a liaison between the Pembroke Park Police Department, outside agencies, and the CFA.

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**SECOND AMENDMENT TO THE CONTRACT AGREEMENT BETWEEN THE
TOWN OF PEMBROKE PARK AND THE CAS GOVERNMENTAL SERVICES, LLC.**

THIS SECOND AMENDMENT ("Amendment"), dated this ____ day of _____, 2024, is entered into by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 ("Town"),

and

CAS GOVERNMENTAL SERVICES, LLC, a for profit corporation, located at 36910 3rd Street, PO Box 35, Canal Point, FL 33438, hereinafter "Consultant."

Town and Consultant may each be referred to herein as "party" or collectively as "Parties".

WHEREAS, the Parties entered into an agreement on September 16, 2022, for the Consultant to provide the Town with, including but not limited to preparation of legislative priorities and designated legislative issues, referred to herein as the "Original Agreement"; and

WHEREAS, on October 11, 2023, the Parties entered into the First Amendment to the Original Agreement, thereby extending the term for one additional year; and

WHEREAS, the definition of Professional Services, as set forth in §2-121 of the Town Code, includes lobbyists; and

WHEREAS, the Town is satisfied with the services provided and the Parties desire define a term, extend, and amend the Original Agreement; and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect; and

Second Amendment
CAS Governmental Services, LLC
October 1, 2024

WHEREAS, the Town Commission of the Town of Pembroke Park determines that the extension and amendment of the Original Agreement as contained herein promotes the health, safety, and welfare, and is in the best interests of the Town and its residents.

NOW, THEREFORE, in consideration of the sum of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. The Parties hereby agree that the Original Agreement was for a term of one (1) year, and is extended for an additional year. The renewal term shall now expire on September 30, 2025. The Original Agreement, as amended, may be renewed annually upon written mutual consent of the Parties.

SECTION 3. Scrutinized Companies. Consultant, 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 §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:

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 §215.4725, Florida Statutes, or is engaged in a boycott of Israel;
or

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:

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Second Amendment
CAS Governmental Services, LLC
October 1, 2024

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 §215.473, Florida Statutes; or

Is engaged in business operations in Syria.

In accordance with Sec. 287.135, F.S., a violation of this provision may result in the immediate termination of this Agreement by the Town.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment or the Original Agreement, the Parties agree the terms and provisions contained in this Second Amendment shall control to the extent of any such conflict or ambiguity, followed by the First Amendment. Except as otherwise amended herein, the Original Agreement, as amended, shall remain in full force and effect.

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

Witnesses:

(witness print name)

By: _____
Ashira Mohammed, Mayor

(witness print name)

By: _____
Chandler Williamson
Acting Town Manager

ATTEST:

Municipal Clerk

Approved as to legal form by:

Jacob G. Horowitz, Town Attorney

{00616781.1 3399-0000000 }

Second Amendment
CAS Governmental Services, LLC
October 1, 2024

Consultant
CAS Governmental Services, LLC.

Witnesses:

(witness print name)

(witness print name)

(CORPORATE SEAL)

By: _____

Name: _____

Title: _____

____ day of _____, 20__.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this _____ day of _____ 2024, by _____ of
_____, a State of _____ corporation, on behalf of the corporation.

NOTARY PUBLIC

_____ Personally Known OR

_____ Produced Identification

Type of Identification Produced

{00616781.1 3399-0000000 }

**SECOND AMENDMENT TO THE CONTRACT AGREEMENT BETWEEN THE
TOWN OF PEMBROKE PARK AND THE CAPITAL HILLS CONSULTANTS, INC.**

THIS SECOND AMENDMENT ("Amendment"), dated this ____ day of _____, 2024, is entered into by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 ("Town"),

and

THE CAPITAL HILLS CONSULTANTS, INC., a for profit corporation, located at 3400 NE 13th Terrace, Pompano Beach, FL, hereinafter "Consultant."

Town and Consultant may each be referred to herein as "party" or collectively as "Parties".

WHEREAS, the Parties entered into an agreement on September 14, 2022, for the Consultant to provide the Town with lobbying, consulting, and monitoring services before the Florida Legislature and the Broward County Legislative Delegation, and its committees for various legislative issues, referred to herein as the "Original Agreement"; and

WHEREAS, the Original Agreement, expires on September 30, 2023, but provides for three (3), one (1) year renewals upon agreement of the Parties; and

WHEREAS, on October 11, 2023, the Parties entered into the First Amendment to the Original Agreement, thereby providing for the extension of Original Agreement for the first of three (3) one-year renewal terms; and

WHEREAS, the definition of Professional Services, as set forth in §2-121 of the Town Code, includes lobbyists; and

WHEREAS, the Town is satisfied with the services provided and the Parties desire to exercise the second renewal term set forth in the Original Agreement, and

First Amendment
The Capital Hills Consulting Agreement
September 29, 2023

WHEREAS, the Parties agree that all remaining paragraphs of the Original Agreement shall remain in full force of effect; and

WHEREAS, the Town Commission of the Town of Pembroke Park determines that the extension and amendment of the Original Agreement as contained herein promotes the health, safety, and welfare, and is in the best interests of the Town and its residents.

NOW, THEREFORE, in consideration of the sum of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. The Parties hereby agree to exercise the second renewal of three renewal terms set forth in the Original Agreement. The Original Agreement is hereby extended for one (1) additional year and shall now expire on September 30, 2025. The remaining renewals shall be exercised only upon written mutual consent of Parties.

SECTION 3. Scrutinized Companies. Consultant, 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 §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:

First Amendment
The Capital Hills Consulting Agreement
September 29, 2023

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 §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

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:

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 §215.473, Florida Statutes; or

Is engaged in business operations in Syria.

In accordance with Sec. 287.135, F.S., a violation of this provision may result in the immediate termination of this Agreement by the Town.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment or the Original Agreement, the Parties agree the terms and provisions contained in this Second Amendment shall control to the extent of any such conflict or ambiguity, followed by the First Amendment. Except as otherwise amended herein, the Original Agreement, as amended, shall remain in full force and effect.

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

Witnesses:

(witness print name)

By: _____
Ashira Mohammed, Mayor

(witness print name)

By: _____
Chandler Williamson
Acting Town Manager

ATTEST:

Municipal Clerk

{00616786.1 3399-0000000 }

First Amendment
The Capital Hills Consulting Agreement
September 29, 2023

Approved as to legal form by:

Jacob G. Horowitz, Town Attorney

INC.

Witnesses:

(witness print name)

(witness print name)

(CORPORATE SEAL)

____ day of _____, 20__.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this _____ day of _____ 2024, by _____ of
_____, a State of _____ corporation, on behalf of the corporation.

NOTARY PUBLIC

____ Personally Known OR

____ Produced Identification

Type of Identification Produced

{00616786.1 3399-0000000 }

First Amendment
The Capital Hills Consulting Agreement
September 29, 2023

{00616786.1 3399-0000000 }

Page 5 of 5

**SECOND AMENDMENT TO THE CONTRACT AGREEMENT BETWEEN THE
TOWN OF PEMBROKE PARK AND TIDEWATER CONSULTING, INC.**

THIS SECOND AMENDMENT ("Amendment"), dated this ____ day of _____, 2024, is entered into by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 ("Town"),

and

TIDEWATER CONSULTING, a for profit corporation, located 115 E. Park Avenue, Unit 1, Tallahassee, FL 32301, hereinafter "Consultant or Tidewater."

Town and Consultant may each be referred to herein as "party" or collectively as "Parties".

WHEREAS, the Parties entered into an agreement on October 4, 2022, for the Consultant to provide the Town with certain services, including but not limited to, legislative consulting, lobbying, and monitoring services, referred to herein as the "Original Agreement;" and

WHEREAS, October 11, 2023, the Parties enter into the First Amendment to the Original Agreement, providing for a one-year extension of the Original Agreement through September 30, 2024; and

WHEREAS, the Parties now seek to enter into the second of three (3) renewal terms, commencing on October 1, 2024 and terminating on September 30, 2025; and

WHEREAS, the definition of Professional Services, as set forth in §2-121 of the Town Code, includes lobbyists; and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect; and

WHEREAS, the Town Commission of the Town of Pembroke Park determines that the extension and amendment of the Original Agreement as contained herein promotes the health, safety, and welfare, and is in the best interests of the Town and its residents.

NOW, THEREFORE, in consideration of the sum of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. The Parties hereby agree to exercise the second renewal in the Original Agreement. The second renewal term of the Original Agreement shall commence on October 1, 2024 and shall expire on September 30, 2025. The remaining renewals shall be exercised only upon written mutual consent of Parties.

SECTION 3. Scrutinized Companies. Consultant, 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 §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:

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 §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

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:

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 §215.473, Florida Statutes; or

Is engaged in business operations in Syria.

In accordance with Sec. 287.135, F.S., a violation of this provision may result in the immediate termination of this Agreement by the Town.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment or the Original Agreement, the Parties agree the terms and provisions contained in this Second Amendment shall control to the extent of any such conflict or ambiguity, followed by the First Amendment. Except as otherwise amended herein, the Original Agreement, as amended, shall remain in full force and effect.

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

Witnesses:

(witness print name)

By: _____
Ashira Mohammed, Mayor

(witness print name)

By: _____
Chandler Williamson
Acting Town Manager

ATTEST:

Municipal Clerk

Approved as to legal form by:

Jacob G. Horowitz, Town Attorney

(SIGNATURE BLOCK ON NEXT PAGE)

Consultant
Tidewater Consulting , Inc.

Witnesses:

(witness print name)

By: _____

Name: _____

Title: _____

(witness print name)
(CORPORATE SEAL)

____ day of _____, 20__.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this _____ day of _____ 2024, by _____ of
_____, a State of _____ corporation, on behalf of the corporation.

NOTARY PUBLIC

____ Personally Known OR

____ Produced Identification

Type of Identification Produced

{00616750.1 3399-0000000 }

{00616750.1 3399-0000000 }

**SECOND AMENDMENT TO THE CONTRACT AGREEMENT BETWEEN THE
TOWN OF PEMBROKE PARK AND HELMICH CONSULTING, INC..**

THIS SECOND AMENDMENT ("Amendment"), dated this ____ day of _____, 2024, is entered into by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 ("Town"),

and

HELMICH CONSULTING, a for profit corporation, located 303 Johns Drive, Tallahassee, FL 32301, hereinafter "Consultant."

Town and Consultant may each be referred to herein as "party" or collectively as "Parties".

WHEREAS, the Parties entered into an agreement on October 12, 2022, for the Consultant to provide the Town with, including but not limited to, public relations, legislative consulting, lobbying and monitoring services, referred to herein as the "Original Agreement;" and

WHEREAS, the Original Agreement, expired on September 30, 2023, provides for three (3), one (1) year renewals upon agreement of the Parties, and,

WHEREAS, on October 11, 2023, the Parties entered into the First Amendment to the Original Agreement, thereby extending the term of the agreement through September 30, 2024; and

WHEREAS, the Town is satisfied with the services provided and the Parties desire to exercise the second of three (3) renewal terms and further extend the Original Agreement through September 30, 2025; and

WHEREAS, the definition of Professional Services, as set forth in §2-121 of the Town Code, includes lobbyists; and

Second Amendment
Helmich Consulting
October 1, 2024

WHEREAS, the Parties agree that all remaining paragraphs of the Original Agreement, as amended, shall remain in full force of effect; and

WHEREAS, the Town Commission of the Town of Pembroke Park determines that the extension and amendment of the Original Agreement as contained herein promotes the health, safety, and welfare, and is in the best interests of the Town and its residents.

NOW, THEREFORE, in consideration of the sum of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. The Parties hereby agree to exercise the second of three renewal terms of the Original Agreement. The Original Agreement is hereby extended for an additional year and shall expire on September 30, 2025. All additional renewals shall be exercised upon mutual written consent of the Parties.

SECTION 3. Scrutinized Companies. Consultant, 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 §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:

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

Second Amendment
Helmich Consulting
October 1, 2024

List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel;
or

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:

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 §215.473, Florida Statutes; or

Is engaged in business operations in Syria.

In accordance with Sec. 287.135, F.S., a violation of this provision may result in the
immediate termination of this Agreement by the Town.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and
provisions of this Second Amendment, the First Amendment or the Original Agreement, the
Parties agree the terms and provisions contained in this Second Amendment shall control to the
extent of any such conflict or ambiguity, followed by the First Amendment. Except as otherwise
amended herein, the Original Agreement, as amended, shall remain in full force and effect.

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

Witnesses:

(witness print name)

By: _____
Ashira Mohammed, Mayor

(witness print name)

By: _____
Chandler Williamson
Acting Town Manager

ATTEST:

Municipal Clerk

Approved as to legal form by:

Jacob G. Horowitz, Town Attorney

{00616757.1 3399-0000000 }

Second Amendment
Helmich Consulting
October 1, 2024

Consultant
Helmich Consulting, Inc.

Witnesses:

(witness print name)

(witness print name)

(CORPORATE SEAL)

____ day of _____, 20__.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this _____ day of _____ 2024, by _____ of
_____, a State of _____ corporation, on behalf of the corporation.

NOTARY PUBLIC

_____ Personally Known OR

_____ Produced Identification

Type of Identification Produced

{00616757.1 3399-0000000 }



**INTERLOCAL AGREEMENT
BETWEEN BROWARD COUNTY AND Town of Pembroke Park FOR OPTIONAL SERVICES FOR
“KEEP BROWARD BEAUTIFUL,”
HOUSEHOLD HAZARDOUS WASTE AND ELECTRONICS, AND
BULK TRASH AND YARD WASTE
DROP-OFF PROGRAMS**

This interlocal agreement (“Agreement”) is between Broward County, a political subdivision of the State of Florida (“County”), and Town of Pembroke Park, a municipal corporation incorporated under Florida law (“Municipality”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. County policy safeguards the health, welfare, and natural environment of its residents and ensures accessible, seamlessly integrated investments in sustainable practices and environmental protection.

B. County’s Solid Waste and Recycling Services provides multiple programs to aid residents and municipalities in fostering a safe and sustainable environment including:

(i) County’s “Keep Broward Beautiful” Program, as defined in Exhibit A attached hereto and incorporated herein, aids with litter prevention, beautification, and clean-up efforts;

(ii) County’s Household Hazardous Waste and Electronics Program, as defined in Exhibit B attached hereto and incorporated herein, provides disposal services and electronics processing services at County’s Residential Drop-Off Centers and at Remote Collection Events; and

(iii) County’s Bulk Trash and Yard Waste Drop-Off Program, as defined in Exhibit C attached hereto and incorporated herein, enables Residents to dispose of the Bulk Trash and Yard Waste at County’s Residential Drop-Off Centers.

C. County is willing to provide, and Municipality wishes to receive on behalf of its Residents, the option to participate in any of or all these programs pursuant to this Agreement.

D. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, as may be amended from time to time, and prior to its effectiveness shall be filed as required by Section 163.01(11), Florida Statutes.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1. **Adopt-a-Street** means a collaboration between County, Municipality, and volunteer groups, in which residents volunteer to remove litter from an adopted street in Municipality as part of the "Keep Broward Beautiful" Program.
- 1.2. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.3. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.4. **Bulk Trash** means large items that are disposed of by Residents and may require special handling including, without limitation, tires or construction and demolition debris like carpet, concrete, drywall, glass, insulation, mirrors, and other materials resulting from minor home improvements.
- 1.5. **Code** means the Broward County Code of Ordinances.
- 1.6. **County Administrator** means the administrative head of County appointed by the Board.
- 1.7. **County Attorney** means the chief legal counsel for County appointed by the Board.
- 1.8. **County's Contract Administrator** means the Director of Solid Waste and Recycling Services, including any interim or acting Director, the Assistant Director of Solid Waste and Recycling Services, or such other person designated by the Director of Solid Waste and Recycling Services in writing. The primary responsibilities of County's Contract Administrator under this Agreement are to coordinate and communicate with Municipality, through the Municipal Contract Administrator, and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein
- 1.9. **Electronic Waste** means end-of-life or unwanted electronic devices that are disposed of by Residents, including, but not limited to, computers, monitors, televisions, printers, fax machines, and copiers.
- 1.10. **Household Hazardous Waste** means the following as disposed of by Residents: paints; Used Oil; automotive, marine, or other lead acid batteries; and tires. Notwithstanding the foregoing, the Parties hereby agree that the definition of Household Hazardous Waste shall be consistent with the definition for that term in County's agreement(s) with contractor(s) operating any Residential Drop-Off Center, as may be amended or replaced from time to time.
- 1.11. **Municipal Contract Administrator** means the individual designated by Municipality in writing to coordinate and communicate with County, through County's Contract Administrator, and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein.

1.12. **Prohibited Waste** includes the following: (a) putrescible waste; (b) any air contaminant waste, including without limitation, dust, fumes, mist, smoke, other particulate matter, vapor, gas, odorous substances, or any combination thereof; (c) any commercial solid waste, including without limitation, trash or other discarded items resulting from the activities of commercial or industrial establishments; (d) any excessive form of matter or debris resulting from land clearing, land development, or major building demolition debris; (e) any “Biomedical Waste” as defined in Section 27-214 of the Code and in Section 403.703, Florida Statutes, as either may be amended; (f) any “Garbage” as defined in Section 27-214 of the Code, including without limitation, kitchen and table food waste, as may be amended; (g) automobiles, boats, or internal combustion engines; (h) any other waste, debris, substance, constituent, object, or material that is determined to be hazardous, toxic, corrosive, reactive, ignitable, explosive, radioactive, infectious, carcinogenic, teratogenic, or mutagenic (collectively, “Hazardous”) pursuant to the Broward County Charter, Chapter 27 of the Code, Chapter 403, Florida Statutes, Fla. Admin. Code Chapter 62-730, the Clean Water Act, 33 U.S.C. § 1321, et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f, et seq., Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901, et seq., Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. § 9601, et seq., Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 374, 40 C.F.R. Parts 700 through 799, 49 C.F.R. § 172.101, any rule or regulation promulgated pursuant to the foregoing authorities, or is otherwise determined to be Hazardous or prohibited by state or federal law, as any of the aforementioned may be amended, or is determined to be Hazardous at any time by the United States Environmental Protection Agency; (i) anything classified as “universal waste” pursuant to 40 C.F.R. Part 273, as may be amended, with the exception of commercially available batteries disposed of by Residents; or (j) any waste, debris, substance, constituent, object, or material that otherwise poses a threat to public health or safety. Notwithstanding the foregoing, the Parties hereby agree that the definition of Prohibited Waste shall be consistent with the definition for that term in County’s agreement(s) with contractor(s) operating any Residential Drop-Off Center, as may be amended or replaced from time to time. Prohibited Waste does not include Household Hazardous Waste.

1.13. **Recycled Paint Program** means a County operated service, under the Household Hazardous Waste and Electronics Program, in which multiple colors of latex paint that have been collected are blended, recycled into new colors, and provided to Municipality to dispense to Residents free of charge.

1.14. **Remote Collection Events** mean events periodically scheduled and hosted in cooperation with County to provide Residents with opportunities to dispose of Household Hazardous Waste and Electronic Waste.

1.15. **Resident** means any individual whose primary place of residence is located within Municipality. The term does not include commercial enterprises, businesses, or corporations whether for profit or not-for-profit.

1.16. **Residential Drop-Off Center or RDOC** means the permanent facilities identified by County for the purpose of receipt and processing of RDOC-Acceptable Waste. County may amend which RDOC are available to Municipality or Residents at any time by written notice provided by County's Contract Administrator.

1.17. **RDOC-Acceptable Waste** means the following types of solid waste, all of which must have been generated at a Resident's dwelling and transported to an RDOC by Residents and also be of the type and consistency to be lawfully accepted at any RDOC under Applicable Law and permits: (a) non-putrescible waste consisting of non-combustible materials in a solid or semi-solid state; (b) large household appliances including, without limitation, drying machines, microwave ovens, ranges, refrigerators, stoves, washing machines, water heaters, and other similar domestic appliances, and household furniture (i.e., white goods); (c) Yard Waste; (d) wooden items including fencing or lumber; and (e) Bulk Trash. Notwithstanding the foregoing, the Parties hereby agree that the definition of RDOC-Acceptable Waste shall be consistent with the definition for that term in County's agreement(s) with contractor(s) operating any Residential Drop-Off Center, as may be amended or replaced from time to time. RDOC-Acceptable Waste does not include any Prohibited Waste.

1.18. **Services** means the County-provided optional service programs selected by Municipality in Article 3 of this Agreement, including, but not limited to, all obligations, responsibilities, labor, equipment, and materials needed from both Parties to implement such programs, whether described in this Agreement or any exhibit attached hereto.

1.19. **Used Oil** means oil generated at a Resident's dwelling that has been refined from crude oil or synthetic oil and, because of use, storage, or handling, has become unsuitable for its original purpose due to the presence of impurities or loss properties, but that may be suitable for further economically recyclable purposes. Notwithstanding the foregoing, the Parties hereby agree that the definition of Used Oil shall be consistent with the definition for that term in County's agreement(s) with contractor(s) operating any Residential Drop-Off Center, as may be amended or replaced from time to time.

1.20. **Yard Waste** means vegetative matter resulting from landscaping maintenance and land clearing operations and includes associated rocks and soils. Notwithstanding the foregoing, the Parties hereby agree that the definition of Yard Waste shall be the same as the definition for "Yard Trash" in Section 403.703, Florida Statutes, as may be amended.

ARTICLE 2. EXHIBITS

Exhibit A	"Keep Broward Beautiful" Program
Exhibit B	Household Hazardous Waste and Electronics Program
Exhibit C	Bulk Trash and Yard Waste Drop-Off Program
Exhibit D	Annual Costs of County Programs

ARTICLE 3. SCOPE OF SERVICES

3.1. Municipality commits to participating in the following Services, indicated by checking "Yes" below:

(a) **"Keep Broward Beautiful" Program**, as defined in Exhibit A:

☒ Yes
☐ No

(b) **Household Hazardous Waste and Electronics Program**, as defined in Exhibit B:

☒ Yes
☐ No

(c) **Bulk Trash and Yard Waste Drop-Off Program**, as defined in Exhibit C:

☒ Yes
☐ No

3.2. Prior to March 1 of any year, either the Municipal Contract Administrator or County's Contract Administrator may add or delete, with or without cause, the Services selected by Municipality as referenced in Section 3.1 above for the following Fiscal Year. All such additions or deletions must be in writing in accordance with the "Notices" section of this Agreement.

3.3. The Parties shall perform all work identified in this Agreement and, as applicable, the Services described in Exhibits A, B, and C ("Scope of Services"). The Parties agree that the Scope of Services is a description of the Parties' obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by both Municipality and County impractical, illogical, or unconscionable. Municipality further commits that it shall not dispose of, direct or cause the disposal of, or facilitate disposal by any Resident of Prohibit Waste at any Residential Drop-Off Center or at Remote Collection Events.

3.4. Except as provided in Section 3.2 above, neither the Municipal Contract Administrator nor County's Contract Administrator has authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues through September 30, 2026 ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term and any Extension Term(s) as defined in this article are collectively referred to as the "Term."

4.2. Extensions. Upon expiration of the Initial Term, the Term shall be extended automatically for three (3) additional one (1) year terms (each an "Extension Term"), unless either Party

provides written notice to the other Party in accordance with the “Notices” section of this Agreement at least one hundred eighty (180) days prior to the end of the then current Term.

4.3. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

4.4. Time of the Essence. Time is of the essence for Municipality’s performance of the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. PAYMENT

5.1. County shall invoice Municipality quarterly for the Services. Municipality shall pay to County the entire amount due on the invoice within thirty (30) days of the invoice date. During Fiscal Year 2024, the quarterly payment owed by Municipality shall be as shown on Exhibit D, Annual Costs of County Programs, attached hereto and incorporated herein.

5.2. County shall prorate the amount included in the first quarterly invoice to Municipality based on the Effective Date.

5.3. After the first invoice, County may, in its sole discretion, increase the quarterly amount owed by Municipality by an amount based on the actual cost of Services annually during the Term (“Annual Escalation”). The Annual Escalation shall be determined by County’s Contract Administrator based on increases in direct and indirect costs to County to perform the Scope of Services.

5.4. Municipality shall remit all payments to County to:

Broward County Solid Waste and Recycling Services
1 North University Drive, Suite 400
Plantation, FL 33324

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. Municipality represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Municipality, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Municipality has with any third party or violates Applicable Law. Municipality further represents and warrants that execution of this Agreement is within Municipality’s legal powers, and each individual executing this Agreement on behalf of Municipality is duly authorized by all necessary and appropriate action to do so on behalf of Municipality and does so with full legal authority.

6.2. Nondiscrimination. The Parties shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Municipality shall include the foregoing or similar language in its contracts with all contractors assisting Municipality in providing the Services, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the non-breaching Party deems appropriate. Furthermore, the Parties shall not unlawfully discriminate against any person in their respective operations and activities or in their use or expenditure of funds in fulfilling their respective obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½ of the Code. The Parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of fulfilling their obligations under this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the Parties shall take affirmative steps to prevent discrimination in employment against disabled persons.

6.3. Public Entity Crime Act. Municipality represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Municipality further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Municipality has been placed on the convicted vendor list.

6.4. Claims Against Municipality. Municipality represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Municipality, threatened against or affecting Municipality, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Municipality to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Municipality or on the ability of Municipality to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.5. Breach of Representations. Municipality acknowledges that County is materially relying on the representations, warranties, and certifications of Municipality stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred, and (b) termination of this Agreement without any further liability to Municipality.

ARTICLE 7. SOVEREIGN IMMUNITY AND INDEMNIFICATION

7.1. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or Municipality nor shall anything included herein be construed as consent by County or Municipality to be sued by third parties in any matter arising out of this Agreement.

7.2. Third-Party Beneficiaries. The Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

7.3. Indemnification. Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Municipality, or any intentional, reckless, or negligent act or omission of Municipality, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). Claims shall include, but not be limited to: (a) alleged, threatened, or actual presence or release of Prohibited Waste on, above, or under any County-owned property or lands where Remote Collection Events were held; (b) any past, present, or threatened injury to, destruction of, or loss of natural resources in connection with the Services; and (c) any past, present, or threatened noncompliance of Applicable Law, including any environmental laws. If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

7.4. Contractors. If Municipality contracts with a third party ("Contractor") to provide any of the Services, any contract with such Contractor must include the following provision:

Indemnification: Contractor shall indemnify and hold harmless Broward County ("County"), and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this agreement, and caused or alleged to be caused, in whole or in part, by any breach of this agreement by Contractor, or by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by

the County Attorney to defend the Indemnified Party. The obligations of this paragraph shall survive the expiration or earlier termination of this agreement.

7.5. Defenses. Notwithstanding anything in this article to the contrary, nothing in this article limits the defenses available to Municipality (including under Section 768.28, Florida Statutes) in the defense of an Indemnified Party pursuant to the obligations of Section 7.3, above.

7.6. Survival. The obligations of this article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 8. INSURANCE

8.1. Municipality is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

8.2. Upon request by County, Municipality must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If Municipality holds any excess liability coverage, Municipality must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

8.3. If Municipality maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and non-contributory basis. County's insurance requirements shall apply to Municipality's self-insurance.

8.4. In the event Municipality contracts with a third-party to provide any of Services set forth herein, Municipality shall require that each third-party procure and maintain insurance coverage that adequately covers each third-party's exposure based on the services provided by that third-party. Municipality must ensure that all such third-party contractors name "Broward County" as an additional insured and certificate holder under applicable insurance policies. Municipality shall not permit any third-party to provide services until the insurance requirements of the contractor under this section are met. If requested by County, Municipality shall furnish evidence of insurance of all such third-parties.

8.5. County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

ARTICLE 9. TERMINATION

9.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be

terminated for cause by the County Administrator for reasons including, but not limited to, any of the following:

9.1.1. Municipality's failure to suitably or continuously perform Services in a manner calculated to meet or accomplish the objectives in this Agreement; or

9.1.2. Municipality's failure (whether negligent or intentional) to submit payment to County for Services.

If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective thirty (30) days after such notice was provided.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Municipality. Municipality acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to Municipality of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Municipality's failure to comply with any term(s) of this Agreement.

ARTICLE 10. MISCELLANEOUS

10.1. Contract Administrator Authority. County's Contract Administrator and Municipal Contract Administrator are authorized to coordinate and communicate to manage and supervise the performance of this Agreement. Municipality acknowledges that County's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, County's Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. County's Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

10.2. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Municipality is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Municipality shall:

10.2.1. Keep and maintain public records required by County to perform the Services;

10.2.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

10.2.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

10.2.4. Upon expiration of the Term or termination of this Agreement, transfer to County, at no cost, all public records in possession of Municipality or keep and maintain public records required by County to perform the services. If Municipality transfers the records to County, Municipality shall destroy any duplicate public records that are exempt or confidential and exempt. If Municipality keeps and maintains the public records, Municipality shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Municipality receives a request for public records regarding this Agreement or the Services, Municipality must immediately notify County's Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Municipality must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Municipality contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Municipality asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Municipality must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Municipality must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Municipality as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by

Municipality, or the claimed exemption is waived. Any failure by Municipality to strictly comply with the requirements of this section shall constitute Municipality's waiver of County's obligation to treat the records as Restricted Material. Municipality must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF MUNICIPALITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MUNICIPALITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-474-1849, [EKNIGHT@BROWARD.ORG](mailto:EKnight@Broward.org), 1 NORTH UNIVERSITY DRIVE, SUITE 400-B, PLANTATION, FL 33324.

10.3. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

10.4. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County
Solid Waste and Recycling Services
Attn: Notosha Austin
1 N University Drive Suite 400-B
Plantation FL 33324
Email address: naustin@broward.org

FOR MUNICIPALITY:

Town of Pembroke Park
Chandler Williamson, Town Manager
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
Email address: cwilliamson@tppfl.gov

With a copy to:

Aleem A. Ghany, Public Services Director

3150 S.W. 52nd Avenue

Pembroke Park, FL 33023

Email address: aghany@tpopf.gov _____

10.5. Assignment. Except for subcontracting approved by County in writing, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

10.6. Conflicts. Neither Municipality nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Municipality's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Municipality's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Municipality is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Municipality or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Municipality is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Municipality shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Municipality.

10.7. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

10.8. Compliance with Laws. Municipality and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

10.9. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

10.10. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

10.11. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

10.12. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

10.13. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

10.14. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Municipality.

10.15. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

10.16. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

10.17. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

10.18. Use of County Name or Logo. Municipality shall not use County's name or logo in marketing or publicity materials without prior written consent from County's Contract Administrator.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the ____ day of _____, 20__, and Municipality, signing by and through its _____, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 20__

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

By _____
Matthew Haber (Date)
Assistant County Attorney

By _____
Oren Rosenthal (Date)
Senior Assistant County Attorney

MH/tb
SWRS Optional Services - Shell ILA_CAO[mh][or][am]approved 5-10-24
05/10/2024
#CAO!1105813.1

Solid Waste ILA for Optional Services

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**INTERLOCAL AGREEMENT
BETWEEN BROWARD COUNTY AND _____ FOR OPTIONAL SERVICES FOR
"KEEP BROWARD BEAUTIFUL,"
HOUSEHOLD HAZARDOUS WASTE AND ELECTRONICS, AND
BULK TRASH AND YARD WASTE
DROP-OFF PROGRAMS**

MUNICIPALITY

MUNICIPALITY NAME

ATTEST:

By: _____
MUNICIPAL MAYOR

MUNICIPAL CLERK

Print Name

____ day of _____, 20____

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

Municipal Attorney

EXHIBIT A
“KEEP BROWARD BEAUTIFUL” PROGRAM

I. Program Description

The “Keep Broward Beautiful” Program includes various smaller programs that aid with litter prevention, beautification, and clean-up efforts in the unincorporated areas and within municipalities that participate pursuant to this Agreement.

II. Scope of Services

A. County is responsible for the following:

1. Contact interested volunteer groups and provide such groups with information on “Keep Broward Beautiful” programs, including, without limitation, Adopt-a-Street, Community Clean Up, beach sweeps, etc.
2. Provide Adopt-a-Street support services, including but not limited to: obtaining group and street approval from Municipality; obtaining letters of agreement from interested groups as identified by County’s Contract Administrator; providing signage that recognizes Municipality and any interested group(s) that participate; conducting safety meetings; monitoring group events; and releasing non-performing groups.
3. Provide Adopt-a-Street supplies including signs, gloves, safety vests, first-aid kits, and roadside caution signage.
4. Coordinate “Keep Broward Beautiful”-related litter prevention activities, such as beautification efforts during the Great American Cleanup, support America Recycles Day initiatives, conduct clean up events, and perform an annual Litter Index review, subject to County’s discretion and the availability of resources.
5. Maintain event data within Municipality.
6. Supply Municipality with event reports on a quarterly basis.

B. Municipality is responsible for the following:

1. Provide timely payments to County.
2. Designate a coordinator who will be responsible for: distributing information on “Keep Broward Beautiful” programs including, without limitation, forwarding information regarding interested volunteer groups, approving streets for adoption, supplying municipal logo(s) for artwork on signs and manuals, attending meetings as scheduled, assisting with municipal event permitting, and coordinating sign installation and maintenance.
3. Approve participating volunteer groups such as homeowners' associations, schools, businesses, and other local civic groups.
4. Remove and dispose of trash and trash bags when necessary.

EXHIBIT B
HOUSEHOLD HAZARDOUS WASTE AND ELECTRONICS PROGRAM

I. Program Description

The Household Hazardous Waste and Electronics Program provides disposal services and electronics processing services at County's Residential Drop-Off Centers and at Remote Collection Events.

II. Scope of Services

A. County is responsible for the following:

1. Maintain and staff each Residential Drop-Off Center designated by County's Contract Administrator for Residents' disposal of Household Hazardous Waste and Electronic Waste, including electronics processing, with each Residential Drop-Off Center open to Residents at least one (1) day per week except for Independence Day and Christmas Day.
2. Conduct Remote Collection Events upon request with reasonable notice from Municipality. Notwithstanding the foregoing, Remote Collection Events shall only be available to Municipality if a Residential Drop-Off Center is not located within its municipal jurisdiction.
3. Determine the Remote Collection Event dates and locations based on multiple criteria, including, without limitation, municipal boundaries, historical event data, competing obligations, and availability of operational resources.
4. Obtain cost-effective contract disposal and recycling services through competitive procurements for materials accepted at permanent service locations and Remote Collection Events.
5. Provide regulatory oversight and compliance for each Residential Drop-Off Center and for Remote Collection Events.
6. Provide outreach and promotional activities.
7. Administer the Recycled Paint Program.
8. Provide small businesses located within Municipality with the opportunity to use the Household Hazardous Waste and Electronics Program contract pricing.
9. Collect and maintain data on Resident usage and waste disposal.
10. Provide reports to Municipality on program activities, Resident usage, and associated costs upon request and with reasonable notice from Municipality.

B. Municipality is responsible for the following:

1. Provide timely payments to County.
2. Provide a liaison for outreach and promotional activities, the Remote Collection Events, and the Recycled Paint Program, as applicable.

3. Conduct municipal-based outreach and promotion for Household Hazardous Waste and Electronics Program services and events, such as inclusion in municipal newsletters and utility bills and promotion on municipal websites.
4. Provide a municipal-based distribution outlet for recycled paint (if Municipality chooses to participate in the Recycled Paint Program).
5. Provide a liaison, location and staff for any Remote Collection Event requested by Municipality, including sufficient staff for traffic control, customer surveys, restrooms, and incident follow-up. Municipality shall be host to no more than one (1) Remote Collection Event annually unless sufficient resources are available to County.
6. Abide by any applicable County code of conduct made available online, at any RDOC or Remote Collection Event, or otherwise provided by County.

EXHIBIT C
BULK TRASH AND YARD WASTE DROP-OFF PROGRAM

I. Program Description

The Bulk Trash and Yard Waste Drop-Off Program enables Residents to dispose of RDOC-Acceptable Waste at County's Residential Drop-Off Centers.

II. Scope of Services

A. County is responsible for the following:

1. Administer and operate RDOC-Acceptable Waste drop-off services for Residents.
2. Maintain and staff each Residential Drop-Off Center designated by County's Contract Administrator, with each location open to Residents at least one (1) day per week except for Independence Day and Christmas Day.
3. Collect and maintain data on Resident usage and waste disposal.
4. Provide reports to Municipality on program activities, Resident usage, and associated costs upon request and with reasonable notice from Municipality.

B. Municipality is responsible for the following:

1. Provide timely payments to County.
2. Provide a liaison for program-related assistance, and local outreach and promotional activities.
3. Conduct municipal-based outreach and promotion for Bulk Trash and Yard Waste Drop-Off Program services and events, such as inclusion in municipal newsletters and utility bills and promotion on municipal websites.
4. Abide by any applicable County code of conduct made available online, at any RDOC, or otherwise provided by County.
5. Abide by any applicable County rules and regulations related to vehicles, or vehicle specifications, including, without limitation, the following:
 - a. Cargo volume shall be limited to maximum 300 cubic feet;
 - b. Pickup trucks shall not be larger than full-size (i.e., 1 ton);
 - c. Truck beds shall not be longer than eight feet (8');
 - d. Truck beds shall not be wider than six feet (6');
 - e. Commercial vehicles and all modified truck beds shall be prohibited;
 - f. Open trailers shall not be longer than eight feet (8');
 - g. Enclosed trailers shall not be longer than eight feet (8').

EXHIBIT D
ANNUAL COSTS OF COUNTY PROGRAMS

Broward County, FL - Public Works

Solid Waste and Recycling Services

ANNUAL COSTS OF COUNTY PROGRAMS - FY 2025

Municipality	2020 Census Population*	Household Hazardous Waste Program	Bulk Waste Drop-off Program	Keep Broward Beautiful Program
		@ \$2.69 /capita	@ \$1.67 /capita	@ \$0.41 /capita
Coconut Creek	57,833	\$ 155,571	\$ 96,581	\$ 23,712
Cooper City	34,401	\$ 92,539	\$ 57,450	\$ 14,104
Coral Springs	134,394	\$ 361,520	\$ 224,438	\$ 55,102
Dania Beach	31,723	\$ 85,335	\$ 52,977	\$ 13,006
Davie	105,691	\$ 284,309	\$ 176,504	\$ 43,333
Deerfield Beach	86,859	\$ 233,651	\$ 145,055	\$ 35,612
Ft. Lauderdale	182,760	\$ 491,624	\$ 305,209	\$ 74,932
Hallandale Beach	41,217	\$ 110,874	\$ 68,832	\$ 16,899
Hillsboro Beach	1,987	\$ 5,345	\$ 3,318	\$ 815
Hollywood	153,067	\$ 411,750	\$ 255,622	\$ 62,757
Lauderdale by the Sea	6,198	\$ 16,673	\$ 10,351	\$ 2,541
Lauderdale Lakes	35,954	\$ 96,716	\$ 60,043	\$ 14,741
Lauderhill	74,482	\$ 200,357	\$ 124,385	\$ 30,538
Lazy Lake Village	33	\$ 89	\$ 55	\$ 14
Lighthouse Point	10,486	\$ 28,207	\$ 17,512	\$ 4,299
Margate	58,712	\$ 157,935	\$ 98,049	\$ 24,072
Miramar	134,721	\$ 362,399	\$ 224,984	\$ 55,236
Municipal Services District	15,345	\$ 41,278	\$ 25,626	\$ 6,291
North Lauderdale	44,794	\$ 120,496	\$ 74,806	\$ 18,366
Oakland Park	44,229	\$ 118,976	\$ 73,862	\$ 18,134
Parkland	34,670	\$ 93,262	\$ 57,899	\$ 14,215
Pembroke Park	6,260	\$ 16,839	\$ 10,454	\$ 2,567
Pembroke Pines	171,178	\$ 460,469	\$ 285,867	\$ 70,183
Plantation	91,750	\$ 246,808	\$ 153,223	\$ 37,618
Pompano Beach	112,046	\$ 301,404	\$ 187,117	\$ 45,939
Sea Ranch Lakes	540	\$ 1,453	\$ 902	\$ 221
Southwest Ranches	7,607	\$ 20,463	\$ 12,704	\$ 3,119
Sunrise	97,335	\$ 261,831	\$ 162,549	\$ 39,907
Tamarac	71,897	\$ 193,403	\$ 120,068	\$ 29,478
West Park	15,130	\$ 40,700	\$ 25,267	\$ 6,203
Weston	68,107	\$ 183,208	\$ 113,739	\$ 27,924
Wilton Manors	11,426	\$ 30,736	\$ 19,081	\$ 4,685

* Population figures are from the U.S. Census Bureau
(<https://www.census.gov/quickfacts/fact/table/browardcountyflorida,US/PST045219>).

FIRST AMENDMENT

THIS FIRST AMENDMENT ("Agreement"), dated this ____ day of ____ 2024, 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

ALL LIQUID ENVIRONMENTAL SERVICES, LLC d/b/a JOHNSON ENVIRONMENTAL SERVICES, a limited liability company, with a principal address of 4600 Powerline Road, Fort Lauderdale, FL 33309, 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."

WHEREAS, on or about July 12, 2023, the Town and Contractor entered into an Agreement ("Original Agreement") for pumping and related services in accordance with Sec. 2-129(5)(b) of the Town's Code of Ordinances; and

WHEREAS, the Original Agreement was a "piggyback" contract based on the September 6, 2022 agreement, between the Contractor and the City of Fort Lauderdale; and

WHEREAS, the Original Agreement expires on September 5, 2024; and

WHEREAS, on or about August 23, 2024, the Contractor and the City of Fort Lauderdale agreed to a 1-year renewal term and extended their agreement through September 5, 2025; and

WHEREAS, the Parties now seek to renew and extend the Original Agreement for one (1) year pursuant to the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference. The Original Agreement, along with all exhibits, is attached hereto as Exhibit "A" and expressly made a part hereof.

Section 2. The Parties agree to extend the term of the Original Agreement for a one-year renewal term, commencing on September 5, 2024 and terminating on September 4, 2025.

Section 3. Scrutinized Companies.

- A. Contractor 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 Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, 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.
- B. If this Agreement is for more than one million dollars, the Contractor 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 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 the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. 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 4. In the event of any conflicts or ambiguity between this First Amendment and the Original Agreement, this First Amendment shall prevail.

Section 5. The terms and conditions of the Original Agreement shall remain in full force and effect, except as specifically amended herein.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals
on the dates written below.

TOWN OF PEMBROKE PARK

BY: _____
MAYOR ASHIRA MOHAMMED

APPROVED AS TO LEGAL FORM:

BY: _____
JACOB G. HOROWITZ
Town Attorney

ALL LIQUID ENVIRONMENTAL
SERVICES D/B/A JOHNSON
ENVIRONMENTAL SERVICES

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
_____, 2024, 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 _____, 2024.

NOTARY PUBLIC

Print or Type Name

My Commission Expires:

THIRD AMENDMENT TO DISASTER DEBRIS REMOVAL AGREEMENT

THIS THIRD AMENDMENT is dated the _____ day of _____, **2024**, by and between:

THE TOWN OF PEMBROKE PARK, a municipal corporation of the State of Florida with a business address of **3150 SW 52nd Avenue, Pembroke Park, FL 33023** (hereinafter referred to as the "TOWN")

and

CERES ENVIRONMENTAL SERVICES, INC. a corporation authorized to do business in the State of Florida, with a business address of **6968 Professional Parkway East, Sarasota, FL 34240**, (hereinafter referred to as the "CONTRACTOR"). TOWN and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

WHEREAS, on or about December 13, 2019, the TOWN and CONTRACTOR entered into an Agreement ("Original Agreement") pursuant to Request for Proposals No. 19-02 whereby CONTRACTOR agreed to provide certain disaster debris removal and disposal services to the Town; and

WHEREAS, on or about October 1, 2022, the Parties entered into the First Amendment to the Original Agreement, thereby extending the term for one (1) year, from October 1, 2022 through September 30, 2023; and

WHEREAS, on or about July 12, 2023, the Parties entered into the Second Amendment to the Original Agreement, thereby further extending the term for one year, from October 1, 2024 through September 30, 2024; and

WHEREAS, the Town is in the process of issuing a competitive solicitation for disaster debris removal and disposal services; however, the Town is not expected to have finalized its procurement process before the expiration of the Second Renewal term; and

WHEREAS, the Parties have agreed to an additional, limited extension of the Original Agreement through November 1, 2024, to protect the health, safety and welfare of the Town and to ensure that the Town has debris removal coverage through the 2024 Hurricane Season.

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and

correct and incorporated herein by this reference. The Original Agreement, along with all exhibits, is attached hereto as Exhibit "A" and expressly made a part hereof. The First Amendment and the Second Amendment are attached hereto as Exhibit "B" and Exhibit "C," respectfully, and expressly made a part hereof.

SECTION 2. The Parties agree to extend the term of the Original Agreement for a limited additional renewal term, commencing on October 1, 2024 and terminating on November 1, 2024.

SECTION 3. In the event of any conflicts or ambiguity between this Third Amendment and the Second Amendment, the First Amendment or Original Agreement, this Third Amendment shall prevail, followed by the Second Amendment, the First Amendment and the Original Agreement.

SECTION 4. The terms and conditions of the Original Agreement, the First Amendment and the Second Amendment shall remain in full force and effect, except as specifically amended herein.

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

TOWN OF PEMBROKE PARK:

ATTEST:

MARLEN MARTEL,
TOWN CLERK

BY: _____
ASHIRA MOHAMMED
MAYOR

APPROVED AS TO FORM.

JACOB G. HOROWITZ
TOWN ATTORNEY

CERES ENVIRONMENTAL SERVICES, INC:

Sign: _____

Print Name: _____

Title: _____

THIRD AMENDMENT TO DISASTER DEBRIS REMOVAL AGREEMENT

THIS THIRD AMENDMENT is dated the _____ day of _____, **2024**, by and between:

THE TOWN OF PEMBROKE PARK, a municipal corporation of the State of Florida with a business address of **3150 SW 52nd Avenue, Pembroke Park, FL 33023** (hereinafter referred to as the "TOWN")

and

DRC EMERGENCY SERVICES, LLC, a limited liability company authorized to do business in the State of Florida, with a business address of **6702 Broadway Street, Galveston, TX 77554** (hereinafter referred to as the "CONTRACTOR"). TOWN and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

WHEREAS, on or about December 13, 2019, the TOWN and CONTRACTOR entered into an Agreement ("Original Agreement") pursuant to Request for Proposals No. 19-02 whereby CONTRACTOR agreed to provide certain disaster debris removal and disposal services to the Town; and

WHEREAS, on or about October 1, 2022, the Parties entered into the First Amendment to the Original Agreement, thereby extending the term for one (1) year, from October 1, 2022 through September 30, 2023; and

WHEREAS, on or about July 12, 2023, the Parties entered into the Second Amendment to the Original Agreement, thereby further extending the term for an additional term, from October 1, 2023 through September 30, 2024; and

WHEREAS, the Town is in the process of issuing a competitive solicitation for disaster debris removal and disposal services; however, the Town is not expected to have finalized its procurement process before the expiration of the Second Renewal term; and

WHEREAS, the Parties have agreed to an additional, limited extension of the Original Agreement through November 1, 2024, to protect the health, safety and welfare of the Town and to ensure that the Town has debris removal coverage through the 2024 Hurricane Season.

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and

correct and incorporated herein by this reference. The Original Agreement, along with all exhibits, is attached hereto as Exhibit "A" and expressly made a part hereof. The First Amendment and the Second Amendment are attached hereto as Exhibit "B" and Exhibit "C," respectfully, and expressly made a part hereof.

SECTION 2. The Parties agree to extend the term of the Original Agreement for a limited additional renewal term, commencing on October 1, 2024 and terminating on November 1, 2024.

SECTION 3. In the event of any conflicts or ambiguity between this Third Amendment and the Second Amendment, the First Amendment or Original Agreement, this Third Amendment shall prevail, followed by the Second Amendment, the First Amendment and the Original Agreement.

SECTION 4. The terms and conditions of the Original Agreement, the First Amendment and the Second Amendment shall remain in full force and effect, except as specifically amended herein.

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

TOWN OF PEMBROKE PARK:

ATTEST:

MARLEN MARTEL,
TOWN CLERK

BY: _____
ASHIRA MOHAMMED
MAYOR

APPROVED AS TO FORM.

JACOB G. HOROWITZ
TOWN ATTORNEY

DRC EMERGENCY SERVICES, LLC:

Sign: _____

Print Name: _____

Title: _____



**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF PEMBROKE
PARK FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:
CONSTRUCTION OF STORMWATER IMPROVEMENTS PHASE II (PPRK-002)**

This Interlocal Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and the Town of Pembroke Park, a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. In November 2018, Broward County voters approved a 30-year sales surtax (also known as "Penny for Transportation") to fund statutorily permissible transportation expenditures.

B. All projects, County, State, and municipal, funded by the transportation surtax are evaluated for eligibility under Section 212.055(1), Florida Statutes, by the independent Transportation Surtax Oversight Board before the Broward County Board of County Commissioners makes the final decisions regarding project funding.

C. A process has been established pursuant to which surtax-funded staff at the Broward Metropolitan Planning Organization ("MPO") prioritize municipal projects, with the exception of municipal rehabilitation and maintenance projects, and make recommendations for funding. The first round of ranking of municipal capital projects was recently completed by the MPO following extensive and detailed discussions with the submitting municipalities, and the Project contemplated in this Agreement was included in that review and ranking.

D. The municipal Project defined herein has been determined statutorily eligible for funding and subsequently approved for funding by the Broward County Board of County Commissioners.

E. The purpose of this Agreement is to set forth the terms and conditions for County to provide transportation surtax funding for the Project and the terms and conditions for Municipality to complete the Project. Municipality will implement the Project, as funded by County with surtax funding, in accordance with the terms of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Board** means the Board of County Commissioners of Broward County, Florida.

1.2. **Contract Administrator** means the County Administrator or such other person designated by the County Administrator in writing.

- 1.3. **Contractor** means the persons, firms, or corporations with whom Municipality has or will contract for the performance of the Project.
- 1.4. **Consultant** means the architect or engineer with whom Municipality has or will contract to provide programming, design, construction management, engineering, and inspection, or other professional services for the Project.
- 1.5. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.6. **Maximum Funding Amount** means the maximum funding amount stated in Section 5.4.
- 1.7. **Oversight Board** means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.
- 1.8. **Project** means the project described in Exhibit A.
- 1.9. **Project Manager** means the Public Services Director or other such person designated by the Town Manager in writing.
- 1.10. **Subcontractor** means an entity or individual providing services to Municipality through Contractor or Consultant for all or any portion of the Project. The term "Subcontractor" includes subconsultants.
- 1.11. **Surety** means the surety company or individual that is bound by the performance bond and payment bond and that is responsible for Contractor's or Consultant's acceptable and timely performance and completion of the Project under this Agreement and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
- 1.12. **Surtax-Funded Projects** means any project, including without limitation the Project described in Exhibit A, that is funded in whole or in part by the transportation surtax collected pursuant to Section 212.055(1), Florida Statutes.

ARTICLE 2. EXHIBITS

Exhibit A	Project Description and Project Schedule
Exhibit B	Funding Schedule
Exhibit C	Reporting Requirements
Exhibit D	Form Contracts
Exhibit E	Municipal Resolution Authorizing Execution of Agreement

ARTICLE 3. PROJECT DESCRIPTION; COMPETITIVE PROCUREMENT; PERMITTING

- 3.1. Project Description and Project Schedule. Municipality shall perform, or cause to be performed, the Project in accordance with the Project Description and the Project Schedule set forth in **Exhibit A**. The Project Description is a general description of the Project and is deemed

to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the Project described that exclusion of any of them would be impractical, illogical, or unconscionable.

3.2. Municipal Responsibility for the Project. Municipality is solely responsible for the Project, subject to the terms of this Agreement. County has no responsibility for the construction means, methods, techniques, sequences, or procedures employed in the performance of the Project. Municipality shall be solely responsible for retention, supervision, and payment of Contractor, Consultant, and all Subcontractors. Municipality shall be solely responsible for securing any and all property rights or permits required by the Project. Nothing in this Agreement shall impose on County an obligation to assume any contract or subcontract, or to make payment to Contractor, Consultant, or any Subcontractor, vendor, or supplier, or to perform the Project or any portion thereof, or to supply any goods or services for the Project. Further, nothing contained herein shall create any contractual relationship between County and Contractor, Consultant, or any Subcontractor, vendor, or supplier.

3.3. Competitive Procurement; Consultants' Competitive Negotiation Act. Except to the extent the Contract Administrator has approved utilization of an existing contract by Municipality for the services to be performed by Contractor or Consultant, Municipality must provide the proposed solicitation(s) for the Project to the Contract Administrator for review at least twenty (20) days prior to publication of the solicitation by Municipality. County's review shall include, without limitation, determination of the applicable CBE Goal (as defined in Article 10), which must be included by Municipality in the solicitation(s). If Municipality seeks to utilize an existing contract for the services to be performed by the Contractor or Consultant, Municipality must obtain prior approval by County and must provide the Contract Administrator with the proposed contract and supporting documentation for consideration pursuant to the procedures stated in Section 3.5.2; County may require, as a condition for its approval, that the engagement of Contractor or Consultant for this Project utilizing an existing municipal contract include modifications or additions to the existing contract terms and conditions, including without limitation any provision identified in Section 3.5.3. Municipality must comply with all applicable provisions of state law including, as applicable, Section 255.20 and Section 287.055, Florida Statutes, in the procurement of any services or materials relating to the Project. If any applicable state or federal procurement requirement is stricter than any other applicable requirement, Municipality shall be obligated to meet the stricter requirement. Prior to the execution of any contract with Contractor or Consultant relating to the Project, Project Manager shall certify in writing to the Contract Administrator that the procurement and the proposed contract comply with the requirements of this Section 3.3.

3.4. Modifications to Project or Phases.

3.4.1. Material Changes to the Project. Material changes are changes that increase the Maximum Funding Amount or materially modify the Project Description. Any proposed material change to the Project Description that does not increase the Maximum Funding Amount requires the prior written approval of the Contract Administrator. Any

proposed material change that would increase the Maximum Funding Amount requires an amendment of this Agreement. Any proposed material change may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of the proposed material change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed material change to the Project Description that does not increase the Maximum Funding Amount within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved. Any material change that increases the Maximum Funding Amount must be approved by the Board.

3.4.2. Modifications to Construction Phase. Requests for additional funding as a result of modifications to the construction phase of a Project that exceed the amount provided in the then-current Funding Schedule, including without limitation change orders or other scope changes, are subject to (i) approval by the Contract Administrator, and (ii) the Board's allocation of additional funding; such requests may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require additional review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of its request for additional funding and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove the request in writing within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved.

3.4.3. Owner Enhancements. In addition to any approvals that may be required pursuant to this Agreement, any increased or additional costs due to changes in the quality of materials, furnishings, finishes, aesthetics, or any other cost reasonably determined by the Contract Administrator to be an "owner enhancement" (including, without limitation, decorative lighting, decorative paving, and improvements that are not within the public right of way) must be funded solely by Municipality with non-surtax funding, and County shall have no funding responsibility for any such increased costs. Upon the Contract Administrator's request, the Project Manager shall provide sufficient detail for the Contract Administrator's determination of whether any increased or additional costs include owner enhancements. The Contract Administrator shall determine, after consultation with the Project Manager, whether the increased or additional costs constitute owner enhancements.

3.4.4. Project Schedule. Any proposed change in the Project Schedule that modifies the commencement or completion date for any phase or for the Project by more than sixty (60) days requires the prior written approval of the Contract Administrator. Municipality shall submit to the Contract Administrator written notice of the proposed change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed change within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely disapproved, the request shall be deemed approved.

3.4.5. Nonmaterial Changes. Nonmaterial changes to the Project (namely, changes that do not require approvals under Sections 3.4.1, 3.4.2, 3.4.3, or 3.4.4) do not require County approval and may be approved by the Project Manager.

3.5. Contractor and Consultant Contracts.

3.5.1. Form Contracts. County has preapproved the Surtax-Funded Projects Form Construction Contract and the Surtax-Funded Projects Form Consultant Contract (collectively, the “**Form Contracts**”) attached as **Exhibit D**, which Municipality may utilize for its contracts with Contractor and Consultant, respectively. County may update the Form Contracts from time to time upon written notice to Municipality, and such updated Form Contracts shall be the applicable forms for solicitations advertised after the date of such written notice by County.

3.5.2. County Approval. Unless the Form Contracts are utilized for the Project with no material modification or an existing municipal contract is approved by County for use pursuant to Section 3.3, Municipality must obtain written approval from the County Attorney’s Office for Municipality’s contract(s) with Contractor and with Consultant prior to utilization of the contracts for the Project (and prior to publication of the solicitation, if the contract is included in the solicitation). In addition to the provisions required to be included in Municipality’s contracts with Contractor and with Consultant pursuant to Section 8.1 or Section 10.5, Municipality’s contracts must also include the provisions listed in Section 3.5.3 and Section 3.5.4, as applicable, in the form stated in the Form Contracts. Any material modification to any required contractual provision must be approved in advance by the County Attorney’s Office; no subsequent material change to the contract(s) for the Project may be made without written approval from the County Attorney’s Office. Municipality agrees and acknowledges that County’s approval of any contracts with Contractor or Consultant, including without limitation the Form Contracts, is solely for purposes of protecting County’s interests; County approval of any such contract does not constitute a legal opinion, including without limitation as to the legal sufficiency of the contract, for use or reliance by Municipality or any third party and shall not be the basis for any claim or liability against County or asserted to avoid any reimbursement or other obligation of Municipality under this

Agreement. Municipality shall provide at least twenty (20) days' written notification to the Contract Administrator and the County Attorney's Office prior to award of the contract to Contractor or Consultant, as applicable, which notice must include a copy of the competitive solicitation (or other applicable procurement document) for the Project, the responsive submission by the proposed Contractor or Consultant, the proposed contract amount for the Project, the proposed contract, and the date on which Municipality intends to award the contract. County may disapprove the proposed contract: (a) for failure to comply with any requirement of this Agreement; (b) if the contract price exceeds or is materially inconsistent with the Funding Schedule (absent good cause, as determined by Contract Administrator); or (c) after consultation with Project Manager, for any other good cause as determined in the sole discretion of the Contract Administrator. If County disapproves any proposed contract, County must provide notice of such disapproval within twenty (20) days after receipt of the notice and the documents required pursuant to this section; if not timely disapproved, the proposed contracts shall be deemed approved.

3.5.3. For the contract with Contractor, the following provisions from the Surtax-Funded Projects Form Construction Contract must be included:

- 3.5.3.1. Contract, Article 3 (Contract Time)
- 3.5.3.2. Contract, Article 5 (Progress Payments; Retainage)
- 3.5.3.3. Contract, Article 6 (Acceptance and Final Payment)
- 3.5.3.4. General Conditions, Article 4 (Performance Bond and Payment Bond) and Article 5 (Qualification of Surety)
- 3.5.3.5. General Conditions, Article 17 (Project Records and Right to Audit) (*see also* Section 8.1 herein)
- 3.5.3.6. General Conditions, Article 33 (Location and Damage to Existing Facilities, Equipment, or Utilities)
- 3.5.3.7. General Conditions, Article 38 (Change Orders) and Article 39 (Value of Change Order Work)
- 3.5.3.8. General Conditions, Article 14 (Superintendence and Supervision)
- 3.5.3.9. General Conditions, Article 20 (Differing Site Conditions)
- 3.5.3.10. General Conditions, Article 40 (Notification and Claim for Change of Contract Time or Contract Price)
- 3.5.3.11. General Conditions, Article 41 (No Damages for Delay)
- 3.5.3.12. General Conditions, Article 42 (Excusable Delay; Compensable; Non-Compensable)
- 3.5.3.13. General Conditions, Article 53 (Domestic Partnership)
- 3.5.3.14. General Conditions, Article 54 (Equal Employment Opportunity and CBE/SBE Compliance)
- 3.5.3.15. Supplemental Wage Requirements (Prevailing Wage Rate Ordinance)

3.5.4. For the contract with Consultant, the following provisions from the Surtax-Funded Projects Form Consultant Contract must be included:

- 3.5.4.1. Article 4 (Time for Performance; Contractor Damages)
- 3.5.4.2. Sections 5.3 and 5.4 (Reimbursable Expenses; Method of Billing)
- 3.5.4.3. Section 7.5 (Truth in Negotiation)
- 3.5.4.4. Section 7.9 (Domestic Partnership Requirement)
- 3.5.4.5. Article 10 (Equal Employment Opportunity and CBE Compliance)
- 3.5.4.6. Section 11.4 (Public Records and Trade Secrets)
- 3.5.4.7. Section 11.5 (Audit Rights)
- 3.5.4.8. Section 11.8 (Indemnification)
- 3.5.4.9. Section 11.14 (Drug-Free Workplace)

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end on November 30, 2026 ("Initial Term"), unless extended pursuant to Section 4.2.

4.2. Extensions. The Parties may renew this Agreement for up to two (2) additional one (1) year terms (each an "Extension Term") by written approval of the Project Manager and the County Administrator at least thirty (30) days prior to the expiration of the then-current term. Any further extension shall require approval by the Board and the governing body of Municipality.

4.3. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.

4.4. Time of the Essence. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality's performance of its duties, obligations, and responsibilities under this Agreement.

ARTICLE 5. FUNDING AND SURETY

5.1. Surtax Funding. County shall provide funding to Municipality for the Project in accordance with the Funding Schedule (**Exhibit B**). Any amounts, costs, or expenses indicated as ineligible for funding in Exhibit B shall not be funded by County but must instead be funded by Municipality from non-surtax funds. The Parties agree and acknowledge that all funding provided by County to Municipality under this Agreement shall be paid exclusively from and subject to the availability of proceeds from the transportation surtax levied pursuant to Section 212.055(1), Florida Statutes, and County shall not have any obligation to provide, nor shall County provide, any funding from County's general revenue or any other County source. Municipality agrees and stipulates that the funding provided by County to Municipality under this Agreement will be utilized by Municipality only for the purposes permitted under Section 212.055(1), Florida Statutes.

5.2. Method of Billing and Payment. Municipality shall invoice County only in accordance with the Funding Schedule. Any credit due to County under Section 5.6 must be reflected on the next applicable invoice. To be proper, each invoice must comply with the requirements of Exhibit B and be accompanied by a certification by the chief administrative officer and the chief financial officer of Municipality, or such other persons designated by Municipality with authority to act in similar capacities, that all funds received and utilized to date by Municipality under this Agreement were utilized only for the Project, only for the portion(s) of the Project that the Oversight Board and County determined were eligible for surtax funding, and only for purposes that Municipality independently determined were eligible for surtax funding. County shall pay Municipality in accordance with the Funding Schedule within thirty (30) days of receipt of Municipality's proper invoice. Payment shall be made to Municipality at the address designated by Municipality for notices pursuant to Section 11.6.

5.3. Phases; Funding Schedule. The Funding Schedule may provide for funding the Project in phases or by deliverable, with the funding for subsequent phases or deliverables to be determined after completion of prior phases or particular deliverables. Any such later-determined funding for the Project, including any modification to the funding amount(s), phase(s), or deliverable(s) stated in the Funding Schedule, shall require a written amendment to this Agreement with an amended Funding Schedule attached thereto setting forth the next phase(s) or deliverable(s) and applicable funding for same. All terms and conditions of this Agreement shall apply to any such amended Funding Schedule. The County Administrator, on behalf of County, and the Town Manager, on behalf of Municipality, are authorized to execute amendments to this Agreement to incorporate an amended Funding Schedule, provided the total of all funding obligations of County under this Agreement does not exceed the total Maximum Funding Amount. Any amended Funding Schedule or other amendment that would cause County's total funding obligations under this Agreement to exceed the Maximum Funding Amount shall not be effective unless approved by the Board.

5.4. Maximum Funding. Municipality acknowledges that the Maximum Funding Amount set forth below is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for the Project. Municipality further acknowledges that subtotal amounts set forth below for the applicable phases and in the Funding Schedule (including as amended) are the maximum amounts payable for the applicable portions of the Project and constitute limitations on County's obligation to provide funding to Municipality for the Project.

Description	Not-To-Exceed Amounts
Phase 1: Construction (inclusive of 5% contingency)	\$1,272,115.00
<u>Reimbursable Inflation Adjustment Amount</u>	\$151,382.00
<u>Reimbursable Cost Escalation</u> (11.9%)	
MAXIMUM FUNDING AMOUNT:	\$1,423,497.00

In no event shall County be liable to provide funding to Municipality in excess of the applicable

amounts stated in the Funding Schedule or the Maximum Funding Amount, regardless of the basis for any claim or the basis for increased cost, including, without limitation, differing site conditions, delays, weather, or any other reason. If the actual costs of the Project exceed the amount County is obligated to fund per the Funding Schedule, as same may be amended pursuant to this Agreement, Municipality shall be solely responsible for funding any and all such additional amounts. Municipality is solely responsible for any and all costs to operate, support, and maintain the Project unless otherwise agreed in writing by the Parties; County has no obligation to fund any costs related to the Project except as expressly stated in this Agreement.

5.5. Adjustments for Corridor Projects; Funding Withholding; Other Delayed Funding.

5.5.1. In order to avoid duplicative construction and unnecessary disruption of the local transportation network and community, the Parties shall cooperate in good faith to coordinate the timing of the Project with other projects that affect the same or nearby transportation elements, including, without limitation, other Surtax-Funded Projects and other County or State roadway projects (collectively, "Corridor Projects"). The Contract Administrator shall provide prompt notice to Municipality if County determines that the timing of the Project requires adjustment due to a Corridor Project. Upon receipt of such a notice, Municipality shall use best efforts to suspend any additional work on the Project pending an agreed adjustment to the Project Schedule, and the Parties shall cooperate to mutually approve an adjusted Funding Schedule (adjusted only as to timing, absent good cause as determined by Contract Administrator) and Project Schedule. County may withhold any otherwise scheduled funding until such adjustments are mutually approved by the Parties. To the extent some or all of the Project costs are modified as a direct result of a timing adjustment to accommodate a Corridor Project, such modified costs shall be addressed in an amendment to the Funding Schedule and, if necessary, an amendment to this Agreement.

5.5.2. If commencement or completion of a phase of the Project is delayed beyond its scheduled date by more than one (1) year, or work suspended for more than one (1) year, the Funding Schedule may be unilaterally adjusted as to timing (but not amount) by written notice issued by the Contract Administrator, after consultation with Municipality, to reflect the delay; any adjustment to the amount of funding for any phase in connection with the delay shall require an amended Funding Schedule in accordance with Section 5.3.

5.6. Overpayments; Refunds. Any funding provided by County under this Agreement for a Phase that exceeds the actual amounts expended by Municipality in accordance with this Agreement for that Phase shall be credited against the next invoice to County or refunded to County, as elected by County. Any funding provided by County under this Agreement that exceeds actual amounts paid by Municipality for the Project shall be promptly refunded to County upon Municipality's discovery of an overpayment, County's request for refund, or sixty (60) days after completion of the Project, whichever occurs first. For purposes of this calculation, any interest expense(s) incurred by Municipality are not an allowable cost. Any

refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor, Consultant, or any Subcontractor (collectively, "Proceeds") shall be either credited against future funding due from County under this Agreement or paid by Municipality to County within thirty (30) days after its receipt of the Proceeds, as elected by County. The total Proceeds amount credited or refunded to County shall not exceed the total funding provided by County under this Agreement. Municipality shall promptly notify County of any amount of Proceeds received by or credited to Municipality, and of any claims filed or asserted relating to the Project. For unresolved claims or litigation, the Parties shall cooperate to ensure any Proceeds are first credited or repaid to the benefit of County before any other allocation.

5.7. Separate Accounting. Municipality shall deposit and maintain all funding received from any source for the Project in a segregated fund or account, which shall be subject to audit pursuant to Article 8. Any interest earned by Municipality on any funds provided under this Agreement shall be credited against the funding otherwise due from County under this Agreement and must be utilized by Municipality solely in accordance with the terms of this Agreement. Upon prior written approval by the Contract Administrator, Municipality may utilize other methods of separate accounting for the Project funds provided the accounting method permits a full and complete audit of the funds as required by Article 8.

5.8. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to ensure utilization of the funds in accordance with this Agreement, applicable law, and the Board-approved transportation surtax program. Failure of Municipality or the Project to comply with the Reporting Requirements or the Performance Metrics may also be a basis to withhold or limit future funding for the Project, as determined in the reasonable discretion of the Contract Administrator. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County and except as expressly stated otherwise herein, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of this Agreement; County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance with the applicable terms and conditions of this Agreement is cured to the reasonable satisfaction of Contract Administrator.

5.9. Final Invoice and Reconciliation. Unless otherwise stated in the Funding Schedule or approved by the Contract Administrator, Municipality must submit the final invoice to County no later than one hundred twenty (120) days after the completion of the Project. The final invoice must be accompanied by a complete summary of all expenses incurred and all amounts paid for the Project, all funding, Proceeds, interest, or other amounts received relating to the Project, and any unpaid invoices, amounts still owing, disputed charges, or other unresolved issues relating to the Project that may impact the financial accounting of the Project (collectively, the "Final Reconciliation"). Upon request by the Contract Administrator, Municipality shall provide any backup or additional documentation requested relating to the Final Reconciliation; if County or Municipality identifies any error or omission in the Final

Reconciliation, Municipality shall resubmit a corrected final invoice and corrected Final Reconciliation. County shall pay the correct final invoice after review and approval of the Final Reconciliation.

ARTICLE 6. TRANSPORTATION SURTAX PROJECT COORDINATION AND PARTICIPATION

6.1. Reporting Requirements. Unless waived in writing by the Contract Administrator, Municipality shall comply with the Reporting Requirements set forth in **Exhibit C**. In addition, Municipality shall provide written reports to the Contract Administrator consisting of the following information as of the date of the report, with monthly information provided within thirty (30) days after the end of the applicable month, quarterly information provided within forty-five (45) days after the end of the applicable quarter, and annual information provided within one hundred eighty (180) days after the end of the fiscal year:

6.1.1. Quarterly Report on Expenditures: For both total to date and total for the applicable quarter, the total funds received from any funding source for the Project (itemized by funding source) and total funds (by funding source) expended to date for the Project;

6.1.2. Monthly Report on Project Schedule: The updated Project Schedule, summary of progress during the applicable quarter, and any adjustments to the Project Schedule (including all approved adjustments and pending requests for adjustments);

6.1.3. Monthly report on Material Changes or Impacts: All material changes to the Project, the Project Schedule, or any other aspect of the Project that may impact the cost of the Project or the ability of the Project to achieve the intended goals or purposes; and

6.1.4. Annual Audit Reports: On an annual basis, copies of Municipality's most recent annual financial reporting packages, reports, or other information required to be submitted in accordance with Section 215.97, Florida Statutes. A copy of Municipality's most recent single audit complies with this requirement.

6.2. Performance Metrics. Municipality must ensure that the quality, progress, and nature of the Project strictly comply with the Performance Metrics stated in Exhibit C. The Contract Administrator may modify the Performance Metrics for the Project at any time with the written approval of the Project Manager. In addition to the reporting required pursuant to Section 6.1 above, Municipality shall provide written reports to the Contract Administrator on at least an annual basis, no later than ninety (90) days after the end of the fiscal year, documenting the Project's compliance with the applicable Performance Metrics. The Contract Administrator or designee will provide technical assistance and support, as may be reasonably requested by Municipality, and shall make available to Municipality a centralized repository of relevant, available metrics and data.

6.3. Permitting for Surtax-Funded Projects. To decrease public inconvenience and to facilitate the expeditious and efficient completion of Surtax-Funded Projects, for any Surtax-Funded Project that is performed by County and is in whole or in part within the geographical boundaries of Municipality, Municipality shall waive, to the full extent permissible under applicable law, all municipal permitting requirements, except to the extent of any portion of the work performed by County that will be owned, operated, and maintained by Municipality. The waiver shall include, but not be limited to, the requirements of permit application, permit issuance, inspections, and permitting fees. County shall be responsible for ensuring adequate plan review, inspections, and compliance with State and County standards for work in the public right of way. County shall waive, to the full extent permissible under applicable law, all County permitting fees for municipal Surtax-Funded Projects.

6.4. Road Closures. Municipality shall institute and comply with a cooperative notification program that ensures County is promptly notified and promptly provided with data reasonably requested by County regarding all municipal roads that are closed for any reason, including but not limited to the Project, other construction, or flooding, in a format prescribed by County. Providing Municipality consistently utilizes the cooperative notification program established by County and promptly cures any nonperformance upon notice by County, nonrecurring or isolated incidents of failure by Municipality to timely notify as required by this Section 6.4 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.5. Branding and Marketing. At County's request, Municipality shall participate in reasonable branding and marketing in the form and content prescribed by County, including, but not limited to, signage prominently acknowledging the surtax funding source of Surtax-Funded Projects, utilizing County-approved wording, logo, or other imagery, which branding and marketing will acknowledge the project contributions of County and Municipality. The costs for all branding and marketing requested by County pursuant to this Section 6.5 shall be fully funded by County. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of failure by Municipality to comply with this Section 6.5 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.6. Data Collection and Sharing. To the extent requested by County, Municipality shall ensure the Project includes incorporation and placement of sensors or other devices on municipal roads, rights of way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights of way, properties, or assets. The costs for any such incorporation and placement requested by County shall be funded by County. Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County in order to facilitate countywide collection and utilization of transportation data. For the useful life of the Project, to the extent requested by County, Municipality shall provide County any and all access to such data as may be requested by County, including recurring or real-time access or periodic download. Provided Municipality cures any nonperformance within thirty (30) days after notice

by County, nonrecurring or isolated incidents of Municipality's failure to comply with this Section 6.6 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.7. Conflict of Interest.

6.7.1. Municipality represents and agrees that it has not contracted, and will not contract during the term of this Agreement, with the MPO for the MPO to perform any of the following services (collectively, the "Contracting Prohibitions"):

- 6.7.1.1. Any design, construction, oversight, or management services relating to any Surtax-Funded Project or any proposed project for which transportation surtax funding is being or will be sought;
- 6.7.1.2. Any planning, oversight, or reporting services relating to any receipt by Municipality of community shuttle surtax funding; or
- 6.7.1.3. Any grant writing or grant consultation services in connection with any Surtax-Funded Project (or proposed Surtax-Funded Project).

6.7.2. The foregoing Contracting Prohibitions:

- 6.7.2.1. Shall not apply to any state- or federally-mandated services provided by the MPO for which services the MPO does not receive any compensation from Municipality beyond Municipality's annual contribution to the MPO;
- 6.7.2.2. May be waived by the County Administrator in connection with any Surtax-Funded Project for which the County Administrator determines, in his or her sole discretion, that such waiver is in the best interest of Broward County for reasons including, but not limited to, that such waiver would permit the performance of services reasonably necessary to obtain significant state or federal matching funds in connection with any project or proposed project. No such waiver shall be effective unless approved by the County Administrator in writing; and
- 6.7.2.3. Do not prohibit or in any way impede the ability of Municipality to contract with any entity other than the MPO for transportation planning services whether or not such services are in connection with any Surtax-Funded Project.

The Parties agree that any violation of the Contracting Prohibitions will constitute a material breach of this Agreement which, in addition to all other remedies available to

County under this Agreement, would permit County to terminate this Agreement, withhold all funds otherwise payable to Municipality under this Agreement, and require Municipality to repay County in full for any funds previously paid by County under this Agreement.

6.8. Sale, Transfer, or Disposal of Surtax-Funded Property. Municipality shall not sell or otherwise transfer or dispose of its title, rights, or interests, or any portion thereof, in real property, facilities, or equipment, funded in any part by County under this Agreement, without prior written approval from County. If a sale, transfer, or disposal occurs in violation of this section, unless otherwise agreed in writing by the Parties, Municipality shall pay County, within ninety (90) days after the sale, transfer, or disposal, an amount equal to the greater of County's share of the fair market value or the straight line depreciated value of the improvements plus land value. "County's share of the fair market value" as used herein means the percentage of surtax funding in the Project multiplied by the best obtainable price for the item, and the resulting product then reduced by reasonable sales costs. If the property has never been used for the intended purpose of the Project, Municipality shall pay the greater of County's share of the fair market value or the entire amount of surtax funding provided for the Project.

6.9. Affirmation of MPO Prioritization and Ranking Process. Municipality acknowledges that the prioritization and ranking process of municipal capital projects for fiscal year 2020 was completed in compliance with all applicable obligations of County and the MPO; and was informed by each project's ability to alleviate traffic congestion and improve connectivity, as well as shovel-readiness, construction work planned in the vicinity of a proposed project, corridor delivery timing, and other existing conditions that allow surtax revenues to be utilized responsibly, efficiently, and with the least interruption to residents and businesses. Municipality hereby waives and releases any and all claims it has or may have that accrued at any time prior to the effective date of this Agreement, which claims, in any way, relate to, result from, or are in connection with the prioritization and ranking process of municipal capital projects for fiscal year 2020 or the County's funding decisions related thereto. Municipality agrees and stipulates that the MPO prioritization and ranking process for fiscal year 2020 was proper and consistent with the applicable interlocal agreements and that the County is not, as of the effective date of this agreement, in breach or default of any provision of any applicable interlocal agreement relating in any way to expenditure of transportation surtax proceeds.

ARTICLE 7. INDEMNIFICATION

Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively,

a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. AUDITING

8.1. **Audit Rights and Retention of Records.** County shall have the right to audit the books, records, and accounts of Municipality, Contractor, Consultant, and Subcontractors (the "Audited Entities") that are related to the Project or this Agreement (the "Contract Records"). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this Agreement may include, but are not limited to, on-site visits by County staff, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

Audited Entities shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make same available in written form at no cost to County.

Contract Records include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance relating to the Project. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance relating to the Project of any of the Audited Entities.

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Project or this Agreement until the later of five (5) years after expiration or termination of this Agreement, resolution of any audit findings, or as otherwise required by law. Any audit or inspection pursuant to this section may be

performed by any County representative (including any outside representative engaged by County) or the Oversight Board. The Project and all expenditures relating to the Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made by Municipality to County within thirty (30) days after presentation of County's findings to Municipality.

Municipality shall ensure that the requirements of this section are included in all agreements with any other Audited Entity. Municipality shall further include in its contract with Contractor and its contract with Consultant the following provision:

"If an audit inspection or examination in accordance with this provision discloses overpricing or overcharges to Municipality (of any nature) by the contractor or the contractor's subcontractors in excess of five percent (5%) of the total contract billings reviewed, the reasonable actual cost of any audit conducted by or on behalf of Municipality, Broward County, or the Independent Transportation Surtax Oversight Board shall be reimbursed by contractor to the Municipality or Broward County, as applicable, along with any required adjustments for the overpricing or overcharges. Any adjustments or payments that must be made as a result of any such audit or inspection of the contractor's invoices or records shall be made within a reasonable amount of time (not to exceed 30 days) after presentation of the audit findings to contractor."

8.2. Performance Audit. The Project, and all funding received, maintained, or expended by Municipality for the Project, shall be subject to audits and reviews by the Oversight Board at its expense (and subject to reimbursement pursuant to this article) for the duration of the Project and continuing until five (5) years after the later of completion of the project, expiration or termination of this Agreement, or resolution of any audit findings. Municipality shall fully cooperate and provide any and all requested Contract Records as may be requested by the Oversight Board. The Project and all funds received, maintained, or expended relating to the Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

ARTICLE 9. TERMINATION

9.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated by the Board upon sixty (60) days' prior written notice if the Board determines that the Project cannot be funded with surtax funding under applicable law, including Section 212.055, Florida Statutes.

This Agreement may be immediately terminated by written notice by the County Administrator if the transportation surtax is determined by a court of competent jurisdiction to be invalid, void, or illegal.

9.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.2.1. Inability of Municipality, including through Contractor or Consultant, to perform or complete the Project in compliance with this Agreement, including the Project Schedule (including any extensions approved by Contract Administrator, approval of which shall not be unreasonably withheld);

9.2.2. Repeated submission (whether negligent or intentional) for payment of false or incorrect invoices;

9.2.3. Fraud, misrepresentation, or material misstatement in the performance of this Agreement or the Project by Municipality, Contractor, or Consultant;

9.2.4. Contractor's or Consultant's act or omission that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

9.2.5. Utilization of the funding provided by County under this Agreement in a manner that violates applicable law or for uses or purposes that are not permitted uses for transportation surtax funds under Section 212.055, Florida Statutes.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

9.4. If this Agreement is terminated by County, Municipality shall be paid from proceeds of the surtax levied pursuant to Section 212.055, Florida Statutes, if funding is available, for any work on the Project properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable.

9.5. In addition to any right of termination stated in this Agreement, County and Municipality shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity, all such remedies being cumulative.

9.6. Municipality may terminate this Agreement upon thirty (30) days' prior written notice to County if Municipality determines not to proceed with the Project and either (a) the written notice of termination is provided prior to Municipality's receipt of any funding from County under this Agreement, or (b) prior to the effective date of termination, Municipality returns all funding received from County under this Agreement, including any interest earned by Municipality on any funds provided by County under this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Municipality shall include the foregoing or similar language in its contracts with Contractor and Consultant, and shall require inclusion of the foregoing or similar language in their contracts with Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. Unless otherwise stated in advance in writing by County's Director of Office of Economic and Small Business Development ("OESBD"), Municipality shall comply with all applicable requirements of the County Business Opportunity Act, Section 1-81, et seq., Broward County Code of Ordinances, in the award and administration of any contract or agreement regarding the Project. Failure by Municipality to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3. Unless otherwise approved in advance in writing by County's Director of OESBD, Municipality will meet the required CBE goal for the Project by utilizing (or requiring the utilization of) CBE firms for at least thirty percent (30%) of total Project costs, except that no CBE commitment shall apply to agreements that are subject to other participation goals (e.g., federal DBE program or SBE reserves), agreements that are expressly exempt from the County's Procurement Code, agreements that are otherwise ineligible by state or federal law, and agreements to which goals are not assigned by the County (e.g., sole source, sole brand, and emergency agreements) (the "Commitment").

10.4. Each CBE firm utilized to meet the Commitment must be certified by OESBD. Municipality shall inform County immediately when a CBE firm is not able to perform or if Municipality believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Municipality to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Municipality shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Project and no CBE firm is available to perform the modified Project; in which event, Municipality shall notify County, and OESBD may adjust the Commitment by written notice to Municipality. Municipality shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.5. Municipality shall include the following provision in its contract with Contractor:

“The parties stipulate that if Contractor fails to meet the CBE utilization obligation in the Interlocal Agreement between Municipality and Broward County (the “Commitment”), the damages to Broward County and Municipality arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Broward County, such liquidated damages amount shall be either credited against any amounts due Contractor from Municipality, or must be paid by Municipality to Broward County within thirty (30) days after written demand by Broward County. Any failure to meet the Commitment attributable solely to force majeure, changes to the Project, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.”

10.6. Municipality shall require Contractor and Consultant to provide written monthly reports to the Municipality and the Contract Administrator no later than ten (10) business days after the end of the month regarding Contractor’s and Consultant’s compliance with the Commitment stated in this article. In addition, Municipality shall require Contractor and Consultant to allow County to engage in onsite reviews to monitor Contractor’s and Consultant’s progress in achieving the Commitment and maintaining the applicable contractual and CBE obligations.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority; Dispute Resolution; Escalation. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of this Agreement. Any determination by the Contract Administrator that this Agreement authorizes the Contract Administrator to make shall be binding on the Parties. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement. In the event of a dispute regarding the performance of this Agreement, both Parties stipulate and agree to expedited dispute resolution procedures as follows: if either Party provides notice of a dispute that the respective staff have failed to resolve despite diligent good faith efforts, the Contract Administrator and the Project Manager (or other appropriate

representative(s) designated by County or Municipality, respectively) shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; if either Party thereafter provides written notice of impasse, the Mayors or Vice-Mayors of the County and Municipality shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; any resolution must be approved by the governing bodies of both Parties to be effective. If either Party thereafter provides written notice of impasse, either Party may proceed to seek any available judicial remedies and the Parties agree and stipulate that the requirements of Chapter 164 shall be deemed fully met and both Parties waive and agree not to assert any defense based upon failure to fully comply with the intergovernmental dispute resolution proceedings otherwise required under Chapter 164.

11.2. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with same. At the request of County, Municipality shall, in accordance with applicable law, respond to any request for public records received by County relating to the Project. Any other public records request shall be responded to by the receiving party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality, Contractor, or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Municipality, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality, Contractor, or Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality, Contractor, or Consultant, as applicable. Municipality shall indemnify and defend, and shall require Contractor and Consultant to indemnify and defend, County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.3. Independent Contractor. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or any Party and Contractor, Consultant, or any Subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

11.4. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or Municipality, nor shall anything included herein be construed as consent by County or Municipality to be sued by third parties in any matter arising out of this Agreement. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their respective employees pursuant to Section 768.28, Florida Statutes.

11.5. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.6. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Administrator
Attn: Monica Cepero
Government Center
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email address: mcepero@broward.org

With a copy to:

Broward County Attorney's Office:
Attn: Nathaniel A. Klitsberg
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email address: nklitsberg@broward.org

FOR MUNICIPALITY:

Pembroke Park Town Manager
Attn: Chandler F. Williamson
3150 S.W. 52nd Avenue
Pembroke Park, Florida 33023
Email address: cwilliamson@tpfl.gov

11.7. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.8. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's or Municipality's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.9. Compliance with Laws. Municipality and the Project must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.10. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, that execution of this Agreement is within each Party's legal powers, and that each individual executing this Agreement is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

11.11. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.12. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.13. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.14. Priority of Provisions. Unless otherwise expressly stated in this Agreement, if there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect. In the event of a conflict between this Agreement and the Transportation System Surtax Interlocal Agreement, executed by County on August 29, 2018, as amended, the provisions of this Agreement shall prevail and be given effect.

11.15. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH OF MUNICIPALITY AND COUNTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.16. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Municipality.

11.17. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.18. Payable Interest

11.18.1. Payment of Interest. County shall not be liable to pay any interest to Municipality for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Municipality waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.18.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.19. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

11.20. Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, Municipality as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, as amended from time to time, shall be deemed to apply to such construction work. Municipality shall ensure Contractor fully complies with the requirements of such ordinance and satisfies, complies with, and completes the required forms as set forth in the Surtax-Funded Projects Form Construction Contract or such other contract as is approved pursuant to this Agreement.

11.21. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physical or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.22. Living Wage Requirement. To the extent Contractor is a “covered employer” within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Municipality shall include in its written agreement with Contractor that Contractor agrees to and shall pay to all of its employees providing “covered services,” as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Contractor shall ensure all of its Subcontractors that qualify as “covered employers” fully comply with the requirements of such ordinance.

11.23. Workforce Investment Program. Municipality acknowledges the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code (“Workforce Investment Program”). Municipality shall include in its contract with Contractor the requirements of the Workforce Investment Program and Contractor’s agreement to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth in the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Municipality or its Subcontractors) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement.

11.24. Polystyrene Food Service Articles. Municipality shall include in its contract with Contractor the requirements of the prohibition on the use or sale of expanded polystyrene products (e.g., Styrofoam) or single-use plastic beverage straws or stirrers on County property as set forth in Section 27.173, Broward County Administrative Code.

11.25. Survivability. Notwithstanding any expiration or termination of this Agreement, the following provisions shall survive expiration and termination: Section 3.2 (Municipal Responsibility for the Project); Section 5.6 (Overpayments; Refunds); Article 6 (Transportation Surtax Project Coordination and Participation); Article 7 (Indemnification); Article 8 (Auditing); Section 11.2 (Public Records); Section 11.15 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.18 (Payable Interest).

11.26. Approvals. To be effective, any approval under this Agreement made by or on behalf of the County, County Administrator, Contract Administrator, Project Manager, or other representative of either Party must be in writing.

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:
BROWARD COUNTY through its County Administrator, authorized to execute same by Board
action on the 25th day of August, 2020, Agenda Item No. 86, and Municipality, signing by and
through its Mayor duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
County Administrator

____ day of _____, 2024

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

By _____
McKillop B. Erlandson (Date)
Assistant County Attorney

By _____
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

NAK/mbe
Municipal Interlocal Agreement – PPRK-002
9/17/2024
#1111719.3

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF PEMBROKE
PARK FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: CONSTRUCTION OF
STORMWATER IMPROVEMENTS PHASE II (PPRK-002)**

MUNICIPALITY

ATTEST: TOWN OF PEMBROKE PARK

TOWN CLERK

By: _____
Town Mayor

Print Name

____ day of _____, 20____

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

Town Attorney

EXHIBIT A
Project Description and Project Schedule

1. Project: As further detailed in the specifications ("Specification & Construction Documents") attached hereto as Attachment 1 to this Exhibit A and the signed and sealed construction documents dated April 17, 2024, incorporated by reference, this Project includes the following: the construction of ~~s~~Storm ~~w~~Water ~~i~~Improvements, including drainage structures, storm water piping, pump station, and an exfiltration water quality system.

The following items are not eligible for transportation surtax funding:

- Utility system adjustments (~~e.g.~~, sewer laterals, water main connections, ~~etc.~~).
- Increases to the stormwater system to accommodate a drainage area greater than the eligible size and improvements to address runoff from private roads and/or developments.

All costs associated with work ineligible for surtax funding must be adequately and separately itemized and paid by Municipality with non-transportation surtax funds.

~~The Scope of Work will also include~~ construction engineering inspection ("CEI") services are required to be obtained by Municipality as part of its completion of the Project, but must not be paid for with surtax funding, and Municipality is solely responsible for funding CEI services through other means. Such CEI services shall include adequate resources to monitor and inspect construction performance to ensure compliance with standard construction standards and practices, monitor construction progress and schedules, perform necessary design services during construction, perform testing, prepare change orders, mitigate claims, and prepare signed-and-sealed as-built drawings.

2. Deliverables:

Municipality shall provide quantifiable, measurable, and verifiable units of Deliverables as set forth below. Each Deliverable must specify the required minimum level of work to be performed and the criteria for evaluating successful completion of the Deliverable.

DELIVERABLES:

No.	Description	Duration/ Deadline	Acceptance Criteria
1	Municipality's execution of ILA	September 18, 2024	ILA executed by Municipality <u>and delivered to County.</u>
2	Project Construction Advertising Bid, Award, Construction Contract execution	January 10, 2025	Approved Solicitation <u>and</u> fully Executed Construction Agreement.
3	Notice to Proceed (NTP) and	January 24, 2025	NTP issued by Municipality.

No.	Description	Duration/ Deadline	Acceptance Criteria
	Commencement		
3a	Deliverable 1: Project Mobilization	February 7, 2025	Permits acquired, locations complete, shop drawings submitted, <u>initial Stormwater WPPP Pollution Prevention Plan</u> elements in place.
3b	Deliverable 2: Initial Construction	June 1, 2025	Equipment and materials on site, pipeline installation <u>started/commenced</u> .
3c	Deliverable 3: 50% overall Project completion	August 1, 2025	<u>Confirmed by Engineer of Record OR based on total Project cost.</u>
3d	Deliverable 4: Pump Station Start-up and Operation	November 1, 2025	<u>Successful Pump station start-up, testing, and operations.</u>
4	Substantial Completion	December 24, 2025	Includes punchlist items, final inspections, and non-substantial work items.
5	Final Completion, Successful Closeout, and County's Receipt of Required Documentation.	January 24, 2026	Final Certification from Town Engineer/Public Works Director and BCTE Approval Project Certified/Final Payment Issued.

Commented [KN1]: What does "locations complete" mean?P

Commented [ME2R1]: Please have Town explain.

3. Project Schedule:

Description	Deadline
County's execution of Project Specific ILA	September 18, 2024
Bid Advertisement	October 7, 2024
Bid Award and Construction Contract Execution	January 10, 2025
Notice to Proceed	January 24, 2025
Substantial Completion	December 24, 2025
Final Project Completion	January 24, 2026

ATTACHMENT 1 TO EXHIBIT A

EXHIBIT B
Funding Schedule

Funding Amounts: The amounts stated in this Funding Schedule are the maximum amounts payable for the Phase(s) stated and shall be invoiced and paid only in accordance with the remainder of this Funding Schedule (as may be amended from time to time) and the terms and conditions of the Agreement. In the event of a conflict between anything stated in this Funding Schedule and anything stated elsewhere in the Agreement, the provisions stated in Articles 1 through 11 of the Agreement shall govern and control.

Invoicing/Application for Funding Documentation: Municipality shall submit the following with each invoice or Application for Funding (as defined below): an updated progress schedule; documentation of all invoices received from or payments made to Contractor or Consultant for which funding is sought; a statement indicating the cumulative amount of CBE participation to date; and a certification that all funding amounts sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

Additional Invoicing Requirements: If checked, the checked requirements apply to all invoices/Applications for Funding under this Agreement:

- ☒ All costs invoiced shall be supported by properly certified payrolls, time records, invoices, contracts, or vouchers evidencing appropriate detail the amounts invoiced/expended and the nature and purpose of such amounts.
- ☐ Pay Application documents consistent with AIA Document G702 and G703
- ☐ _____

Funding Parameters: The checked expenses are ineligible for funding under this Agreement:

- ☒ Costs incurred by Municipality prior to the execution of this Agreement
- ☒ Costs incurred after the expiration of this Agreement
- ☒ Costs that are not expressly permitted in Exhibit A or B
- ☒ Amounts that Contractor, Consultant, or Subcontractors are contractually responsible to pay, credit, or reimburse to Municipality or County (e.g., liquidated damages for not meeting the Project Schedule, audit costs, etc.)
- ☒ Amounts attributable to good or services received under a contract or other arrangement that was not approved by County
- ☒ Audit costs incurred by Municipality
- ☒ Legal and accounting fees and expenses
- ☒ Costs for operation, support, or maintenance of the Project
- ☒ Interest expenses incurred by Municipality
- ☒ Municipality's staff or other personnel costs in directly performing the Project [uncheck this box if Municipality is directly performing the Project]

Advance Payment of Maximum Not-to-Exceed Amount

Municipality shall invoice County for up to a quarter of the applicable Total Maximum Not-To-Exceed Amount specified below in advance of the applicable Deliverable or Phase ("Application for Funding"). The first Application for Funding shall be submitted to the Contract Administrator no later than thirty (30) days after the full execution of this Agreement. Municipality shall submit no more than four separate Applications for Funding per funding schedule provided below.

Each quarter will be funded in advance by County per the schedule(s) stated below, with each funding amount determined by the Maximum Not-to-Exceed Amount for the applicable Deliverable less any unexpended funding for prior Deliverables. Unexpended funds for prior Deliverables shall be deducted from subsequent Applications for Funding or refunded to County, as requested by the Contract Administrator.

Each Application for Funding (after the first) shall include the information required in the Agreement including the following information for the prior Deliverables (as applicable): the amount of funding received and evidence of actual expenditures (including documentation demonstrating all invoices received from and payments made to Consultant/Contractor); a statement indicating the cumulative amount of CBE participation; an updated progress schedule; and all required certifications including that all Deliverables sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

Absent prior written approval by the Contract Administrator, Municipality may not submit an Application for Funding for a Deliverable until all prior Deliverables have been satisfactorily completed.

Except for as specified below, Municipality may not seek reimbursement for eligible Project costs associated with inflation. Municipality is responsible for any cost escalation associated with the Project. After Project final completion, successful Project closeout, and all other Project funding has been expended on the Project, Municipality may submit an Application for Funding to County seeking reimbursement for eligible Project costs associated with inflation up to the Reimbursable Inflation Adjustment Amount specified below. An Application for Funding for the Reimbursable Inflation Adjustment Amount must include: the information set forth above for an Application for Funding; a certification that all other Project funding has been utilized; and invoices documenting expenditures for eligible Project Costs up to the Reimbursable Inflation Adjustment Amount. The Inflation Adjustment Amount may not exceed eleven and nine tenths percent (11.9%) of the Total Maximum Not-To-Exceed Amount excluding the Reimbursable Inflation Adjustment Amount.

Deliverables/Phase Description from Exhibit A	Maximum Not-To-Exceed Amount
Deliverables 3(a) and 3(b): 1-2 : Project Mobilization and Initial Construction	\$318,028.75

Deliverables/Phase Description from Exhibit A	Maximum Not-To-Exceed Amount
Deliverable 3(c): 2: Initial Construction 50% overall p project completion	\$318,028.75
Deliverable 3(d): Pump Station Start-up and Operation 4: 50% overall project completion Pump Station	\$318,028.75
Deliverable 5: 4: Pump Station Final Completion, Successful Closeout, and County's Receipt of Required Documentation:	\$318,028.75
Reimbursable Cost Escalation:	\$151,382.00
Reimbursable Inflation Adjustment Amount	
TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT:	\$1,423,497.00

EXHIBIT C
Reporting Requirements

Municipality shall submit to County and the Oversight Board, on a quarterly and annual basis, a detailed Financial Report that includes the information contained in the attached Sample Financial Report.

Municipality shall submit to County on a monthly basis a detailed report of the Project Metrics and progress towards applicable goals in a form prescribed by County (see attached MAP PMO Project Report Status Template). The reports must include sufficient information to enable County's Program Management Office ("PMO") to track and document on a monthly basis:

- Key activities and Project milestones since the previous report;
- Expected activities/milestones to be completed before the next report;
- If applicable, key issues/challenges the Project faces and the plan to resolve or manage the issues/challenges; and
- Overall status of the Project.

Municipality's annual financial report for the Project must be audited and certified by an independent CPA, at Municipality's expense, with an opinion as to whether the financial information in the report is presented in accordance with Generally Accepted Accounting Principles and whether the Project is in accordance with the operative interlocal agreements for surtax funding. The audit shall contain sufficient information for County and the Oversight Board to determine if the Project expenditures conform to this Agreement and applicable law. The annual financial report must also include cumulative financial information for each individual Surtax-Funded Project undertaken by Municipality. The annual financial report must include appropriate footnote disclosures in support of the financial information items presented, including disclosure of any issue of noncompliance with this Agreement or applicable law.

Sample Financial Report

Project Name:	
Quarterly Period:	

Section A: Total/Maximum Project Funding

1.	Surtax Maximum Funding Amount (per Section 5.4)	\$
2.	Non-Surtax Funding Awarded/Committed	\$
3.	Total Project Funding (Total lines 1 + 2)	\$
4.	Less Proceeds (as defined in Section 5.6)	(\$)
5.	Adjusted Project Funding (Line 3 minus Line 4)	\$

Section B: Funding Received to Date

		Quarter Reported	Fiscal Year to Date	Total
6.	Surtax Funding Received	\$	\$	\$
7.	Non-Surtax Funding Received	\$	\$	\$
8.	Total Project Funding Received (Total lines 6 + 7)	\$	\$	\$

Section C: Expenditures to Date

		Quarter Reported	Fiscal Year to date	Total
9.	Surtax Funding Expended	\$	\$	\$
10.	Non-Surtax Funding Expended	\$	\$	\$
11.	Total Project Funding Expended (Total lines 9 + 10)	\$	\$	\$

Section D: Available Funding to Date

12.	Adjusted Project Funding (Line 5 above)	\$
13.	Total Project Funding Expended to Date (Line 11 above)	\$
14.	Available Project Funding to date (Line 12 minus line 13)	\$

Section E: Contract Financials *(complete for each of Contractor and Consultant)*

Original Contract amount	\$
Changes (increases or decreases)	\$
Revised contract amount	\$
Total Work Completed to Date	\$
Retainage Held to Date	\$
Total Earned Less Retainage	\$
Total Amount Paid to Date	\$
Work Completed this Quarter	\$
Retainage Held for Work Completed this Quarter	\$

Retainage Released this Quarter	\$
Amount Paid this Quarter	\$

Section F: Quarterly Detailed Expenditures (for Quarter Reported)

Invoice No.	Invoice Date	Vendor Name	Description of Work	Invoice Amount	Amount Paid

Section G: Project Schedule & Status

15.	Project Schedule Completion Date	
16.	Total Project Schedule Time Remaining	
17.	Amount Project Is Ahead/Behind Schedule	☐ Ahead by ____ Days ☐ Behind by ____ Days
18.	Explanation for Change in Project Schedule:	
19.	Project Run Rate (Actual vs. Planned Expenditures)	
20.	Percentage of Project Phases/Milestones Met	%

Section H: Performance Metrics

- A. [To be provided by the PMO as applicable]
- B. Pavement Serviceability Rating (PSR): Report PSR prior to commencement of Project, current PSR, and projected PSR upon completion of Project.

MAP PMO Project Status Report *Template*

<Agency> Project: <i><fill in project name or id></i>		Owner: <i><fill in></i>	July 15, 2019
Progress update • Key activities since the last status report • ?		Overall Progress   Red = Execution critical delay  Amber = Delay; but recoverable  Green = On track	
Key activities to be completed in the next <2-4> weeks: • ? • ?		Summary: (may include) • Key take-aways for BoCC, OB and SurTax Admin • Project run rate; actual vs. planned • % Milestones met • Days over budget • Leverage ratio • Key reminders of critical decisions/milestones/etc.	
Issues/Challenges:		Proposed solutions:	

**Exhibit D
Form Contracts**

Surtax-Funded Projects Construction Contract:

Exhibit E
Municipal Resolution Authorizing Execution of Agreement



**INTERLOCAL AGREEMENT
BETWEEN BROWARD COUNTY AND Town of Pembroke Park FOR OPTIONAL SERVICES FOR
“KEEP BROWARD BEAUTIFUL,”
HOUSEHOLD HAZARDOUS WASTE AND ELECTRONICS, AND
BULK TRASH AND YARD WASTE
DROP-OFF PROGRAMS**

This interlocal agreement (“Agreement”) is between Broward County, a political subdivision of the State of Florida (“County”), and Town of Pembroke Park, a municipal corporation incorporated under Florida law (“Municipality”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. County policy safeguards the health, welfare, and natural environment of its residents and ensures accessible, seamlessly integrated investments in sustainable practices and environmental protection.

B. County’s Solid Waste and Recycling Services provides multiple programs to aid residents and municipalities in fostering a safe and sustainable environment including:

(i) County’s “Keep Broward Beautiful” Program, as defined in Exhibit A attached hereto and incorporated herein, aids with litter prevention, beautification, and clean-up efforts;

(ii) County’s Household Hazardous Waste and Electronics Program, as defined in Exhibit B attached hereto and incorporated herein, provides disposal services and electronics processing services at County’s Residential Drop-Off Centers and at Remote Collection Events; and

(iii) County’s Bulk Trash and Yard Waste Drop-Off Program, as defined in Exhibit C attached hereto and incorporated herein, enables Residents to dispose of the Bulk Trash and Yard Waste at County’s Residential Drop-Off Centers.

C. County is willing to provide, and Municipality wishes to receive on behalf of its Residents, the option to participate in any of or all these programs pursuant to this Agreement.

D. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, as may be amended from time to time, and prior to its effectiveness shall be filed as required by Section 163.01(11), Florida Statutes.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1. **Adopt-a-Street** means a collaboration between County, Municipality, and volunteer groups, in which residents volunteer to remove litter from an adopted street in Municipality as part of the "Keep Broward Beautiful" Program.
- 1.2. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.3. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.4. **Bulk Trash** means large items that are disposed of by Residents and may require special handling including, without limitation, tires or construction and demolition debris like carpet, concrete, drywall, glass, insulation, mirrors, and other materials resulting from minor home improvements.
- 1.5. **Code** means the Broward County Code of Ordinances.
- 1.6. **County Administrator** means the administrative head of County appointed by the Board.
- 1.7. **County Attorney** means the chief legal counsel for County appointed by the Board.
- 1.8. **County's Contract Administrator** means the Director of Solid Waste and Recycling Services, including any interim or acting Director, the Assistant Director of Solid Waste and Recycling Services, or such other person designated by the Director of Solid Waste and Recycling Services in writing. The primary responsibilities of County's Contract Administrator under this Agreement are to coordinate and communicate with Municipality, through the Municipal Contract Administrator, and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein
- 1.9. **Electronic Waste** means end-of-life or unwanted electronic devices that are disposed of by Residents, including, but not limited to, computers, monitors, televisions, printers, fax machines, and copiers.
- 1.10. **Household Hazardous Waste** means the following as disposed of by Residents: paints; Used Oil; automotive, marine, or other lead acid batteries; and tires. Notwithstanding the foregoing, the Parties hereby agree that the definition of Household Hazardous Waste shall be consistent with the definition for that term in County's agreement(s) with contractor(s) operating any Residential Drop-Off Center, as may be amended or replaced from time to time.
- 1.11. **Municipal Contract Administrator** means the individual designated by Municipality in writing to coordinate and communicate with County, through County's Contract Administrator, and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein.

1.12. **Prohibited Waste** includes the following: (a) putrescible waste; (b) any air contaminant waste, including without limitation, dust, fumes, mist, smoke, other particulate matter, vapor, gas, odorous substances, or any combination thereof; (c) any commercial solid waste, including without limitation, trash or other discarded items resulting from the activities of commercial or industrial establishments; (d) any excessive form of matter or debris resulting from land clearing, land development, or major building demolition debris; (e) any “Biomedical Waste” as defined in Section 27-214 of the Code and in Section 403.703, Florida Statutes, as either may be amended; (f) any “Garbage” as defined in Section 27-214 of the Code, including without limitation, kitchen and table food waste, as may be amended; (g) automobiles, boats, or internal combustion engines; (h) any other waste, debris, substance, constituent, object, or material that is determined to be hazardous, toxic, corrosive, reactive, ignitable, explosive, radioactive, infectious, carcinogenic, teratogenic, or mutagenic (collectively, “Hazardous”) pursuant to the Broward County Charter, Chapter 27 of the Code, Chapter 403, Florida Statutes, Fla. Admin. Code Chapter 62-730, the Clean Water Act, 33 U.S.C. § 1321, et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f, et seq., Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901, et seq., Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. § 9601, et seq., Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 374, 40 C.F.R. Parts 700 through 799, 49 C.F.R. § 172.101, any rule or regulation promulgated pursuant to the foregoing authorities, or is otherwise determined to be Hazardous or prohibited by state or federal law, as any of the aforementioned may be amended, or is determined to be Hazardous at any time by the United States Environmental Protection Agency; (i) anything classified as “universal waste” pursuant to 40 C.F.R. Part 273, as may be amended, with the exception of commercially available batteries disposed of by Residents; or (j) any waste, debris, substance, constituent, object, or material that otherwise poses a threat to public health or safety. Notwithstanding the foregoing, the Parties hereby agree that the definition of Prohibited Waste shall be consistent with the definition for that term in County’s agreement(s) with contractor(s) operating any Residential Drop-Off Center, as may be amended or replaced from time to time. Prohibited Waste does not include Household Hazardous Waste.

1.13. **Recycled Paint Program** means a County operated service, under the Household Hazardous Waste and Electronics Program, in which multiple colors of latex paint that have been collected are blended, recycled into new colors, and provided to Municipality to dispense to Residents free of charge.

1.14. **Remote Collection Events** mean events periodically scheduled and hosted in cooperation with County to provide Residents with opportunities to dispose of Household Hazardous Waste and Electronic Waste.

1.15. **Resident** means any individual whose primary place of residence is located within Municipality. The term does not include commercial enterprises, businesses, or corporations whether for profit or not-for-profit.

1.16. **Residential Drop-Off Center or RDOC** means the permanent facilities identified by County for the purpose of receipt and processing of RDOC-Acceptable Waste. County may amend which RDOC are available to Municipality or Residents at any time by written notice provided by County's Contract Administrator.

1.17. **RDOC-Acceptable Waste** means the following types of solid waste, all of which must have been generated at a Resident's dwelling and transported to an RDOC by Residents and also be of the type and consistency to be lawfully accepted at any RDOC under Applicable Law and permits: (a) non-putrescible waste consisting of non-combustible materials in a solid or semi-solid state; (b) large household appliances including, without limitation, drying machines, microwave ovens, ranges, refrigerators, stoves, washing machines, water heaters, and other similar domestic appliances, and household furniture (i.e., white goods); (c) Yard Waste; (d) wooden items including fencing or lumber; and (e) Bulk Trash. Notwithstanding the foregoing, the Parties hereby agree that the definition of RDOC-Acceptable Waste shall be consistent with the definition for that term in County's agreement(s) with contractor(s) operating any Residential Drop-Off Center, as may be amended or replaced from time to time. RDOC-Acceptable Waste does not include any Prohibited Waste.

1.18. **Services** means the County-provided optional service programs selected by Municipality in Article 3 of this Agreement, including, but not limited to, all obligations, responsibilities, labor, equipment, and materials needed from both Parties to implement such programs, whether described in this Agreement or any exhibit attached hereto.

1.19. **Used Oil** means oil generated at a Resident's dwelling that has been refined from crude oil or synthetic oil and, because of use, storage, or handling, has become unsuitable for its original purpose due to the presence of impurities or loss properties, but that may be suitable for further economically recyclable purposes. Notwithstanding the foregoing, the Parties hereby agree that the definition of Used Oil shall be consistent with the definition for that term in County's agreement(s) with contractor(s) operating any Residential Drop-Off Center, as may be amended or replaced from time to time.

1.20. **Yard Waste** means vegetative matter resulting from landscaping maintenance and land clearing operations and includes associated rocks and soils. Notwithstanding the foregoing, the Parties hereby agree that the definition of Yard Waste shall be the same as the definition for "Yard Trash" in Section 403.703, Florida Statutes, as may be amended.

ARTICLE 2. EXHIBITS

Exhibit A	"Keep Broward Beautiful" Program
Exhibit B	Household Hazardous Waste and Electronics Program
Exhibit C	Bulk Trash and Yard Waste Drop-Off Program
Exhibit D	Annual Costs of County Programs

ARTICLE 3. SCOPE OF SERVICES

3.1. Municipality commits to participating in the following Services, indicated by checking “Yes” below:

(a) **“Keep Broward Beautiful” Program**, as defined in Exhibit A:

☒ Yes
☐ No

(b) **Household Hazardous Waste and Electronics Program**, as defined in Exhibit B:

☒ Yes
☐ No

(c) **Bulk Trash and Yard Waste Drop-Off Program**, as defined in Exhibit C:

☒ Yes
☐ No

3.2. Prior to March 1 of any year, either the Municipal Contract Administrator or County’s Contract Administrator may add or delete, with or without cause, the Services selected by Municipality as referenced in Section 3.1 above for the following Fiscal Year. All such additions or deletions must be in writing in accordance with the “Notices” section of this Agreement.

3.3. The Parties shall perform all work identified in this Agreement and, as applicable, the Services described in Exhibits A, B, and C (“Scope of Services”). The Parties agree that the Scope of Services is a description of the Parties’ obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by both Municipality and County impractical, illogical, or unconscionable. Municipality further commits that it shall not dispose of, direct or cause the disposal of, or facilitate disposal by any Resident of Prohibit Waste at any Residential Drop-Off Center or at Remote Collection Events.

3.4. Except as provided in Section 3.2 above, neither the Municipal Contract Administrator nor County’s Contract Administrator has authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. **Term.** This Agreement begins on the date it is fully executed by the Parties (“Effective Date”) and continues through September 30, 2026 (“Initial Term”), unless otherwise terminated or extended as provided in this Agreement. The Initial Term and any Extension Term(s) as defined in this article are collectively referred to as the “Term.”

4.2. **Extensions.** Upon expiration of the Initial Term, the Term shall be extended automatically for three (3) additional one (1) year terms (each an “Extension Term”), unless either Party

provides written notice to the other Party in accordance with the “Notices” section of this Agreement at least one hundred eighty (180) days prior to the end of the then current Term.

4.3. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

4.4. Time of the Essence. Time is of the essence for Municipality’s performance of the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. PAYMENT

5.1. County shall invoice Municipality quarterly for the Services. Municipality shall pay to County the entire amount due on the invoice within thirty (30) days of the invoice date. During Fiscal Year 2024, the quarterly payment owed by Municipality shall be as shown on Exhibit D, Annual Costs of County Programs, attached hereto and incorporated herein.

5.2. County shall prorate the amount included in the first quarterly invoice to Municipality based on the Effective Date.

5.3. After the first invoice, County may, in its sole discretion, increase the quarterly amount owed by Municipality by an amount based on the actual cost of Services annually during the Term (“Annual Escalation”). The Annual Escalation shall be determined by County’s Contract Administrator based on increases in direct and indirect costs to County to perform the Scope of Services.

5.4. Municipality shall remit all payments to County to:

Broward County Solid Waste and Recycling Services
1 North University Drive, Suite 400
Plantation, FL 33324

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. Municipality represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Municipality, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Municipality has with any third party or violates Applicable Law. Municipality further represents and warrants that execution of this Agreement is within Municipality’s legal powers, and each individual executing this Agreement on behalf of Municipality is duly authorized by all necessary and appropriate action to do so on behalf of Municipality and does so with full legal authority.

6.2. Nondiscrimination. The Parties shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Municipality shall include the foregoing or similar language in its contracts with all contractors assisting Municipality in providing the Services, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the non-breaching Party deems appropriate. Furthermore, the Parties shall not unlawfully discriminate against any person in their respective operations and activities or in their use or expenditure of funds in fulfilling their respective obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½ of the Code. The Parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of fulfilling their obligations under this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the Parties shall take affirmative steps to prevent discrimination in employment against disabled persons.

6.3. Public Entity Crime Act. Municipality represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Municipality further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Municipality has been placed on the convicted vendor list.

6.4. Claims Against Municipality. Municipality represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Municipality, threatened against or affecting Municipality, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Municipality to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Municipality or on the ability of Municipality to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.5. Breach of Representations. Municipality acknowledges that County is materially relying on the representations, warranties, and certifications of Municipality stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred, and (b) termination of this Agreement without any further liability to Municipality.

ARTICLE 7. SOVEREIGN IMMUNITY AND INDEMNIFICATION

7.1. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or Municipality nor shall anything included herein be construed as consent by County or Municipality to be sued by third parties in any matter arising out of this Agreement.

7.2. Third-Party Beneficiaries. The Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

7.3. Indemnification. Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Municipality, or any intentional, reckless, or negligent act or omission of Municipality, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). Claims shall include, but not be limited to: (a) alleged, threatened, or actual presence or release of Prohibited Waste on, above, or under any County-owned property or lands where Remote Collection Events were held; (b) any past, present, or threatened injury to, destruction of, or loss of natural resources in connection with the Services; and (c) any past, present, or threatened noncompliance of Applicable Law, including any environmental laws. If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

7.4. Contractors. If Municipality contracts with a third party ("Contractor") to provide any of the Services, any contract with such Contractor must include the following provision:

Indemnification: Contractor shall indemnify and hold harmless Broward County ("County"), and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this agreement, and caused or alleged to be caused, in whole or in part, by any breach of this agreement by Contractor, or by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by

the County Attorney to defend the Indemnified Party. The obligations of this paragraph shall survive the expiration or earlier termination of this agreement.

7.5. Defenses. Notwithstanding anything in this article to the contrary, nothing in this article limits the defenses available to Municipality (including under Section 768.28, Florida Statutes) in the defense of an Indemnified Party pursuant to the obligations of Section 7.3, above.

7.6. Survival. The obligations of this article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 8. INSURANCE

8.1. Municipality is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

8.2. Upon request by County, Municipality must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If Municipality holds any excess liability coverage, Municipality must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

8.3. If Municipality maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and non-contributory basis. County's insurance requirements shall apply to Municipality's self-insurance.

8.4. In the event Municipality contracts with a third-party to provide any of Services set forth herein, Municipality shall require that each third-party procure and maintain insurance coverage that adequately covers each third-party's exposure based on the services provided by that third-party. Municipality must ensure that all such third-party contractors name "Broward County" as an additional insured and certificate holder under applicable insurance policies. Municipality shall not permit any third-party to provide services until the insurance requirements of the contractor under this section are met. If requested by County, Municipality shall furnish evidence of insurance of all such third-parties.

8.5. County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

ARTICLE 9. TERMINATION

9.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be

terminated for cause by the County Administrator for reasons including, but not limited to, any of the following:

9.1.1. Municipality's failure to suitably or continuously perform Services in a manner calculated to meet or accomplish the objectives in this Agreement; or

9.1.2. Municipality's failure (whether negligent or intentional) to submit payment to County for Services.

If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective thirty (30) days after such notice was provided.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Municipality. Municipality acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to Municipality of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Municipality's failure to comply with any term(s) of this Agreement.

ARTICLE 10. MISCELLANEOUS

10.1. Contract Administrator Authority. County's Contract Administrator and Municipal Contract Administrator are authorized to coordinate and communicate to manage and supervise the performance of this Agreement. Municipality acknowledges that County's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, County's Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. County's Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

10.2. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Municipality is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Municipality shall:

10.2.1. Keep and maintain public records required by County to perform the Services;

10.2.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

10.2.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

10.2.4. Upon expiration of the Term or termination of this Agreement, transfer to County, at no cost, all public records in possession of Municipality or keep and maintain public records required by County to perform the services. If Municipality transfers the records to County, Municipality shall destroy any duplicate public records that are exempt or confidential and exempt. If Municipality keeps and maintains the public records, Municipality shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Municipality receives a request for public records regarding this Agreement or the Services, Municipality must immediately notify County's Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Municipality must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Municipality contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Municipality asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Municipality must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Municipality must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Municipality as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by

Municipality, or the claimed exemption is waived. Any failure by Municipality to strictly comply with the requirements of this section shall constitute Municipality's waiver of County's obligation to treat the records as Restricted Material. Municipality must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF MUNICIPALITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MUNICIPALITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-474-1849, [EKNIGHT@BROWARD.ORG](mailto:EKnight@Broward.org), 1 NORTH UNIVERSITY DRIVE, SUITE 400-B, PLANTATION, FL 33324.

10.3. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

10.4. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County
Solid Waste and Recycling Services
Attn: Notosha Austin
1 N University Drive Suite 400-B
Plantation FL 33324
Email address: naustin@broward.org

FOR MUNICIPALITY:

Town of Pembroke Park
Chandler Williamson, Town Manager
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
Email address: cwilliamson@tppfl.gov

With a copy to:

Aleem A. Ghany, Public Services Director

3150 S.W. 52nd Avenue

Pembroke Park, FL 33023

Email address: aghany@tppfl.gov_____

10.5. Assignment. Except for subcontracting approved by County in writing, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

10.6. Conflicts. Neither Municipality nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Municipality's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Municipality's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Municipality is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Municipality or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Municipality is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Municipality shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Municipality.

10.7. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

10.8. Compliance with Laws. Municipality and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

10.9. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

10.10. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

10.11. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

10.12. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

10.13. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

10.14. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Municipality.

10.15. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

10.16. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

10.17. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

10.18. Use of County Name or Logo. Municipality shall not use County's name or logo in marketing or publicity materials without prior written consent from County's Contract Administrator.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the ____ day of _____, 20__, and Municipality, signing by and through its _____, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 20__

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

By _____
Matthew Haber (Date)
Assistant County Attorney

By _____
Oren Rosenthal (Date)
Senior Assistant County Attorney

MH/tb
SWRS Optional Services - Shell ILA_CAO[mh][or][am]approved 5-10-24
05/10/2024
#CAO!1105813.1

Solid Waste ILA for Optional Services

Page 16

**INTERLOCAL AGREEMENT
BETWEEN BROWARD COUNTY AND _____ FOR OPTIONAL SERVICES FOR
"KEEP BROWARD BEAUTIFUL,"
HOUSEHOLD HAZARDOUS WASTE AND ELECTRONICS, AND
BULK TRASH AND YARD WASTE
DROP-OFF PROGRAMS**

MUNICIPALITY

MUNICIPALITY NAME

ATTEST:

By: _____
MUNICIPAL MAYOR

MUNICIPAL CLERK

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

Municipal Attorney

EXHIBIT A
“KEEP BROWARD BEAUTIFUL” PROGRAM

I. Program Description

The “Keep Broward Beautiful” Program includes various smaller programs that aid with litter prevention, beautification, and clean-up efforts in the unincorporated areas and within municipalities that participate pursuant to this Agreement.

II. Scope of Services

A. County is responsible for the following:

1. Contact interested volunteer groups and provide such groups with information on “Keep Broward Beautiful” programs, including, without limitation, Adopt-a-Street, Community Clean Up, beach sweeps, etc.
2. Provide Adopt-a-Street support services, including but not limited to: obtaining group and street approval from Municipality; obtaining letters of agreement from interested groups as identified by County’s Contract Administrator; providing signage that recognizes Municipality and any interested group(s) that participate; conducting safety meetings; monitoring group events; and releasing non-performing groups.
3. Provide Adopt-a-Street supplies including signs, gloves, safety vests, first-aid kits, and roadside caution signage.
4. Coordinate “Keep Broward Beautiful”-related litter prevention activities, such as beautification efforts during the Great American Cleanup, support America Recycles Day initiatives, conduct clean up events, and perform an annual Litter Index review, subject to County’s discretion and the availability of resources.
5. Maintain event data within Municipality.
6. Supply Municipality with event reports on a quarterly basis.

B. Municipality is responsible for the following:

1. Provide timely payments to County.
2. Designate a coordinator who will be responsible for: distributing information on “Keep Broward Beautiful” programs including, without limitation, forwarding information regarding interested volunteer groups, approving streets for adoption, supplying municipal logo(s) for artwork on signs and manuals, attending meetings as scheduled, assisting with municipal event permitting, and coordinating sign installation and maintenance.
3. Approve participating volunteer groups such as homeowners' associations, schools, businesses, and other local civic groups.
4. Remove and dispose of trash and trash bags when necessary.

EXHIBIT B
HOUSEHOLD HAZARDOUS WASTE AND ELECTRONICS PROGRAM

I. Program Description

The Household Hazardous Waste and Electronics Program provides disposal services and electronics processing services at County's Residential Drop-Off Centers and at Remote Collection Events.

II. Scope of Services

A. County is responsible for the following:

1. Maintain and staff each Residential Drop-Off Center designated by County's Contract Administrator for Residents' disposal of Household Hazardous Waste and Electronic Waste, including electronics processing, with each Residential Drop-Off Center open to Residents at least one (1) day per week except for Independence Day and Christmas Day.
2. Conduct Remote Collection Events upon request with reasonable notice from Municipality. Notwithstanding the foregoing, Remote Collection Events shall only be available to Municipality if a Residential Drop-Off Center is not located within its municipal jurisdiction.
3. Determine the Remote Collection Event dates and locations based on multiple criteria, including, without limitation, municipal boundaries, historical event data, competing obligations, and availability of operational resources.
4. Obtain cost-effective contract disposal and recycling services through competitive procurements for materials accepted at permanent service locations and Remote Collection Events.
5. Provide regulatory oversight and compliance for each Residential Drop-Off Center and for Remote Collection Events.
6. Provide outreach and promotional activities.
7. Administer the Recycled Paint Program.
8. Provide small businesses located within Municipality with the opportunity to use the Household Hazardous Waste and Electronics Program contract pricing.
9. Collect and maintain data on Resident usage and waste disposal.
10. Provide reports to Municipality on program activities, Resident usage, and associated costs upon request and with reasonable notice from Municipality.

B. Municipality is responsible for the following:

1. Provide timely payments to County.
2. Provide a liaison for outreach and promotional activities, the Remote Collection Events, and the Recycled Paint Program, as applicable.

3. Conduct municipal-based outreach and promotion for Household Hazardous Waste and Electronics Program services and events, such as inclusion in municipal newsletters and utility bills and promotion on municipal websites.
4. Provide a municipal-based distribution outlet for recycled paint (if Municipality chooses to participate in the Recycled Paint Program).
5. Provide a liaison, location and staff for any Remote Collection Event requested by Municipality, including sufficient staff for traffic control, customer surveys, restrooms, and incident follow-up. Municipality shall be host to no more than one (1) Remote Collection Event annually unless sufficient resources are available to County.
6. Abide by any applicable County code of conduct made available online, at any RDOC or Remote Collection Event, or otherwise provided by County.

EXHIBIT C
BULK TRASH AND YARD WASTE DROP-OFF PROGRAM

I. Program Description

The Bulk Trash and Yard Waste Drop-Off Program enables Residents to dispose of RDOC-Acceptable Waste at County's Residential Drop-Off Centers.

II. Scope of Services

A. County is responsible for the following:

1. Administer and operate RDOC-Acceptable Waste drop-off services for Residents.
2. Maintain and staff each Residential Drop-Off Center designated by County's Contract Administrator, with each location open to Residents at least one (1) day per week except for Independence Day and Christmas Day.
3. Collect and maintain data on Resident usage and waste disposal.
4. Provide reports to Municipality on program activities, Resident usage, and associated costs upon request and with reasonable notice from Municipality.

B. Municipality is responsible for the following:

1. Provide timely payments to County.
2. Provide a liaison for program-related assistance, and local outreach and promotional activities.
3. Conduct municipal-based outreach and promotion for Bulk Trash and Yard Waste Drop-Off Program services and events, such as inclusion in municipal newsletters and utility bills and promotion on municipal websites.
4. Abide by any applicable County code of conduct made available online, at any RDOC, or otherwise provided by County.
5. Abide by any applicable County rules and regulations related to vehicles, or vehicle specifications, including, without limitation, the following:
 - a. Cargo volume shall be limited to maximum 300 cubic feet;
 - b. Pickup trucks shall not be larger than full-size (i.e., 1 ton);
 - c. Truck beds shall not be longer than eight feet (8');
 - d. Truck beds shall not be wider than six feet (6');
 - e. Commercial vehicles and all modified truck beds shall be prohibited;
 - f. Open trailers shall not be longer than eight feet (8');
 - g. Enclosed trailers shall not be longer than eight feet (8').

EXHIBIT D
ANNUAL COSTS OF COUNTY PROGRAMS

Broward County, FL - Public Works

Solid Waste and Recycling Services

ANNUAL COSTS OF COUNTY PROGRAMS - FY 2025

Municipality	2020 Census Population*	Household Hazardous Waste Program	Bulk Waste Drop-off Program	Keep Broward Beautiful Program
		@ \$2.69 /capita	@ \$1.67 /capita	@ \$0.41 /capita
Coconut Creek	57,833	\$ 155,571	\$ 96,581	\$ 23,712
Cooper City	34,401	\$ 92,539	\$ 57,450	\$ 14,104
Coral Springs	134,394	\$ 361,520	\$ 224,438	\$ 55,102
Dania Beach	31,723	\$ 85,335	\$ 52,977	\$ 13,006
Davie	105,691	\$ 284,309	\$ 176,504	\$ 43,333
Deerfield Beach	86,859	\$ 233,651	\$ 145,055	\$ 35,612
Ft. Lauderdale	182,760	\$ 491,624	\$ 305,209	\$ 74,932
Hallandale Beach	41,217	\$ 110,874	\$ 68,832	\$ 16,899
Hillsboro Beach	1,987	\$ 5,345	\$ 3,318	\$ 815
Hollywood	153,067	\$ 411,750	\$ 255,622	\$ 62,757
Lauderdale by the Sea	6,198	\$ 16,673	\$ 10,351	\$ 2,541
Lauderdale Lakes	35,954	\$ 96,716	\$ 60,043	\$ 14,741
Lauderhill	74,482	\$ 200,357	\$ 124,385	\$ 30,538
Lazy Lake Village	33	\$ 89	\$ 55	\$ 14
Lighthouse Point	10,486	\$ 28,207	\$ 17,512	\$ 4,299
Margate	58,712	\$ 157,935	\$ 98,049	\$ 24,072
Miramar	134,721	\$ 362,399	\$ 224,984	\$ 55,236
Municipal Services District	15,345	\$ 41,278	\$ 25,626	\$ 6,291
North Lauderdale	44,794	\$ 120,496	\$ 74,806	\$ 18,366
Oakland Park	44,229	\$ 118,976	\$ 73,862	\$ 18,134
Parkland	34,670	\$ 93,262	\$ 57,899	\$ 14,215
Pembroke Park	6,260	\$ 16,839	\$ 10,454	\$ 2,567
Pembroke Pines	171,178	\$ 460,469	\$ 285,867	\$ 70,183
Plantation	91,750	\$ 246,808	\$ 153,223	\$ 37,618
Pompano Beach	112,046	\$ 301,404	\$ 187,117	\$ 45,939
Sea Ranch Lakes	540	\$ 1,453	\$ 902	\$ 221
Southwest Ranches	7,607	\$ 20,463	\$ 12,704	\$ 3,119
Sunrise	97,335	\$ 261,831	\$ 162,549	\$ 39,907
Tamarac	71,897	\$ 193,403	\$ 120,068	\$ 29,478
West Park	15,130	\$ 40,700	\$ 25,267	\$ 6,203
Weston	68,107	\$ 183,208	\$ 113,739	\$ 27,924
Wilton Manors	11,426	\$ 30,736	\$ 19,081	\$ 4,685

* Population figures are from the U.S. Census Bureau
(<https://www.census.gov/quickfacts/fact/table/browardcountyflorida,US/PST045219>).

RESOLUTION NO. 2024-021

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: CONSTRUCTION OF STORMWATER IMPROVEMENTS PHASE II (PPRK-002); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 6, 2018 Broward County voters approved by referendum the Transportation Surtax Program to fund statutorily-permissible transportation expenditures in accordance with section 212.055(1), Florida Statutes; and

WHEREAS, in order to ensure the efficient expenditure of Transportation Surtax proceeds, Broward County, the Broward Metropolitan Planning Organization (“MPO”), and municipalities in Broward County entered into an Interlocal Agreement establishing a process wherein municipalities were able to submit projects for evaluation and funding with Transportation Surtax proceeds; and

WHEREAS, the Town of Pembroke Park (“Town”) requested funding for certain stormwater improvements (PPRK-002) (“project”) in a total maximum not-to-exceed amount \$1,423,497.00; and

WHEREAS, the Town’s project has been determined to be statutorily eligible for funding; and

WHEREAS, the Town Commission finds that it is in the best interests of the Town to enter into the Interlocal Agreement with Broward County.

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

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

Section 2. The Town Commission of the Town of Pembroke Park hereby approves the Interlocal Agreement with Broward County for Surtax-Funded municipal transportation project: Construction of Stormwater Improvements Phase II (PPRK-002) in substantially the form attached hereto as Exhibit “A”.

Section 3. The proper Town Officials of the Town of Pembroke Park are hereby authorized and directed to execute said Agreement.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED this ____ day of _____, 2024.

ASHIRA MOHAMMED
Mayor

ATTEST:

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney



Agenda Request

Subject:	Self-Storage Moratorium
Meeting Date:	9/11/2024 Regular Commission Meeting
Prepared For:	☒ Town Commission ☐ Town Attorney ☐ Town Manager / Staff
Staff Contact:	Name & Title: Mayor Ashira Mohammed
Dept/Group:	Name & Title:
Recommendation:	To implement a ban on additional public storage in the Town
Background Information:	See attached.
Financial Implications:	
Policy Implications:	
Alternatives:	

Suzi Reutlinger

From: ashira mohammed <ashira.ann@gmail.com>
Sent: Wednesday, September 11, 2024 9:51 AM
To: Suzi Reutlinger
Subject: Fwd: Palm Bay, Florida, to Consider Ban on Self-Storage Facilities, Car Washes

Sent from my iPhone

Begin forwarded message:

From: ashira mohammed <ashira.ann@gmail.com>
Date: August 26, 2024 at 10:32:51 AM EDT
To: Jacob Horowitz <jhorowitz@gorencherof.com>, Michael Meulen <mvondermeulen@keithteam.com>
Subject: Fwd: Palm Bay, Florida, to Consider Ban on Self-Storage Facilities, Car Washes

Reminder
Here is another one I sent you

From: ashira mohammed <ashira.ann@gmail.com>
Date: July 15, 2024 at 9:09:05 AM EDT
To: Chandler Williamson <cwilliamson@tppl.gov>, Jacob Horowitz <jhorowitz@gorencherof.com>
Subject: Palm Bay, Florida, to Consider Ban on Self-Storage Facilities, Car Washes

<https://www.insideselfstorage.com/zoning/palm-bay-florida-to-consider-ban-on-self-storage-facilities-car-washes>

Sent from my iPhone

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



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- [Zoning Industry News Development](#)

Palm Bay, Florida, to Consider Ban on Self-Storage Facilities, Car Washes

May 7, 2024

1 Min Read



Officials in Palm Bay, Florida, are considering a six-month ban on the development of self-storage facilities and car washes. The council discussed the recommendation from the city's growth-management department at its May 2 meeting, according to the source.

Council members heard the first reading for Ordinances 2024-08 and 2024-24, which would create a moratorium on self-storage developments and car washes, respectively. If the former is approved, self-storage will be prohibited west of and adjacent to Robert J. Conlan Boulevard. The 26.5-acre zone south of Commerce Park Drive will be changed from commercial use to neighborhood center use.

In late April, officials in Cape Coral, Florida, [passed a similar moratorium](#) that's now in effect until April 17, 2025. In the meantime, city staff will conduct studies to determine what regulations are needed to prevent overdevelopment in the area. While many council members said they support property rights, they determined the pause on these business types is needed to protect the city's planned growth.

Source: [Palm Bay Could Ban Building New Car Washes, Self-Storages for 6 Months](#)



GULFSHORE BUSINESS

SOUTHWEST FLORIDA'S BEST VIEW OF BUSINESS

(<https://www.gulfshorebusiness.com>)



Cape Coral sets public hearing for moratorium on self-storage facilities (https://www.gulfshorebusiness.com/gb_daily/cape-coral-sets-public-hearing-for-moratorium-on-self-storage-facilities/)

BY KATIUSKA
CARRILLO

MARCH 21, 2024

([HTTPS://WWW.GULFSHOREBUSINESS.COM/AUTHOR/KATIUSKA-CARRILLO/](https://www.gulfshorebusiness.com/author/katiuska-carrillo/))

PHOTO CREDIT: WINK NEWS



PLAY ARTICLE

Image

Cape Coral City Council unanimously approved setting a public hearing for an ordinance relating to a moratorium on the acceptance of applications for and the issuance of permits for the development of self-storage facilities within all zoning districts in the city. The city has an estimated 1.5 million square feet of existing self-

storage space, with an additional 1.6 million square feet of self-storage in the permitting process or under construction. The city is currently over the industry standard for the supply of self-storage facilities per capita, according to the ordinance. The city is proposing a 12-month moratorium on self-storage facilities for staff to conduct a study for possible revision of the land development code and determine what actions are necessary to address the issue. The first public hearing will be April 3.

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GET SOUTHWEST FLORIDA'S BEST VIEW OF BUSINESS STRAIGHT TO YOUR INBOX.

SIGN UP

Don't Miss

Marco Island City Council reduces taxes for eighth straight year

(<https://www.gulfshorebusiness.com/marco-island-city-council-reduces-taxes-for-eighth-straight-year/>)



(<https://www.gulfshorebusiness.com/marco-island-city-council-reduces-taxes-for-eighth-straight-year/>)

Suzi Reutlinger

From: Ashira Mohammed
Sent: Wednesday, September 11, 2024 9:54 AM
To: Suzi Reutlinger
Subject: Fwd: Item 12.1 Self-Storage Moratorium

Sent from my iPhone

Begin forwarded message:

From: Ashira Mohammed <amohammed@tppl.gov>
Date: September 6, 2024 at 11:15:21 AM EDT
To: Town Clerk <townclerk@tppl.gov>
Subject: Fwd: Item 12.1 Self-Storage Moratorium

Sent from my iPhone

Begin forwarded message:

From: "Jacob G. Horowitz" <JHorowitz@gorencherof.com>
Date: August 28, 2024 at 12:54:13 PM EDT
To: Michael Vonder Meulen <MVonderMeulen@keithteam.com>, Ashira Mohammed <amohammed@tppl.gov>, Chandler Williamson <cwilliamson@tppl.gov>
Cc: Andrea Harper <aharper@keithteam.com>
Subject: RE: Item 12.1 Self-Storage Moratorium

Thanks, Mike. This is helpful.

See you this evening.

Jacob G. Horowitz



**GOREN CHEROF
DOODY & EZROL P.A.**
ATTORNEYS AT LAW

3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500 x 5055 | (561) 276-9400 x 5055 | Fax: (954) 771-4923
Email: JHorowitz@gorencherof.com | www.GorenCherof.com

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From: Michael Vonder Meulen <MVonderMeulen@keithteam.com>
Sent: Wednesday, August 28, 2024 12:01 PM
To: Ashira Mohammed <amohammed@tppfl.gov>; Chandler Williamson <cwilliamson@tppfl.gov>; Jacob G. Horowitz <JHorowitz@gorencherof.com>
Cc: Andrea Harper <aharper@keithteam.com>
Subject: Item 12.1 Self-Storage Moratorium

Good Afternoon Mayor,

To assist with the discussion of the above referenced moratorium scheduled for Town Commission Workshop tonight, our office has the following information for your review.

There are currently 7 self-storage facilities in the Town of Pembroke Park.

1. Value Store Itself Storage - 2801 John Lyons Lane
2. Extra Space Storage - 1781 S Park Rd
3. Armadillo Mini Storage - 2701 Bryna Rd
4. Smart Safe Storage- 2575 SW 32 Ave
5. 1800 Warehouse- 2401 John P Lyons
6. Public Storage - 3080 W Pembroke Rd, Hallandale Beach
7. Seneca Self-Storage (Extra Storage) - 3187 W Hallandale Beach Blvd

Self-storage facilities are only permitted in the M-1 zoning district. The recently constructed Seneca Self-Storage (Extra Storage) received special approval from the Town Commission to locate in B-1.

There is one (1) active application pending with the Town. Public Storage located at 3080 W Pembroke Road is proposing to redevelop their existing site. They are receiving their second round of DRC comments and could be scheduled for Planning and Zoning Board hearing as soon as October.

If you have any questions or require any additional information, please contact me.

Thank you.



Michael Vonder Meulen, AICP

Vice President of Planning

Office: 954 788 3400 | Mobile: 954 612 3203

Email: MVonderMeulen@keithteam.com

www.KEITHteam.com

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Suzi Reutlinger

From: ashira mohammed <ashira.ann@gmail.com>
Sent: Wednesday, September 11, 2024 9:51 AM
To: Suzi Reutlinger
Subject: Fwd: Cape Coral sets public hearing for moratorium on self-storage facilities - Gulfshore Business

Sent from my iPhone

Begin forwarded message:

From: ashira mohammed <ashira.ann@gmail.com>
Date: August 26, 2024 at 11:36:31 AM EDT
To: Marlén martell <townclerk@tppfl.gov>
Subject: Fwd: Cape Coral sets public hearing for moratorium on self-storage facilities - Gulfshore Business

Sent from my iPhone

Begin forwarded message:

From: "Jacob G. Horowitz" <JHorowitz@gorencherof.com>
Date: August 26, 2024 at 10:35:55 AM EDT
To: ashira mohammed <ashira.ann@gmail.com>, Michael Meulen <mvondermeulen@keithteam.com>
Cc: Chandler Williamson <cwilliamson@tppfl.gov>
Subject: RE: Cape Coral sets public hearing for moratorium on self-storage facilities - Gulfshore Business

Good morning, Mayor.

I would recommend placing a discussion item on an agenda to raise this issue with your colleagues. If a majority of the commission is in agreement, we will work with the Town Manager and Planning Consultant to bring back an ordinance establishing a moratorium on such uses.

Thank you.

Jacob G. Horowitz



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From: ashira mohammed <ashira.ann@gmail.com>

Sent: Monday, August 26, 2024 10:31 AM

To: Jacob G. Horowitz <JHorowitz@gorencherof.com>; Michael Meulen
<mvondermeulen@keithteam.com>

Subject: Fwd: Cape Coral sets public hearing for moratorium on self-storage facilities -
Gulfshore Business

Hi,

Do I need to address this at the commission meeting? We need to put something
in the books?

Sent from my iPhone

Begin forwarded message:

From: ashira mohammed <ashira.ann@gmail.com>

Date: July 15, 2024 at 9:08:13 AM EDT

To: Chandler Williamson <cwilliamson@tppfl.gov>, Jacob
Horowitz <jhorowitz@gorencherof.com>

Subject: Cape Coral sets public hearing for moratorium on
self-storage facilities - Gulfshore Business

https://www.gulfshorebusiness.com/gb_daily/cape-coral-sets-public-hearing-for-moratorium-on-self-storage-facilities/

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Suzi Reutlinger

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Jacob G. Horowitz



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Thank you.



Michael Vonder Meulen, AICP
Vice President of Planning
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Agenda Request

Subject:	Town Manager
Meeting Date:	08 28 2024 WORKSHOP COMMISSION MEETING - Aug 28 2024
Prepared For:	Town Commission
Staff Contact:	Erik Morrisette, Vice Mayor
Dept/Group:	
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Financial Implications:	
Alternatives:	