



AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, November 6, 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
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
7. CONSENT AGENDA
 - 7.1. Canceling of Beta Jones Contract - Town Manager Lynch 6 - 23
[Beta Jones Invoice 24123-001 \(002\)](#)
[Beta Jones Master plan](#)
 - 7.2. Radios for Town - I.T Director Pakula 24 - 94

[Radios for Town Agenda Item Report - AIR-24-121 - Pdf Addendum-New Radios](#)
 - 7.3. Awarding RFP 24-04 Janitorial Services - Town Manager Lynch 95 - 104
[Agmt \(Janitorial Services - Safeguard\) \(00623670xC4B6A\)](#)
 - 7.4. Awarding RFP 24-03 Disaster Debris Removal and Disposal Services - Town Manager Lynch 105 - 138
[Aftermath AGMT \(Disaster Debris Removal\) \(00623860xC4B6A\)](#)
[AGMT \(Disaster Debris Removal\) - DRC \(00623901xC4B6A\)](#)
 - 7.5. Public Works Director Position - Town Manager Lynch 139 - 140
RESOLUTION NO. 2024-024
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 2-88 OF THE TOWN'S CODE OF ORDINANCES, APPOINTING STANLEY W. MERANTUS AS THE TOWN'S PUBLIC SERVICES DIRECTOR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

[Resolution 2024-024, \(Appointment of Public Services Director -](#)

8. COMMISSIONER ITEMS
 - 8.1. Pension Actuarial - Mayor Mohammed 141 - 145
[Engagement Letter Pembroke Park 2024](#)
9. RESOLUTIONS
 - 9.1. RESOLUTION NO. 2024-023 - Clerk Commission Hodgkins 146 - 157
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND ADOPTING ARTICLES OF CENSURE AGAINST COMMISSIONER GEOFFREY JACOBS; FINDING THAT COMMISSIONER JACOBS HAS VIOLATED SEC. 2-16 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "CODE OF CONDUCT FOR ELECTED AND APPOINTED OFFICIALS;" FINDING THAT COMMISSIONER JACOBS' BEHAVIOR IS UNACCEPTABLE AND THAT HE MUST MAINTAIN ORDER, DECORUM, CIVILITY AND RESPECT; AND PUBLICLY REPRIMANDING COMMISSIONER JACOBS FOR HIS CONTINUED PUBLIC BEHAVIOR AND MISCONDUCT; DIRECTING THE PUBLIC TRANSMITTAL OF THIS RESOLUTION, ALONG WITH THE PRIOR RESOLUTION OF CENSURE, RELEVANT INVESTIGATIVE REPORTS, AND REPORTS OF THE INSPECTOR GENERAL'S OFFICE TO BE TRANSMITTED TO THE GOVERNOR; REQUESTING THAT THE GOVERNOR SUSPEND COMMISSIONER JACOBS FROM OFFICE PURSUANT TO SECTION 112.51, F.S.; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
[2023-008](#)
[Resolution 2024-023, Jacobs Censure](#)
 - 9.2. Town Manager David Lynch Contract - Town Attorney Horowitz 158 - 170
RESOLUTION NO. - 2024-025
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 2-92 OF THE TOWN'S CODE OF ORDINANCES, RATIFYING THE APPOINTMENT OF DAVID LYNCH AS TOWN MANAGER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

[Employment Agreement \(D. Lynch\) - Clean \(00622602xC4B6A\)](#)
[2024-025 Reso \(Appointment of Town Manager - Lynch\) \(00624386xC4B6A\)](#)
10. ORDINANCES 2ND READING
 - 10.1. Zoning in Progress/Moratorium Procedure- Mayor Mohammed 171 - 178
2nd Reading
ORDINANCE NO.2024-010

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 13.5, ENTITLED “LAND DEVELOPMENT;”AMENDING ARTICLE IV, ENTITLED “LAND USE REQUIREMENT / IMPLEMENTATION” BY CREATING SECTION 13.5-43, TO BE ENTITLED “ZONING IN PROGRESS;” ESTABLISHING AN ADMINISTRATIVE AND LEGISLATIVE PROCEDURE WHEREBY THE TOWN MAY PLACE A TEMPORARY HOLD ON THE ISSUANCE OF DEVELOPMENT PERMITS AND APPROVALS; PROVIDING FOR APPLICABILITY; PROVIDING FOR ZONING IN PROGRESS PROCEDURES; PROVIDING FOR TOWN COMMISSION REVIEW; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[2024-010 business impact estimate 2nd reading november 6 2024 \(2\)](#)
[2024-010 Moratorium Storage Centers \(1\) \(1\)](#)

11. ORDINANCES 1ST READING

- 11.1. Motorized Scooters - Mayor Mohammed
ORDINANCE NO. 2024-011

179 - 186

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA; AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES ENTITLED “STREETS, SIDEWALKS AND OTHER PUBLIC PLACES;” CREATING ARTICLE III, TO BE ENTITLED “MOTORIZED SCOOTERS, COASTERS, SKATEBOARDS, AND OTHER SIMILAR WHEELED DEVICES;” PROVIDING DEFINITIONS; REQUIRING REGISTRATION OF CERTAIN MOTORIZED SCOOTERS; PROVIDING PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

[2024-011 Ordinance \(Motorized Scooters\) \(00624771xC4B6A\)](#)

12. NEW BUSINESS

- 12.1. Zoning in Progress Moratorium Procedure
Resolution No. 2024-027

187 - 190

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, IMPOSING A TEMPORARY MORATORIUM ON PROCESSING, APPROVAL OR ISSUANCE OF BUILDING PERMITS, ENGINEERING PERMITS, UTILITY PERMITS OR DEVELOPMENT ORDERS FOR ANY SELF STORAGE USES WITHIN THE TOWN; AUTHORIZING AND DIRECTING THE TOWN MANAGER, OR THE TOWN MANAGER’S DESIGNEE, TO UNDERTAKE STUDY AND REVIEW OF THE TOWN’S REGULATIONS REGARDING THE SAME; PROVIDING THAT UPON THE ADOPTION OF THIS RESOLUTION NO PROCESSING,

APPROVAL OR ISSUANCE OF BUILDING PERMITS, ENGINEERING PERMITS, UTILITY PERMITS OR DEVELOPMENT ORDERS FOR ANY SELF STORAGE USES SHALL BE ISSUED WITHIN THE AFFECTED AREAS DURING THE TIME PERIOD COVERED BY THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

[2024-027 Reso \(Zoning in Progress - Moratorium\) \(00624435xC4B6A\)](#)

- 12.2. Police Chief Draft Agreement - Town Attorney Horowitz 191 - 204
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 2-302 OF THE TOWN'S CODE OF ORDINANCES, APPOINTING DANIEL DECOURSEY AS THE TOWN'S POLICE CHIEF; APPROVING AND AUTHORIZING THE EXECUTION OF THE EMPLOYMENT AGREEMENT ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE
[Employment Agreement \(Decoursey\) \(00625184xC4B6A\)](#)
[2024-026 Reso \(Police Chief - Decoursey\) \(00625196xC4B6A\) 1](#)
- 12.3. Holiday lighting - Artistic Holiday Designs -Deputy Town Manager Williamson 205 - 233
[Agenda Item Report - AIR-24-122 - Pdf](#)
[2734 001](#)
[2735 001](#)
[2736 001](#)
13. OLD BUSINESS
14. DISCUSSION
- 14.1. Events Budget - Mayor Mohammed
- 14.2. 2024 Holiday Party 234 - 239
Approve a venue for the luncheon
[Agenda Item Report - AIR-24-123 - Pdf](#)
- 14.3. Town Clerk Position - Town Manager Lynch
Discussion and possible action to approve the Town Manager's recommendation to hire Cynthia Garcia-Lima as Town Clerk, and to authorize the Town Manager, or the manager's designee, to make an offer of employment to Ms. Garcia-Lima consistent with the Town's manual of personnel policies
- 14.4. Audit Committee Appointment - Finance Director Davermann 240 - 242
[Memorandum - Town Attorney - \(Auditor Selection Procedures\) \(00624331xC4B6A\)](#)

14.5. Standardization of Hiring Process - Mayor Mohammed

15. ATTORNEY REPORTS

16. TOWN MANAGER REPORTS

17. COMMISSION REPORTS

Commissioner Jacobs

Acting Clerk Commissioner Kashem

Clerk Commissioner Hodgkins

Vice Mayor Morrisette

Mayor Mohammed

18. ANNOUNCEMENTS

18.1.

Planning and Zoning Meeting, Thursday November 7, 2024 at 6:30 PM

Special Magistrate Hearing, Wednesday, November 20th 2024 at

9:00AM

Workshop Commission Meeting, **Monday, December 2, 2024 at at 7:00**

PM

Regular Commission Meeting, Wednesday, December 11, 2024 at

7:00PM

CALENDAR OF EVENTS

Thanksgiving Giveaway, Monday, November 25, 2024 from 4Pm to 8PM

Toy Giveaway,

19. 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.

Suzi Reutlinger
Acting Town Clerk

Regular Commission Meeting

November 6, 2024



INVOICE

Invoice No: **24123-001**
Date: 30-Jun-2024

TO: **Town of Pembroke Park**
3150 SW 52nd Avenue
Pembroke Park, FL 33023

RE: **Parks Master Plan - PO#306035 Vendor#51260 Glacct#001-570572-520900-00-0000**

ATTENTION: ATTN: Parks Department

On behalf of THE BETAJONES GROUP, INC., I would like to thank you for the opportunity to provide Professional Services on this project. If you have any questions regarding this invoice, please feel free to contact me.

Cordially,

Luis A. Betalleluz, P.E.
Principal
business line: 786.284.8828
direct phone: 786.564.6276
fax (toll free): 866.312.8730
email: luis@betajones.com

NOTE: This invoice represents the Consultant's costs and services provided through June 30, 2024
Payment is due per the terms and conditions of the Agreement for Professional Services

TASK	DESCRIPTION	CONTRACT AMOUNT	Pct Complete (%)	COST TO-DATE	TOTAL PAYMENTS RECEIVED	CURRENT AMOUNT DUE
1	Site Data Research	\$30,500.00	67.0%	\$20,435.00		\$20,435.00
2	Parks Master Plan	\$65,000.00	33.0%	\$21,450.00		\$21,450.00
3	Graphical Features	\$25,000.00	33.0%	\$8,250.00		\$8,250.00
4	Engineering Opinion of Probable Costs and Proposed Phased Timeline	\$17,500.00	33.0%	\$5,775.00		\$5,775.00
5	Report Reproduction	\$35,000.00				
6	Meetings, Site Visits, and Coordination	\$15,500.00	33.0%	\$5,115.00		\$5,115.00
TOTALS =		\$188,500.00	32.4%	\$61,025.00		\$61,025.00

801 Brickell Avenue, Suite 800, Miami, Florida 33131



April 3, 2024

Town of Pembroke Park
ATTN: Mayor Ashira Mohammed
ATTN: Vice-Mayor Eric Morrisette
ATTN: Mr. Geoffrey Jacobs, Commissioner
ATTN: Mr. William R. Hodgins, Clerk Commissioner
ATTN: Ms. Musfika Kashem, Acting Clerk Commissioner
CO: Mr. Aleem Ghany, P.E. Town Manager
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

**Re: Proposal for Professional Services
Town of Pembroke Park: 2024 Pembroke Park - Parks Master Plan**

Mayor Mohammed, Esteemed Commissioners, Mr. Ghany,

Thank you for the opportunity to submit the attached Proposal for Professional Services to design, coordinate and assist with development of the 2024 Parks Master Plan for the Town of Pembroke Park.

The attached Proposal outlines the services which The BetaJones Group proposes to provide for this Project. If, at any time prior to signing the Proposal, you would like to insert some additional services or reduce the scope of any service described in this Proposal, please notify me in writing (via letter or email); and I will take the necessary steps to revise the Proposal.

Also, please note that The BetaJones Group, Inc. is connected with an established network of Professionals who provide extended services which cover the entire spectrum of Land Development from Planning and Architecture Services to Surveying and Landscape Architecture services. If you need the services of these Professionals, please don't hesitate to contact me; and I can either bring that Professional to you or put you in touch with them.

Cordially,

Luis A. Betalleluz, P.E.

Principal

business line: 786.284.8828

direct phone: 786.564.6276

fax (toll free): 866.312.8730

email: Luis@betajones.com

daj/LAB
attachments

801 Brickell Avenue · Suite 900 · Miami, Florida 33131



The BetaJones Group, Inc. combines the experience of individuals who have worked in virtually every aspect of Site / Civil Design, Development, and Permitting across the entire state of Florida, the Southeastern United States, and the Caribbean. The firm's "**Expediting Development**" attitude signifies the importance of efficiency by completing projects on schedule and within budget.

EXPERTISE:



- Site Plan Layouts
- Planning and Zoning
- Feasibility and Due Diligence Studies
- Water, Sewer, & Storm Drain System Design
- Engineering Studies and Inspections
- NPDES Monitoring and Reporting
- L.E.E.D. Certification
- Grading and Floodplain Analysis
- Stormwater Management System Design
- Stormwater Pollution Prevention Plans
- Urban Stormwater Management Plans
- Permitting and Agency Coordination
- Earthwork and Construction Cost Estimates
- Peer Review and Value Engineering Analysis
- Contract Administration
- Construction Observation

*For a more complete list of our services,
visit us on the web at www.betajones.com*

EXPERIENCE:

- Single-Family Homes
- Multi-Family Units
- Residential Subdivisions
- Retail Centers
- Shopping Malls
- Restaurants
- Medical Buildings
- Office Complexes
- Industrial Centers
- Schools
- Universities
- Country Clubs
- Golf Courses
- Resorts
- Theme Parks



As land development issues become more complex, costly, and time-consuming; the need for rapid resolution of problems as well as the desire to be confident in the quality of the end product means that an efficient, responsive **Civil Engineering Firm** with knowledge, experience, and talent needs to be introduced in order to assist Clients in reaching their goals. Let us show you how this combination of skill and expertise can progress your projects further, faster, and more effectively.



T H E
B E T A
J O N E S
G R O U P

A CIVIL ENGINEERING FIRM
EXPEDITING DEVELOPMENT
801 BRICKELL AVENUE
SUITE 800
MIAMI, FL 33131
A FLORIDA CORPORATION
CERT. OF AUTH. NO: 27431

Luis A. Betalleluz, P.E., LEED A.P.
President / Project Manager

Graduate of the University of Florida's College of Engineering and President of The BetaJones Group, Mr. Betalleluz provides leadership, professional business ethic, as well as technical expertise in managing, designing, permitting, coordinating, inspecting, and reviewing Civil Engineering Projects. He is a former the Chair of the Builders Association of South Florida's Green Building Council and Environmental Code Committees; and a member of the American Society of Civil Engineers, Builders Association of North Central Florida, American Water Resources Association, Environment and Water Resources Institute, and Transportation and Development Institute. In 2009 and 2010 Mr. Betalleluz was selected by the National Home Builders Association to Judge the best communities built in Florida at the Florida Parade of Homes. In his early profession, Mr. Betalleluz worked for the **White House** Advance Team under President William Jefferson Clinton.

Mr. Betalleluz's civil engineering experience expands across the state of Florida and the Caribbean in both the public and private sectors. His areas of expertise include: project management, comprehensive permitting, site planning, stormwater management facility design, utility transmission system design, grading plan design, hydraulic studies, and LEED certification. His experience includes the planning and design of hydrologic restoration, mitigation projects, new development, renovations, commercial, residential, industrial, and municipal sites. He has performed site-civil services on major projects such as: large residential subdivisions, residential condominiums/buildings, site rehabilitation, commercial centers, industrial parks, mixed-use sites, college campus additions, and roadways.

Mr. Betalleluz also brings specialized services such as extensive experience in the FDEP NPDES Program for Industrial and Construction Activities. Additional expertise in erosion & sedimentation control design & inspection, including Stormwater Pollution Prevention Plans (SWPPP), Cost-Benefit analyses, and construction estimates.

Mr. Luis A. Betalleluz, Licensed Professional Engineer is the Project Manager and Lead Civil Engineer of Record on this Project. With over 20 years of professional experience working throughout the entire state Florida, including some of related professional specialties applicable to this project: Regional Parks, College Campus Improvements, School Board Projects, Community Centers, Playground Areas, Artificial Turf Sport Fields, Athletic Centers, Certified Olympic Track and Field Stadiums, Biking and Walking Trails, and Cost Benefit Analysis. This List make him an expert in engineering design for each specific aspect that is needed for Park and Sports Recreation Projects.

Some of Mr. Betalleluz's designs also have won national park awards, Project of the Year Nominations, amongst many years of design experience.

PROFESSIONAL REGISTRATIONS AND CERTIFICATIONS

- ■ Florida Registered Professional Engineer # 65892
- ■ LEED Accredited Professional – New Construction – USGBC
- ■ AdICPR Stormwater Modeling - Advanced Training Program Certification
- ■ Certified NPDES Erosion Control Mgmt. Inspector – FDEP
- ■ Certified for Maintenance of Traffic (MOT) Plan Design - ATSSA
- ■ Certified in Sales Engineering – University of Florida

EDUCATION

- ■ B.S. Civil Engineering – University of Florida
- ■ Minor in Business Administration – University of Florida

PROFESSIONAL EXPERIENCE

- The BetaJones Group, Inc. –Miami, Florida - Present
 - President
- Langan Engineering and Environmental Services - Miami, Florida - Past
 - Site-Civil Engineering Department Manager - Miami Office
- Water & Air Research, Inc. - Gainesville, Florida - Past
 - Civil/Land Development Engineer
 - Engineer Technician
- Peter Kiewit Sons' Inc./ Gilbert Southern Corp. - Ft. Lauderdale, Florida - Past
 - Civil Engineer

PROFESSIONAL SERVICE AREAS

- Site Plan Design
 - Property Condition Assessments
 - Due Diligence
 - Conceptual Layout
 - Final Site Plan
- Site-Civil Engineering Design & Permitting
 - Green Building Design
 - Stormwater Management Facilities
 - Paving, Grading, and Drainage
 - Utility Transmission Systems
 - Maintenance of Traffic (MOT) Design
 - Waste Management Master Plans
- Erosion and Sedimentation Control Plans
 - NPDES permitting and inspections
 - Stormwater Pollution Prevention Plans
- Industrial activity control reports
- Construction activity reports
- Floodplain Studies
 - Floodplain limit analysis
 - F.E.M.A. Floodplain Certifications
- Construction Engineering Administration
 - Construction Estimates
 - Cost-Benefit Analysis
 - As-Built Certifications
- Hydrologic Restoration
 - Historical site analysis
 - Watershed delineation
 - Groundwater Modeling
 - Mitigation Planning and Design
- LEED Accredited Professional
- Design-Build

RELATED PROJECT EXPERIENCE

- Tropical Park Track & Field/ Football/ Soccer/and Lacrosse Stadium
 - Design and Permitting to upgrade the Tropical Park Track and Field Sports Stadium to include a USATF and IAAF Certified Olympic Track & Field Events Area and an NCAA Certified Artificial Turf Sports Field for Football, Soccer and Lacrosse. with additional site improvements.
 - Miami-Dade County, Florida
- Zoo Miami Florida Exhibit & Park Entrance
 - Complete Value Engineering Analysis and Design Review of Proposed Renovation of Zoo Miami.
 - Miami, Miami-Dade County, Florida
- Santa Fe Community College – Pond A
 - Design and Permitting of 20-Acre Master Stormwater Plan.
 - NPDES Construction Activity Report
 - Stormwater Pollution Prevention Plan
 - Gainesville, Alachua County, Florida
- Miami-Dade County Youth-Fair and Exposition - Sanitary Sewer Evaluation
 - Engineering Study, detailed analysis, and rehabilitation of the existing fairground's 40-year old sanitary sewer system including over 5-Miles of pipe, pump station, sewer laterals, mains, manholes, and cleanouts.
 - Miami-Dade County, Florida
- West Kendall District Park - Phase 1
 - Prime Consultant: Master Plan and engineering design for the development of 155 Acres of existing agricultural land into a new state of the art Park and Recreational Facility.
 - Miami-Dade County, Florida
- Florida Fish & Wildlife CC - Royce Unit
 - 2,700 Acre Hydrologic Study and Hydraulic Restoration Project
 - Highlands County, Florida

■ ■ **North Glade Park Community Center**

- Civil and Structural Design and Permitting of an 4 Acre MDPROS Park Improvement Project in Carol City. Improvements include the modernization of the Park Clubhouse, design of the park basketball courts, parking, drainage, and other infrastructure improvements throughout the park.
- **Silver LEED Certification** – Goal
- Miami-Dade County, Florida

■ ■ **Deering Bay Country Club
(www.dbycc.com)**

- 70-acre Golf Course Redesign Project and conversion into an Arnold Palmer Signature Course. Improvements include Grading and Drainage Rehabilitation of the property.
- Coral Gables, Miami-Dade, Florida

■ ■ **Biscayne Gardens Elementary**

- School Renovation Project
- Design, modeling, and permitting of infrastructure improvements for school including basketball courts and children's play areas
- North Miami, Miami-Dade, Florida

■ ■ **Pinecrest Gardens ADA Walkway**

- Design and permitting of over 2.5 miles of this Botanical Garden's Walking Trails to comply with Florida ADA Code. Design included extensive grading and complicated phasing of the project to avoid destruction of existing botanical plant life adjacent to walking trails.
- Pinecrest, Miami-Dade County, Florida

■ ■ **Broward County Schools Improvements**

- Site Fire Suppression System Modernization to Old School Buildings in Multiple Schools
- Broward County, Florida

■ ■ **Live Like Bella Park**

- Civil and Structural Design and Permitting of an 8.6 Acre MDPROS Park Improvement Project near Homestead. Improvements include the modernization of the Park Clubhouse, covered loggia, additional clubhouse building, and site infrastructure improvements throughout the park.

- **Silver LEED Certification** – Goal
- Miami-Dade County, Florida

■ ■ **St. Thomas University NCAA Sport Field/
Football/ Soccer/and Lacrosse Stadium**

- Design and Permitting for the development of a new NCAA Certified Sports Stadium to include an NCAA Certified Artificial Turf Sports Field for Football, Soccer and Lacrosse. with additional site improvements.
- Miami-Dade County, Florida

■ ■ **Pinto's Farm Zoo and Recreational Park
Development Project**

- Design and permitting of water and sewer utilities for a 15-acre agricultural site and farmers market including a potable water well, primary and secondary septic treatment units.
- Miami-Dade County, Florida

■ ■ **Pinto's Farm Land Site Assessment**

- Engineering property assessment to assist the client in the land development, property selection process. The study focused on the current property parameters, constrains, and the feasibility of future development of several properties.
- Miami-Dade County, Florida

■ ■ **Miami Metro Zoo Amphitheatre**

- Renovation of site, drainage, and utilities Zoo main amphitheatre

■ ■ **Haile Plantation Historical Estate**

- Design, modeling, and permitting of site improvements, drainage, and utilities for the 20-acre project. Included the design of museum parking areas, gift shop building with associated infrastructure and drainage repairs for the historical site..
- Kanapaha, Alahua County, Florida

ADDITIONAL PROJECT EXPERIENCE

- ■ **Miami Beach, Bay Road Drainage Improvements**
 - Design and permitting for the design-build of a roadway and major drainage improvements project throughout Bay Road. Including stormwater planning, production of a Master Drainage Plan with the ICPR modeling program.
 - Miami Beach, Miami-Dade County, Florida
- ■ **Santa Maria Golf and Country Club**
 - 700-acre Mixed-Use Project including Retail Center, High and Low Density Residential Areas, Country Club, Banquet Hall, and Jack Nicklaus Signature Golf Course.
 - Panama City, Panama
- ■ **Rio Fajardo (Fajardo River) Mitigation Plan**
 - Hydraulic Study, Mangrove Restoration, Plan for a 85-Acre site near Punta Fajardo, Puerto Rico.
 - Designed and permitted for the U.S. Army Corps of Engineers
- ■ **Miami-Dade Transit Busway Improvements**
 - Design and Permitting of bus stop improvements for ADA compatibility on over 200 bus shelter sites in 12 different Municipalities in Miami-Dade.
 - Doral, Homestead, North Miami, North Miami Beach, Florida City, El Portal, Miami Lakes, Miami Gardens, Surfside, Medley, Opa-Locka, Bay Harbor Islands, Miami-Dade, Florida
- ■ **Miami Free Zone Expansion**

Design, modeling, and permitting of site addition, drainage, and utility improvements, including a 7-Story Parking Garage, Office Building, and parking lot redesign to accommodate standard and oversized vehicle
- ■ **North Miami Bus Shelter and Bus Hub**
 - Design and Permitting of bus stop improvements for ADA compability on over 26 bus shelter sites within the City of North Miami plus the construction of the North Miami Bus Hub by City Hall.
 - North Miami, Miami-Dade, Florida
- ■ **Wynwood Neighborhood Service Center**
 - Government Building site renovation and neighborhood re-development, design, modeling, and permitting of site, accessibility, parking, drainage, community connectivity and utilities for the expansion of Miami's Design District
 - **Silver LEED Certification – Goal**
 - Miami, Miami-Dade County, Florida
- ■ **Dezer/Trump Development Group - Exotic Car Museum**

Property Conditions Assessment Report

 - Engineering Site and Structural Assessment of an existing abandoned gas station for site conversion into car museum, including the identification of development and improvement options
 - North Miami Beach, Miami-Dade County, Florida
 - capacity on a 32- Acre Warehouse Secured Site.
 - Doral, Miami-Dade, Florida
- ■ **Dollar General Franchise Store**
 - Design, modeling, and permitting of site, drainage, and utilities
 - Levy County, Florida
- ■ **I-95 & Pembroke Road Pump Station**
 - Design-Build of 2.5 mile master drainage pipeline and pump station project, including micro tunneling under I-95, trenching and boring under major arterial roadways.
 - Hallandale + Pembroke + Hollywood, Broward County, Florida
- ■ **Seminole - Big Cypress Cemetery**
 - Site improvements and hydrological study for a cemetery expansion, design, modeling, and permitting of site, drainage, and utilities for the Seminole Tribe of Florida.
 - Hendry County, Florida
- ■ **MIA Fumigation Facility**
 - Design, modeling, and permitting of site, parking, and utility improvements for a proposed Miami International Airport fumigation storage facility located at the SW corner of the MIA property.
 - Miami-Dade County, Florida

- ■ **SJRCC Performing Arts Center**
 - Design, modeling, and permitting of site, drainage, and utilities St. John River Community College Arts Center
 - Middleburg, Clay County, Florida
- ■ **Goodwill Industrial Laundry Facility**
 - Design, permitting, and construction management of an industrial water well system, gravity and pressured sewer systems to serve a major industrial laundry facility.
 - Miami-Dade County, Florida
- ■ **Border Patrol Detainee Center**
 - Design, modeling, and permitting of site, drainage, and utilities for the Department of Homeland Security on a 4.3 acre wetland. Project included major drainage design and permitting with the U.S. Corps of Engineers.
 - NPDES Construction Activity Report
 - Stormwater Pollution Prevention Plan
 - Dania Beach, Broward County, Florida
- ■ **Alhambra West – LEED Certification**
 - Production of a Waste Management Master Plan of a 14-story office building to acquire Gold Certification through the Leadership in Energy and Environmental Design (LEED) Green Building Rating System as set forth by the United States Green Building Council (USGBC)
 - **Gold LEED Certification**
 - Coral Gables, Miami-Dade County, Florida
- ■ **Department of Military Affairs Miramar Military Base Training Facilities**
 - Design and permitting of military training building addition including site, utility, and, drainage improvements. Permitting through the Department of Military Affairs, City of Miramar.
 - Miramar, Broward County, Florida
- ■ **Seminole Tribe - Hollywood Security Access**
 - Design of new security perimeter, including gates, fencing, barriers, and guard houses in the residential area of the reservation.
 - Hollywood Seminole Indian Reservation, Broward County, Florida
- ■ **Seminole Native Learning Center**
 - Building conversion and site re-development, design, modeling, and permitting of site, parking, drainage, and utilities of an existing commercial bldg. for The Seminole Tribe of Florida
 - **Gold LEED Certification** – in progress
 - Hollywood, Broward County, Florida
- ■ **Miami Cargo Park**
 - Design, modeling, and permitting of site parking additions, drainage, and utility improvements, including implementation of sustainable products such as permeable asphalt design for a 23-acre, 600,000 SF, Warehouse and UPS distribution Facility.
 - Doral, Miami-Dade County, Florida
- ■ **Robert M. Ballard Armory Expansion**
 - Site Improvements, including drainage renovations and utility upgrades of an existing Military Building for the Department of Military Affairs
 - Miami, Miami-Dade County, Florida
- ■ **Ensenada Condominiums - 40-Year Recertification Project**
 - Professional Engineering Inspections, Design Improvements, and Construction Administration of the Structural and life Safety Systems of 2-40-Year old, 8-story buildings with 276 unit res. community on an 8-Acre Site
 - Aventura, Miami-Dade, Florida
- ■ **Marina Del Ray Homes**
 - Design, modeling, and permitting of site, accessibility, drainage, and utilities for a 100-Unit Multi-Family Subdivision, 55+ Community
 - Beverly Hills, Citrus County, Florida
- ■ **Promenade at Coconut Creek**
 - Design, modeling, and permitting of site, drainage, and utilities for a Mainstreet Development Mix-use condo, office, and retail lifestyle center
 - **LEED Certification**
 - Coconut Creek, Broward, Florida
- ■ **Karanda I Village Foundation Stabilization**
 - Design and Permitting of Erosion and Sedimentation Control and Foundation Stabilization for a 30-Acre Residential Subdivision.
 - Coconut Creek, Broward, Florida

- ■ **Cycle World Office/Retail Site Renovation**
 - Building conversion from a church to office and retail and site re-development, design, and permitting of site, parking, drainage, and utilities of an existing commercial bldg.
 - Miami-Dade County, Florida
- ■ **Golden Lakes Village Association - Roofing Rehabilitation Project**
 - Design of Roofing Rehabilitation for a 315-acre, 182 multi-family townhome residential subdivision. Including detailed engineering specifications, evaluations and final certification.
 - West Palm Beach, Palm Beach County, Florida
- ■ **Karanda I Village Site Rehabilitation**
 - Design and Permitting of Asphalt Rehabilitation improvements for a 30-Acre Residential Subdivision
 - Coconut Creek, Broward, Florida
- ■ **Seminole - Big Cypress Family Services**
 - Design of parking lot, utility, stormwater system, and grading improvements for Foster Care Facility.
 - Big Cypress Seminole Indian Reservation
- ■ **Seminole Tribe - Ft. Pierce Security Access**
 - Design of new security perimeter, including gates, fencing, barriers, and guard houses in the residential area of the reservation.
 - Ft. Pierce, St. Lucie County, Florida
- ■ **Kanapaha Station**
 - Design, modeling, and permitting of site, drainage, and utilities for a 3-Acre Strip Mall
 - NPDES Construction Activity Report
 - Alachua County, Florida
- ■ **Karanda I Village Reserve Study & Engineering Estimates**
 - Engineering Estimates for a 30-Acre Residential Subdivision's master improvement and rehabilitation plan
 - Coconut Creek, Broward, Florida
- ■ **Montclair Oaks Multi-Family Subdivision**
 - Design, modeling, and permitting of site, drainage, and utilities for a 100-Unit Multi-Family Subdivision
 - Lake County, Florida

- ■ **Southern Mills Business Park**
 - NPDES Construction Activity Report
 - Stormwater Pollution Prevention Plan
 - Palm Beach County, Florida
- ■ **Wachovia Center-Tampa-LEED Certification**
 - Production of a Waste Management Master Plan of a 22-story office building with associated parking garage to acquire Gold Certification through the Leadership in Energy and Environmental Design (LEED) Green Building Rating System as set forth by the United States Green Building Council (USGBC)
 - **Gold LEED Certification** – in progress
 - Tampa, Hillsborough County, Florida
- ■ **Alhambra Plaza – LEED Certification**
 - Production of a Waste Management Master Plan of a 14-story office building to acquire Gold Certification through the Leadership in Energy and Environmental Design (LEED) Green Building Rating System as set forth by the United States Green Building Council (USGBC)
 - **Gold LEED Certification** – in progress
 - Coral Gables, Miami-Dade County, Florida
- ■ **Neuhut Commercial Property**
 - Building Additions & Improvement Project
 - Bay Harbor Islands, Miami-Dade, Florida
- ■ **Avila Condominium Capital Improvements**
 - Design, modeling, and permitting of site, parking, drainage, and sewer to rehabilitate a 40-year old, 4, 4-story buildings, 360 unit residential 55+ community on a 10-acre site.
 - Sunny Isles Beach, Miami-Dade, Florida
- ■ **Datran Center 1 and 2 – LEED Certification**
 - Production of a Waste Management Master Plan of 2- 21-story office buildings to acquire Gold Certification through the Leadership in Energy and Environmental Design (LEED) Green Building Rating System as set forth by the United States Green Building Council (USGBC)
 - **Gold LEED Certification** – in progress
 - Miami-Dade County, Florida

■ ■ **450 Las Olas Blvd. - LEED Certification**

- Production of a Water Management Master Plan of an 15-story mix-use office-residential-retail building to acquire Gold Certification through the Leadership in Energy and Environmental Design (LEED) Green Building Rating System as set forth by the United States Green Building Council (USGBC)
- **Gold LEED Certification**
- Miami, Miami-Dade County, Florida

■ ■ **MIA Midfield Phase III**

- Worked on the master takeoff which included pavement rehabilitation, construction of utilities (water, sewer, and drainage), demolition of buildings, clearing & grubbing, and removal of miscellaneous items (airport lights, , bldg. equipment, etc). Served as estimating engineer.
- Miami-Dade County, Florida

■ ■ **The Columbus Center – LEED Certification**

- Production of a Waste Management Master Plan of a 14-story office building on a 3-acre site to acquire Gold Certification through the Leadership in Energy and Environmental Design (LEED) Green Building Rating System as set forth by the United States Green Building Council (USGBC)
- **Gold LEED Certification** – in progress
- Coral Gables, Miami-Dade County, Florida

■ ■ **350 Las Olas Blvd. - LEED Certification**

- Production of a Water Management Master Plan of an 18-story mix-use office-residential-retail building to acquire Gold Certification through the Leadership in Energy and Environmental Design (LEED) Green Building Rating System as set forth by the United States Green Building Council (USGBC)
- **Gold LEED Certification**
- Miami, Miami-Dade County, Florida

■ ■ **GMAIR Warehouse - Engineering Study**

- Comprehensive engineering analysis of an industrial office/warehouse. Including coordination with regulatory agencies to assist in large scale code

compliance improvements and building rehabilitation.

- Doral, Miami-Dade County, Florida

■ ■ **26 Star Island Residency - Interior and Exterior Railing Systems**

- Structural design, certification and permitting of a luxury hand rail system and gated entrance for a high-end residential estate.
- Star Island, Miami Beach, Miami-Dade County, Florida

■ ■ **1 Brickell Square – LEED Certification**

- Production of a Waste Management Master Plan of a 26-story office building to acquire Gold Certification through the Leadership in Energy and Environmental Design (LEED) Green Building Rating System as set forth by the United States Green Building Council (USGBC)
- **Gold LEED Certification** – in progress
- Miami, Miami-Dade County, Florida

■ ■ **Isaia Property Drainage Improvements**

- Design and permitting of a stormwater management system and landscape irrigation system. Including design of a stormwater drainage well, design of a cistern, and associated infrastructure for irrigation purposes.
- Coconut Grove, Miami-Dade County, Florida

■ ■ **Homestead Air Force Base Armory Expansion**

- Site Improvements, including drainage renovations and utility upgrades of an existing Military Building for the Department of Military Affairs
- Miami, Miami-Dade County, Florida

■ ■ **The Sheldon Hotel – Property Conditions Assessment Report**

- Engineering Site and Structural Assessment of an existing 1943 beachfront hotel along the Hollywood Beach historic boardwalk, including the identification of ADA updates and community connectivity improvements
- Hollywood Beach, Broward County, Florida

■ ■ **280 South Parkway - Seawall Inspections**

- Site Investigation and production of a detailed engineering report on the conditions of an existing inter-coastal

seawall. Including, historical permitting information, seawall component conditions and repair work recommendations

- Golden Beach, Miami-Dade County, Florida

■ ■ **NW Industrial Properties - Site Improvements**

- Design and permitting of a recycled asphalt and gravel parking area in the vicinity of a designated contaminated zone. Including production of a stormwater management system and associated infrastructure.
- Miami-Dade County, Florida

■ ■ **APAC Asphalt SE Plant**

- NPDES Industrial Activity Report
- NPDES Construction Activity Report
- Stormwater Pollution Prevention Plan
- Gainesville, Alachua County, Florida

■ ■ **Kendall-Tamiami Airport Hangars**

- Design and Construction of 2 extra large hangars with driveway, taxiway, reinforced foundation design, with associated parking, utilities, and other infrastructure at Kendall-Tamiami Executive Airport. Served as Project Engineer throughout the Design and Construction of the project.
- Silver LEED Certification
- Miami-Dade County, Florida

■ ■ **Opa Locka Airport - Fire-Rescue Heliport**

- Design, modeling, and permitting of the Miami-Dade County's Fire Rescue Station No. 25 Heliport with associated infrastructure within the Opa-Locka Airport.
- Miami-Dade County, Florida

■ ■ **O'Riley Stores - Sanitary Sewer Evaluation**

- Engineering Study, detailed analysis, and rehabilitation of an existing commercial property's sanitary sewer system including pump station, and cleanouts.
- Miami-Dade County, Florida

■ ■ **MIA Westside Fuel Tender Facilities**

- Construction of the Westside Fueling Facilities with associated parking, access roads, utilities and other infrastructure at Miami International Airport. Served as the Office Engineer throughout the Construction of the project.
- Miami-Dade County, Florida



November 27, 2021
VIA EMAIL AND USPS

Town of Pembroke Park
ATTN: Mayor Ashira Mohammed
ATTN: Vice-Mayor Eric Morrisette
ATTN: Mr. Geoffrey Jacobs, Commissioner
ATTN: Mr. William R. Hodgins, Clerk Commissioner
ATTN: Ms. Musfika Kashem, Acting Clerk Commissioner
CO: Mr. Aleem Ghany, P.E. Town Manager
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

Re: Proposal for Professional Services
Town of Pembroke Park: 2024 Pembroke Park - Parks Master Plan
The BetaJones Group, Inc. Proposal No. 24123

Mayor Mohammed, Esteemed Commissioners, Mr. Ghany,

The BetaJones Group, Inc. (herein, known as the Consultant) is pleased to submit this proposal to the Town of Pembroke Park (herein, known as the Client) for professional engineering services to design, coordinate and assist with development of the 2024 Parks Master Plan for the Town of Pembroke Park (herein, known as the Project).

PROJECT DESCRIPTION

On May 15, 2022, the Town of Pembroke Park contracted The BetaJones Group under a CCNA Civil Engineering Consultant Services Contract.

On March 27, 2024, the Client contacted the Consultant describing the project scope. The Town of Pembroke Park seeks to obtain a Parks Master Plan for the Town. Currently the Town has 2 Parks:

1. Raymond P. Oglesby Preserve – Approximately 18.75 Acres located at 3115 SW 52nd Avenue, Pembroke Park Florida 33023.
 - a. Planned Improvement – Add an Amphitheatre
 - b. Planned Improvement – Replacement of the Tot's Lot
 - c. Planned Improvement – Renovation or Demo and Build of the Public Works / Parks Building at the Entrance
 - d. Planned Improvement – Add an Splash Pad
 - e. Planned Improvement – Keep the Plant Nursery
 - f. Planned Improvement – Highlight of the Memorial Area
 - g. Other Improvements to be discussed with the town.
2. Howard P. Clark Sr. Linear Park – located at 2901 SW 25th Street, Pembroke Park FL 33009
 - a. A Secondary Strip of this Park is located along a lake within the residential neighborhood on the west side of SW 31st Place just north of SW 25th Street
 - b. Planned Improvement – Demolition of the Existing Bathroom Building's Area
 - c. Planned Improvement – Add a small Government Office Meeting Area / Building
 - d. Other Improvements to be discussed with the town.

Client Initials
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4/3/2024

Proposal-24123.docx

801 Brickell Avenue · Suite 800 · Miami, Florida 33131

As per discussions with the Town, the scope will focus on a Parks Master Plan to create the following goals:

1. Parks Master Plan to show a conceptual layout of the agreed upon improvements set forth by the Town's Commission.
 - a. Graphics of All Planned and Optional Improvements
 - b. General Site Plan Investigations to determine infrastructure Improvements and/or Obstacles
 - c. Site Development General Requirements arising out of Park Improvements (i.e. Parking, Bathrooms, drainage, building elevations, infrastructure improvements)
2. Parks Master Plan Report to include.
 - a. An Introduction Section
 - i. Town's History
 - ii. Parks' History
 - b. Parks' Existing Conditions and Amenities
 - c. The Town's Vision
 - d. The Town's Planned Vision of Each Park
 - e. Parks' Proposed Improvements
 - f. Engineer's Opinion of Probable Costs
 - g. Phased Construction and Estimated Probable Design, Permitting, and Construction Timelines

NOTE: The Parks Master Plan will not be finalized Engineering Construction Plans and, therefore Construction Documents are not included in this proposal.

SCOPE OF SERVICES

The following tasks outline the services that the Consultant proposes to provide under this proposal.

Task 1 – Site Data Research

The Consultant shall identify regulatory criteria, engineering principles, and jurisdictional agencies applicable to the site, with respect to Site development of improvements coordinated with the Client including the following items:

- Stormwater Management – investigations to establish drainage permit requirements. Review of the floor elevation criteria, drainage system suitability, drainage criteria, topographical features, and soil survey constraints.
- Public Utilities – Existing Utility Asbuilt reviews for determination of conflicts.
- Parking Requirements – Coordinate with Town and Jurisdictional Code to determine Parking to be provided.
- Site Plan Data – Review of Zoning Code, available Surveys and provided Easement information as factors and obstacles in planned improvements.
- Environmental Factors – The Consultant shall review Environmental reports provided by the Client to input and determine any additional improvements and obstacles in the course of planned improvements.

Task 2 – Parks Master Plan

The Consultant shall coordinate with the Client and design a general layout of planned improvements. The Consultant shall design estimated adequate drainage improvements to collect, attenuate, and treat surface water runoff from the project Right-of-way. The Design shall incorporate a general layout of expected hardscape and infrastructure improvements included Water, Sewer, Electric, Parking, and Driveways. The design shall be based upon the Boundary / Topographic Survey (to be provided by the Client) and a Tree

Survey (to be provided by the Client). The Master Plan set shall illustrate a layout of proposed site improvements on construction sized drawings to include:

- Cover Sheet
- Park Layout Master Plan – Black and White with Proposed Improvements (2 Options)
- Park Layout Master Plan – Color with Proposed Improvements (2 Options)
- 3D Colored Sketch of Master Plan
- 3D Colored Sketch of Key Improvements points (Refer to Task 3)
- Phased Timeline and Proposed Budget Graphic (Refer to Task 4)

If there are any client revisions to the Plans, after the Consultant has provided Task 2, which cause major revisions or sketch additions to the Plans (as determined by the consultant), an Additional Service shall be provided, under separate cover, to address such changes.

Task 3: Graphical Features

Upon completion of the engineering Plans and Product Selection of Optional Equipment and/or Buildouts by the Client, the Consultant shall prepare 3D Colored Sketches of Key Improvements (up to 18 Sketches), to be included in the report and as supplementary construction sized documents with the Plans included in Task 3 Above.

The fee for this task includes the cost of printing, reproduction, and delivery of the report to the Client, for up to two (2) copies of all materials.

Additional Printing Costs will be billed based on the agreed upon rate and reimbursable schedules on the CCNA

Task 4 – Engineering Opinion of Probable Costs and Proposed Phased Timeline

Engineering Construction Cost Estimate: The Consultant shall provide an Engineer's Opinion of Probable Cost to identify a cost and quantity take-off for all CSI divisions of each type of improvement selected by the Client:

The engineer's Opinion of Probable Cost shall be based on the Master Plans Layout at 50% and 100% plan completion, cost estimate publications, local market availability, and regional price adjustments.

The Consultant shall forward a copy of the Opinion of Probable Cost to the Client for review and approval prior to the commencement of Task 5. If there are any revisions to the Client-approved Design, after commencement of task 5, which cause major revisions to the Tasks 1-4 (as determined by the Consultant), an Additional Service will be provided, under separate cover, to address these changes.

The Consultant shall also provide a proposed phased schedule based on professional experience with permitting agencies, design schedules, as well as proposed distribution of a phased budget as coordinated and determined by the Client.

Task 5: Report Reproduction

Upon completion of the engineering research, Master Plan and Graphics the Consultant shall prepare a Master Plan Report which will summarize the methodology and findings of items identified in Tasks 1-4. The report will include the following sections:

1. An Introduction Section
 - a. Town's History
 - b. Parks' History
2. Parks' Existing Conditions and Amenities
3. The Town's Vision

4. The Town's Planned Vision of Each Park
5. Parks' Proposed Improvements
6. Engineer's Opinion of Probable Costs
7. Phased Construction and Estimated Probable Design, Permitting, and Construction Timelines

1. Deliverables included in this task for this study will be as follows:
 - a. A Master Plans Report
 - b. Master Plans Construction Sized Plans

The fee for this task includes the cost of printing, reproduction, and delivery of the report to the Client, for up to two (2) copies of all materials.

Additional Printing Costs will be billed based on the agreed upon rate and reimbursable schedules on the CCNA

Task 6 – Meetings, Site Visits and Coordination

The Consultant shall meet and coordinate with the Client and other project Team members, and jurisdictional agencies, as required, in order to complete Tasks 1 through 5. These meetings may be conducted at the Owner's offices, the Client's offices, or in the vicinity of the project site; and the fee for this task includes the cost of travel to such meetings as well as the cost of transmittals and communications (emails, phone conferences, faxes) between the Consultant and the parties mentioned above in order to complete this task.

COST OF SERVICES

Task	Description	Basis of Fee	Cost
1	Site Data Research	Lump Sum	\$ 30,500.00
2	Parks Master Plan	Lump Sum	\$ 65,000.00
3	Graphical Features	Lump Sum	\$ 25,000.00
4	Engineering Opinion of Probable Costs and Proposed Phased Timeline	Lump Sum	\$ 17,500.00
5	Report Reproduction	Lump Sum	\$ 35,000.00
6	Meetings, Site Visits and Coordination	Lump Sum	\$ 15,500.00
		Total:	\$ 188,500.00

STIPULATIONS AND EXCLUSIONS:

The following services are not part of this proposal, but can be provided, if necessary, under a separate proposal upon written request by the Client:

- Verification of Zoning compliance
- Construction Documents
- Permitting
- Design and Construction Level Construction Documents
- Bringing any portion outside or inside project limits up to code compliance outside of the limits of scope.
- ADA Compliance
- FDOT Permitting
- Construction
- Road Rehabilitation, Redesign, major regrading
- Sanitary Sewer or Water Main Improvements
- Survey and Platting
- Earthwork Balance Analysis
- Tree Species Surveying and/or Platting
- Fire Flow Testing and Private Underground Utility Locating (other than 811)
- Environmental Consulting and Wetland Delineation
- Archeological Investigation(s), Hydrogeologic and Aquifer Recharge Report(s)
- Architectural Design (building façades, roofing material(s), foundation design)
- Civil Engineering and All Engineering Design
- Structural, Transportation, Mechanical, Plumbing Engineering, & Traffic Study
- Green / Sustainable Design / LEED Certification
- Electrical Engineering & Photometrics (Lighting) Design
- Pump Station, Force main, Septic, Well, and Holding Tank Design
- Agency Permitting Fee(s)

This proposal does not include any other services or submittals which are not clearly outlined in this proposal; however, a separate proposal can be provided for additional items upon written request by the Client. Any deviation from the scope of work outlined in this proposal (due to extensive revisions) will be immediately brought to the Client's attention and a separate proposal shall be provided to the Client by the Consultant.

Client Initials
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11/27/2021



Agenda Request

Subject:	Radios for Town
Meeting Date:	10 23 2024 DRAFT WORKSHOP COMMISSION MEETING - Oct 23 2024
Prepared For:	IT Department
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	Approve Radios
Background Information:	I wanted to provide some information about the town's new radio system, which serves as an auxiliary communication system. This will act as a backup to our cell service and covers approximately two-thirds of the state.
Staff Recommendations:	Purchasing system.
Financial Implications:	The total cost of purchasing the equipment is \$24,658.00. The monthly service fee is \$525.00 for all radios. This is a budgeted item..
Alternatives:	

ATTACHMENTS:

[Motorola 042021-MOT Price File](#)

[MSI Authorization Letter - ICE - Pompano](#)

[RFP and Addendums-Public Safety 042021](#)

[Sourcewell-Motorola Contract 042021](#)

[Town or Pembroke Park - 900MhzAirtime21 QT - TPPFL100224](#)

[Town or Pembroke Park - R7-900MhzRadios QT - TPPFL100324](#)

PUBLIC SAFETY		
Product Summary	Catalog Description	Percentage Discount (Off List Price)
Infrastructure	Fire Station Alerting Hardware	10%
Infrastructure	Fire Station Alerting Software	15%
Infrastructure	Radio Base Station Hardware	15%
Infrastructure	Radio Base Station Software	20%
Infrastructure	Master Site ASTRO Hardware	15%
Infrastructure	Master Site ASTRO Software	20%
Infrastructure	Transport Hardware	10%
Infrastructure	Moscad Hardware & Software	10%
Infrastructure	Interoperability Solutions	10%
Infrastructure	Paging Hardware & Software	10%
Infrastructure	Alarm & Control System	10%
Infrastructure	Vehicular Repeaters	10%
Infrastructure	Future Infrastructure Hardware & Software * released after date of contract	10%
Subscribers	All APX Portable Radio Subscriber Device	27%
Subscribers	All APX N Portable Radio Subscriber Device	27%
Subscribers	All APX Mobile Radio Subscriber Device	27%
Subscribers	All APX Desktop Radio Subscriber Device	27%
Subscribers	Flashport Software	20%
Subscribers	Future Mobile and Portable Subscriber Devices * released after date of contract	15%
Subscribers	Standalone Subscriber Accessories	15%
Subscribers	Bundled Subscriber Accessories with Subscriber Devices	27%
Private LTE	LTE Hardware & Software	0%
Private LTE	Broadband Device	0%
Private LTE	NITRO Hardware & Software	0%
Private LTE	NITRO Services	0%
Consoles	Console Hardware & Software	15%
Consoles	Console Accessories	15%
Consoles	Console Service	0%
Avigilon Software & Hardware	Avigilon Software & Hardware	10%
Drop Ship	Backhaul (Microwave, MPLS, etc)	10%
Drop Ship	Distributed Antenna Systems	10%
Drop Ship	Site Equipment	10%
Drop Ship	Buildings & Towers	5%
Drop Ship	Antenna & Line	15%
Drop Ship	Test Equipment	10%
Drop Ship	Computers & Accessories	15%
Drop Ship	Time & Frequency Systems	15%
Drop Ship	Wireless Modems	5%
System Integration & Support Services	ASTRO Maintenance Support Services	0%
System Integration & Support Services	ASTRO Upgrade Support Services	0%
System Integration & Support Services	Motorola Shop Services	0%

System Integration & Support Services	Motorola Engineering Services	0%
System Integration & Support Services	Motorola Subscriber Services	0%
System Integration & Support Services	Motorola Project Management Services	0%
System Integration & Support Services	Motorola Engineering Services	0%
System Integration & Support Services	Site Development Services	0%
System Integration & Support Services	3rd Party Services	0%
System Integration & Support Services	Motorola Security Services	0%
Integrated Hardware & Software	Encryption Hardware & Software	5%
Integrated Hardware & Software	Moto Locator Hardware	0%
Integrated Hardware & Software	Moto Locator Software	10%
Integrated Hardware & Software	Critical Connect Hardware	0%
Integrated Hardware & Software	Critical Connect Software	0%
P25 System Subscriptions	Cirrus Subscription	0%
P25 System Subscriptions	AXS Subscription	0%
P25 System Subscriptions	Asset Management Service	0%
P25 Device Subscriptions	APX Next Application Subscription	0%
Miscellaneous	Any non-catalog equipment	0%
Miscellaneous	Any non-catalog integrated software	0%
Miscellaneous	Any non-catalog service	0%

PROFESSIONAL & COMMERCIAL **

Stated discount % will also be applied to any additional options added to Radio Order

Product Summary	Catalog Description	Fixed Percentage Discount
		(Off List Price)
MOTOTRBO Commercial Radios	BPR40	15%
MOTOTRBO Commercial Radios	CP185	15%
MOTOTRBO Commercial Radios	CP100d	15%
MOTOTRBO Commercial Radios	CP200D / R2	15%
MOTOTRBO Commercial Radios	SL300	15%
MOTOTRBO Commercial Radios	EVX-S24	15%
MOTOTRBO Commercial Radios	CM200D	15%
MOTOTRBO Commercial Radios	CM300D	15%
MOTOTRBO Professional Radios	XPR 3300e	15%
MOTOTRBO Professional Radios	XPR 3500e	15%
MOTOTRBO Professional Radios	SL3500	15%
MOTOTRBO Professional Radios	XPR 7350e	15%
MOTOTRBO Professional Radios	XPR 7550e	15%
MOTOTRBO Professional Radios	XPR 7580e	15%
MOTOTRBO Professional Radios	MOTOTRBO R7	15%
MOTOTRBO Professional Radios	MOTOTRBO ION	15%
MOTOTRBO Professional Radios	XPR 2500	15%
MOTOTRBO Professional Radios	XPR 5350e	15%
MOTOTRBO Professional Radios	XPR 5550e	15%
MOTOTRBO Professional Radios	XPR 5580e	15%
Battery / Accessory Portfolio	MOTOROLA BATTERIES	15%
Battery / Accessory Portfolio	MOTOROLA ACCESSORIES	15%
MOTOTRBO Digital Infrastructure	SLR 1000	10%
MOTOTRBO Digital Infrastructure	SLR 5700	10%
MOTOTRBO Digital Infrastructure	SLR 8000	10%

MOTOTRBO Digital Infrastructure	Capacity Max System Server	10%
Dispatch Console	AVTEC Dispatch Console	10%
Body-Worn Camera	VB400/440	10%
System Integration & Support / Install	System Integration & Support / Install	0%
PTT Subscription Services	TLK100	0%
PTT Subscription Services	TLK150	0%
<i>**All orders placed under this request will be placed only with an approved additional named reseller as an Approved Authorized Motorola Solutions Resellers, (this list is located within Partner Finder search within motorolasolutions.com website), except as agreed to in writing by the Supplier. In no event will the Supplier assume liability for orders placed by a Approved reseller to an end customer under this Addendum.</i>		



April 27th, 2023

Re: Industrial Communications and Electronics

To Whom It May Concern:

Motorola Solutions, Inc. (MSI) is a manufacturer of two-way radios and infrastructure in addition to various other products, with corporate offices located in Chicago, IL. MSI utilizes an extensive network of independent channel partners to provide two way radio product solutions and service to end customers.

Please be advised that Industrial Communications and Electronics located at 350 NW 215th St, Miami, FL 33169, with corporate headquarters at 40 Lone St, Marshfield, MA 02050, is a Motorola Solutions Channel Partner in good standing with MSI. This letter confirms that they are authorized to acquire, sell, warranty and service Motorola-branded products in both the Professional and Commercial Portfolios.

Industrial Communications and Electronics is the only two-way radio carrier with 900 MHz radio coverage throughout the south Florida area.

Should you have any questions, please contact me at 786-858-2622. We appreciate your consideration of Motorola's products and services.

Sincerely,

A handwritten signature in dark ink, appearing to read 'NBacigalupi', with a stylized flourish at the end.

Nick Bacigalupi
Sr. Channel Executive
North America Channel Sales





**RFP #042021
REQUEST FOR PROPOSALS
for
Public Safety Communications Technology and Hardware Solutions**

Proposal Due Date: April 20, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Safety Communications Technology and Hardware Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 20, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	March 2, 2021
Pre-proposal Conference:	March 30, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	April 13, 2021, 4:30 p.m., Central Time
Proposal Due Date:	April 20, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	April 20, 2021, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Public Safety Communications Technology and Hardware Solutions, including communications technology and hardware designed or primarily intended for use by law enforcement, fire/rescue, EMS, and emergency management agencies and personnel, such as:

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- a. Fire or EMS station alerting or paging systems;
 - b. Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:
 - i. Land Mobile Radios (LMR);
 - ii. Satellite communication equipment;
 - iii. Portable and deployable wireless hubs;
 - iv. Mesh networks and mesh radios;
 - v. Routers; and,
 - vi. High Power User Equipment (HPUE) for LTE.
 - c. Airborne, marine, and underwater communication systems; and,
 - d. Services related to the offering of the solutions described in Sections 1. a. – c. above, including installation, training, maintenance, integration, support, and customization.
2. The primary focus of this solicitation is on communications technology and hardware and the related delivery of services. Platform as a Service (PaaS) and integrated software solutions are allowed. However, this solicitation should NOT be construed to include “software-only” solutions.
3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
- a. Unified Communications, Contact Center, and Related Services, Equipment, and Applications (RFP #022719);
 - b. Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories (RFP #080119);
 - c. Technology Catalog Solutions (RFP #081419);
 - d. Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories (RFP #010720);
 - e. Public Sector and Education Administration Software Solutions with Related Services (RFP #090320);
 - f. Fleet Management Technologies with Related Software Solutions (RFP #020221);
 - g. Facility Security Systems, Equipment, and Software with Related Services (RFP #030421); and,
 - h. Public Safety Software (RFP #TBD).

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Participating Entities, however, it is not mandatory or required.

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly

operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$80 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price

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(MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

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Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.

- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and

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- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



3/5/2021

Addendum No. 1

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In RFP Section II. E. Estimated Contract Value & Usage, Sourcewell estimates annual transaction volume for contracts resulting from the RFP at USD \$80 Million, are you able to provide an allocation of estimated volume by equipment types and for Canada?

Answer 1:

The estimated value of all resultant contracts provided in RFP Section II. E. is based on past volumes of similar Sourcewell contracts. It is an estimate only, and no sales or sales volume are guaranteed. There is no separate estimate of Canadian volume or estimates by equipment type.

Question 2:

Will you be selecting only one vendor for each of the items described in the requested equipment, product or services?

Answer 2:

Refer to RFP Section VI. Evaluation and Award for additional detail on award determinations.

Question 3:

Can we have access to the safety standards or the websites where we can get them?

Answer 3:

In the competitive process, Sourcewell will not advise a proposer on the resources or reference materials for preparation of a proposal. It is left to the discretion of each proposer to make that determination.

Question 4:

Is there a preferred list of products or brands that one can assess and propose with our services including along with our installation, integration, maintenance, training, support, and customization services?

Answer 4:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the requested equipment, products or services for this solicitation as described in RFP Section II. B.

Question 5:

What is the location this bid will support?

Answer 5:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on specific locations for our cooperative contract awards. Sourcewell desires the broadest possible selection of equipment, products, and services being proposed for the largest possible cross-section of Sourcewell current and future Participating Entities. Refer to RFP Section I. B. for additional details.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 3/5/2021, is required at the time of proposal submittal.



3/8/2021

Addendum No. 2

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The Sourcewell RFP has been posted on several different web sites, does one have to submit a proposal to each of them separately for the respective territories?

Answer 1:

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

Question 2:

Does this solicitation include mobile data terminals which would be installed inside vehicles as endpoints for communications? Is the LMR equipment and ecosystem, or the satellite communications equipment, for voice only, data only, or both?

Answer 2:

Refer to Addendum 1, Answer 4.

Question 3:

Is this solicitation for the equipment only, or the complete engineering of the system including design, site surveys, installation, testing, etc.?

Answer 3:

Refer to RFP Section II. B. for the complete description of requested equipment, products, or services. "A Proposer may elect to offer a materials-only solution, a turn-

key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Participating Entities, however, it is not mandatory or required. ... Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.”

A proposer is not required to offer all possible items or services within the scope of the solicitation to be considered for award. However, each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 3/8/2021, is required at the time of proposal submittal.



3/25/2021

Addendum No. 3

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following RFP Amendment to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

RFP Amendment:

As a result of the subsequent publication of the solicitation referenced in RFP Subsection II. B. 3. h., the text of the RFP is updated. RFP Subsection II. B. 3. h. is revised to remove "TBD", and to insert the updated solicitation number, which will now read as follows:

* * * *

h. Public Safety Software (RFP #051321)

* * * *

The remainder of the RFP content remains unchanged.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 3/25/2021, is required at the time of proposal submittal.



4/1/2021

Addendum No. 4

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are vendors allowed to name subcontractors/resellers to their proposal if the same subcontractor/reseller is also submitting their own response but with product lines not manufactured by the vendor naming them as a subcontractor/reseller?

Answer 1:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.” It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables.

In addition, each Proposer is required to complete the *Proposer Affidavit and Assurance of Compliance* in Step 3 of the proposal submission process.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 4/1/2021, is required at the time of proposal submittal.



4/5/2021

Addendum No. 5

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Does Sourcewell have a sample submission available to view?

Answer 1:

Sourcewell does not maintain a sample submission on file. Past contracts awarded using the Sourcewell Procurement Portal submission process, which include the proposal questionnaire tables as an attachment, may be viewed on the Sourcewell website (www.sourcewell-mn.gov). To locate a contract, access the Search function at the top of the website homepage and enter the RFP number of the submission of interest. After reaching the selected vendor web page, select the "Contract Documents" button on the left-hand margin of the screen to find the contract link.

Alternatively, awarded contracts may be found on the Sourcewell website using the "Vendors & Contracts" page, located in the "Cooperative Purchasing" drop-down menu in the top margin. [Note, only proposals submitted for or after RFP#052919 utilized the Sourcewell Procurement Portal submission process. (i.e., RFP#MMDDYY)]

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 4/5/2021, is required at the time of proposal submittal.



4/7/2021

Addendum No. 6

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Several of the Questionnaire Tables within the Portal inquire about the government, education, and non-for-profit sectors. Will these questions be edited to refer exclusively to the Public Safety sector?

Answer 1:

No modification of the Questionnaire Tables is contemplated.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 4/7/2021, is required at the time of proposal submittal.



4/12/2021

Addendum No. 7

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Does this Sourcewell RFP have an MBE requirement or goal to be met?

Answer 1:

No, Sourcewell has not established an MBE requirement or goal for this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Will Sourcewell provide a list of all the prospective bidders that attended the pre-proposal conference?

Answer 2:

Sourcewell will not disclose the list of pre-proposal conference attendees. That data is classified as non-public at this time.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 4/12/2021, is required at the time of proposal submittal.



4/13/2021

Addendum No. 8

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will Sourcewell grant a one-week extension of the due date?

Answer 1:

An extension of the due date is not contemplated.

Question 2:

In Table 8, Question #40, what is meant by a hub partner?

Answer 2:

“HUB” is an acronym for historically underutilized business.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 4/13/2021, is required at the time of proposal submittal.



Solicitation Number: RFP #042021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL 60661 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Communications Technology and Hardware Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 23, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warranties for Equipment, Products, and Services furnished are set forth in Vendor's then-current Communication, Systems & Services Agreement, which will be made available to Participating Entities at the time of purchase. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Freight, title and risk of loss terms will be as set forth in Vendor's then-current Communication, Systems & Services Agreement, which will be made available to Participating Entities at the time of purchase.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcwell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract in the United States. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcwell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcwell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcwell. Sourcwell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcwell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcwell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

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Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Vendor will require the use of Vendor's then-current Communication, Systems & Services Agreement ("CCSA") and Exhibits, Subscription Services Addendum ("SSA"), Maintenance and Support Addendum ("MSA"), and Telecommunication Carrier Addendums ("TCA"). Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, after receipt of notice from Sourcewell or the Participating Entity, and fails to correct such breach within thirty days.

In the event of termination under this subsection 6. D., the Participating Entity will remain liable for contract amounts due and attributable to Equipment, Products, and Services delivered or performed on or before the date of the termination.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not

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added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

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D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees. Sourcewell will provide prompt written notice to Vendor of any claim or suit, and will cooperate with Vendor in its defense or settlement of the claim or suit. Vendor's maximum liability for damages caused by failure to perform its obligations under this Contract is limited to proven direct damages for all claims arising out of this Contract not to exceed the total net payments of Administrative Fees paid under any twenty-four (24) month period during the Term. Vendor's indemnification obligations under the Contract are excluded from this provision. **VENDOR WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.**

Vendor's obligations to indemnify or hold harmless Participating Entities will be as set forth in Vendor's Communication, Systems & Services Agreement.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable United States patent or copyright laws. Vendor's obligations to indemnify or hold harmless Participating Entities for intellectual property infringement will be as set forth in Vendor's then-current Communication, Systems & Services Agreement.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all

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marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

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Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default (unless a force majeure causes the default):

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a 30 day opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance in accordance with the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts listed below:

Limits:

\$1,000,000 each accident for bodily injury by accident

\$1,000,000 policy limit for bodily injury by disease

\$1,000,000 each employee for bodily injury by disease

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2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Limits:

\$3,000,000 each occurrence Bodily Injury and Property Damage
\$3,000,000 Personal and Advertising Injury
\$5,000,000 aggregate for Products-Completed operations
\$5,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below.

Limits:

\$2,000,000 each accident, combined single limit

4. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Limits:

\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) its workers compensation, commercial general liability, and automobile liability insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the workers compensation, commercial general liability, and automobile liability insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that

each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally Omitted.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a

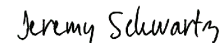
042021-MOT

satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

7/3/2021 | 8:47 AM CDT

Date: _____

Motorola Solutions, Inc.

DocuSigned by:

BCC52DFA8464445...

By: _____

Carrie Hemmen

Title: MSSSI Territory Vice President &
Director of Sales

7/2/2021 | 3:56 PM CDT

Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coquette

Title: Executive Director/CEO

7/4/2021 | 6:43 PM CDT

Date: _____

RFP 042021 - Public Safety Communications Technology and Hardware Solutions

Vendor Details

Company Name: Motorola Solutions, Inc.
Address: 500 W Monroe St
Ste 4400
Chicago, IL 60661
Contact: Lane Feingold
Email: lane.feingold@motorolasolutions.com
Phone: 720-338-7624
HST#: 36-1115800

Submission Details

Created On: Tuesday March 30, 2021 21:05:37
Submitted On: Tuesday April 20, 2021 12:23:07
Submitted By: Lane Feingold
Email: lane.feingold@motorolasolutions.com
Transaction #: a493650e-28b5-493e-a11e-7305bc7e532a
Submitter's IP Address: 140.101.167.250

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Motorola Solutions, Inc.	*
2	Proposer Address:	500 W. Monroe, Chicago IL 60661	*
3	Proposer website address:	https://www.motorolasolutions.com/	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Carrie Hemmen Territory Vice President & Director of Sales 500 W. Monroe, Chicago IL 60661 carrie.hemmen@motorolasolutions.com 602-319-2355	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lane Feingold Senior Account Manager 7237 Church Ranch Blvd, Ste 406 Westminster, CO 80021 lane.feingold@motorolasolutions.com 720-338-7624	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tracy Loudenslager MSSSI Vice President and Director, U.S. Federal Government Market Channels & Sales Operations tracy.loudenslager@motorolasolutions.com 410-952-0743 Joe Fick Senior Account Manager joe.fick@motorolasolutions.com 951-395-3463	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Motorola Solutions is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive. Motorola Solutions has created the first and only mission critical ecosystem built for Public Safety and Enterprise. Our mission is to never stop advancing that lifeline. We have a rich history of firsts, including pioneering mobile communications in the 1930s, creating the technology that carried the first words from the moon in 1969, developing the first commercial handheld cellular phone in 1983 and revolutionizing public safety communications with the launch of smart radio, APX NEXT and public safety virtual assistant, ViQi in 2019. Today, our employees are committed to designing and delivering the solutions our customers refer to as their lifeline. At Motorola Solutions, we are ushering in a new era in public safety and security. For more than 90 years, Motorola Solutions has demonstrated our stability and commitment to public safety. With more than 800 P25 deployments across North America, we are the partner of choice for large-scale emergency radio networks around the continent. And with a growing portfolio of devices, applications, and services designed to increase the safety and efficiency of first responders, we are now firmly established at the leading edge of mission critical communications. In the United States, Motorola is responsible for the deployment of 36 state-wide mission critical radio networks, as well as hundreds of county-wide systems and municipality systems across the country.	*
8	What are your company's expectations in the event of an award?	If awarded, Motorola Solutions expects to utilize this contract with may of our customers to allow them to purchase equipment and services without going to bid.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	You can find our Quarterly Earning and other financial information at https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx. Motorola Solutions Annual reports from 2010 to the present can be found here: http://investors.motorolasolutions.com/AnnualReports	*
10	What is your US market share for the solutions that you are proposing?	"Motorola Solutions ("Motorola") is a publicly traded company (NYSE - MSI) with billions of dollars in annual sales globally, employing thousands of workers worldwide, and having tens of thousands of shareholders. Such inquiries may be subject to confidentiality rules, whereby disclosure is prohibited. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes therein certain information that is material for disclosure under SEC rules. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "	*
11	What is your Canadian market share for the solutions that you are proposing?	We are not including Canada as a part of this RFP Response.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company that is publicly traded on the New York Stock Exchange employing thousands of workers worldwide. As is normal for such companies, Motorola and its subsidiaries do not maintain centrally located records that would allow it to answer the question as written. However, Motorola, Inc. has never filed a petition in bankruptcy, nor taken any action with respect to receivership, moratorium, or assignment for the benefit of creditors. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes certain material for disclosure under SEC rules. Motorola's most recent 10-K report can be found at: http://investors.motorolasolutions.com/Docs	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals	Motorola Solutions is a manufacturer as well as a service provider. From a sales perspective, we have a direct sales force of over 200 people across the United States as well as Manufacturer Representatives throughout the United States. The Manufacturers Representative (MR) program is designed to improve Motorola Solutions market reach and account coverage by leveraging a single integrated distribution strategy to combine MSI's Go-to Market Resources with those of our MR Partners so as to deliver unparalleled value and ease of doing business to our Customers. The Motorola Field Team designates the accounts, develops or approves the strategy for the account, determines the products to be offered, and establishes the selling or contract price. The business is transacted in Motorola's name allowing the utilization of State and Local Purchasing contracts and sole source procurements and combines high touch customer consultation with ease of doing business all for the benefit of our Customers. The Manufacturer's Representative (MR) Sales Program requires it's representatives to complete necessary training to ensure that our MRs are familiar with our products and how those products fit within the needs of our customers. Manufacturer's Representatives (MRs) serve as an extension of the MSI direct account sales team	

your employees, or the employees of a third party?

and perform sales functions on behalf of Motorola. Sales facilitated by MRs are considered MSI sales; the end customer would issue a purchase order to Motorola.

Likewise for service, we utilize the Field Service Organization (FSO) within Motorola Solutions as well as our certified Motorola Service Partners. Motorola's technical experts have the most cumulative years of experience in the industry, with over 1,000 years of current experience.

The Field Services Organization (FSO) is a nationwide organization of over 500 trained and certified Motorola technicians. They are responsible for the sustainment of our government and commercial LMR systems and related applications. FSO provides onsite support, preventative maintenance and 24X7 support. They support our customers by providing best in class, highly qualified and trained service delivery.

From the Service Shop perspective, Motorola has over 450 registered service locations across the United States and our collective service presence remains significant in the industry. The Motorola Servicer Program is designed to recognize and reward a Servicer's level of commitment and investment in the quality of service provided to our customers. The Servicer program is founded on Motorola's key values and expectations from our Servicers.

Members of the Service Partner Program are required to meet a number of requirements to be admitted into the Motorola Service Partner Program. Depending on the service partner level, each service partner is required to have individuals in their company with the following training and certifications:

1. CET certification, Associates Degree in Electronics Engineering Technology, or equivalent
2. Motorola R56 Certification
3. Motorola Service Specialist Program (Technical Associate) Certification: The Service Specialist Certification Program includes a wide selection of classes from our comprehensive technical training portfolio and includes the following certification and underlying training courses:

P25 System Technical Associate Certification

ASTRO 25® Subscriber Portfolio Overview

ASTRO 25® IV&D System Overview

Introduction to R56

Basic Radio

4. Motorola Service Specialist Technical Certification: This certification includes the following certifications which also include a wide selection of classes from our comprehensive technical training portfolio that must be completed to achieve these certifications.

APX Subscriber Technical Associate Certification

MCC7000 Console Maintenance Certification

ASTRO 25® Repeater Site Lifecycle Maintenance Certification

ASTRO 25® Simulcast Site Lifecycle Maintenance Certification

ASTRO 25® Master Site Lifecycle Maintenance Certification

The Motorola specific training consists of a combination of both online and instructor led training. The instructor led training includes lab work where the technician gets hands on experience with our equipment. Once the training course has been completed, the technician is required to pass the corresponding course exam and the certification lasts for 2 years. After the 2 year period, the technician will need to recertify to keep their certification current. Please note that all technicians must also be certified in the underlying technology for the systems they support.

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Personnel who would support the equipment and implementation in support of Public Safety Communication system infrastructure products and radios would include Project Managers, Engineers, System Technologists, Field Service Engineers, Service Delivery Managers, the System Support Center, and other specialized staff depending on the scope of the project. Motorola Solutions has a full training curriculum as a requirement for each role. Motorola tracks the following training and certifications for the staff tasked with supporting our Public Safety infrastructure in the field: Training Classes to Track: - Antenna System Analysis (SRV2012) - Astro Ethernet Testing - Astro Networking I - Astro Firewalls/CEN - End-to-End Audio - Link Verification - LMR Master Basics - Network+ Bootcamp - Passive Intermodulation - R56 Installer/Auditor (NST9257) - Security+ Bootcamp - Signal Investigation Techniques CompTIA Certifications: - CompTIA Network+ - CompTIA Security+ ETA Certifications: - Antenna System Analysis (ASA) - APX Radio Technician (APX) - Associate (CETa) - Astro 25 RF Site Preventative Maintenance (A25-SPM) - Certified Service Manager (CSM) - Communication Site Inspector / Auditor (CSIA) - Communication Site Installer (R56) - Computer Service Technician (CST) - Customer Service Specialist (CSS) - Data Cabling Installer (DCI) - Industrial Electronics (IND) - Information Technology Security (ITS) - General Communications Technician I (GCT1) - General Communications Technician II (GCT2) - GTR 8000 P25 RF Site Performance Verification (GTR-SPV) - GTR 8000 Repeater Site Technician (GTT) - Master CET (CETma) - Master Specialty (CETms(RF or IT)) - M Core Technician (MCT 7.x) - Microwave Radio Technician (MRT) - Mobile Communications and Electronics Installer (MCEI) - Network Computer Technician (NCT) - Network Systems Technician (NST) - PIM - RADAR (RAD) RF Signal Investigation Techniques (RFSIT) - T1 Link Verification (T1LV) - Telecommunications (TCM) - Wireless (USMSS/TRN/WCN) - Wireless Network Technician (WNT)
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, and for the last fifteen (15) years, neither it, its subsidiaries, nor their principals are or have been debarred or suspended from covered transactions by any government entity.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Company: Around the world, Motorola Solutions has been consistently recognized for our technology leadership and business strength. Fortune World's Most Admired Companies, Network and Other Communications Equipment, 2021 The Wall Street Journal Management Top 250, No. 108, 2020 Bloomberg 50 Companies to Watch in 2020, 2019 Government Technology GovTech 100, 2021 Employer: We've been consistently recognized for our commitment to inclusion and diversity, as well as providing fair working conditions for our employees. Forbes America's Best Large Employers, 2021 FlexJobs Top 100 Companies to Watch for Remote Jobs, 2021 Built In 100 Best Large Companies to Work For, 2021 Built In Chicago 100 Best Places to Work in Chicago, 2021 Human Rights Campaign Corporate Equality Index, 2021 ComputerWorld Best Places to Work in IT, 2020 Fast Company's 100 Best Workplaces for Innovators, 2020 Forbes America's Best Employers for Diversity, 2020 Disability Equality Index Best Places to Work, 2020 Bloomberg Gender Equality Index, 2019 WayUp Top 100 U.S. Internship Programs, 2019 Corporate Responsibility: We've been recognized for our leadership in corporate responsibility, including programs focused on the environment, governance, supply chain and community commitment. Barron's 100 Most Sustainable Companies, No. 19, 2020 Newsweek America's Most Responsible Companies, 2021 The Wall Street Journal Top 100 Most Sustainably Managed Companies in the World, No. 27, 2020 Innovation: Our products and solutions are consistently recognized for excellence in design. To date, we've earned more than 90 awards for distinction in innovation. Fast Company's Most Creative People in Business 2020, Paul Steinberg for APX NEXT APX NEXT digital launch named as a finalist in Fast Company's Innovation by Design Awards User Experience Category, 2020 iF Design Award, 20 awards since 2009 Red Dot Design Award, 19 awards since 2008 Australia Good Design Award, 19 awards since 2009 Japan Good Design Award, 3 awards since 2014 International Design Excellence Awards, 14 awards since 1996 Chicago Athenaeum Good Design Awards, 5 awards since 2014 https://www.motorolasolutions.com/en_us/about/company-overview/recognition.html

17	What percentage of your sales are to the governmental sector in the past three years	"Motorola Solutions is a global leader in mission critical communications and analytics. Our technologies in Land Mobile Radio Mission Critical Communications ("LMR" or "LMR Mission Critical Communications"), bolstered by managed and support services, make communities safer and help businesses stay productive and secure. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing "purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "	*
18	What percentage of your sales are to the education sector in the past three years	"Motorola Solutions is a global leader in mission critical communications and analytics. Our technologies in Land Mobile Radio Mission Critical Communications ("LMR" or "LMR Mission Critical Communications"), bolstered by managed and support services, make communities safer and help businesses stay productive and secure. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing "purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions hold numerous state contracts and nationwide frame agreements. Houston-Galveston Area Council (H-GAC) and NASPO Value Point (NVP) are our top valued frame agreements.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions does not have a direct GSA contract for Radio Products.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hennepin County, MN	Sheriff David Hutchinson	612-348-3744	*
City of New Orleans, LA	Ross Bourgeois	504-658-3930	*
City of Aurora, CO	Tracey Kent	303-326-8182	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Name not included	Government	New York - NY	Project 25 (P25) radio system and services	Various	122,100,100	*
Name not included	Government	North Dakota - ND	Project 25 (P25) radio system and services	Various	94,100,000	*
Name not included	Government	Michigan - MI	Project 25 (P25) radio system and services	Various	72,500,000	*
Name not included	Government	Arizona - AZ	Project 25 (P25) radio system and services	Various	71,100,000	*
Name not included	Government	Arkansas - AR	Project 25 (P25) radio system and services	Various	63,500,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Motorola Solutions has a direct sales force in the United States of over 200 people spread across all 50 states.. This, along with the over 490+ Manufacturer Representative sales people represents our total sales force. We have a presence in all 50 states.	*
24	Dealer network or other distribution methods.	Motorola Solutions has 170+ Manufactures Representative (MR) Sales Partners with locations in all 50 United States, with 490+ individual Authorized MR Sales Representatives. MRs are described in the answer to Line 13.	*
25	Service force.	Motorola utilizes our Field Service Organization (FSO) and a network of over 450 certified service shops that are located across all 50 states. These are both described in the answer to Line 13	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service includes essential services that are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations. Centralized Managed Support Operations The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers. The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times. All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management ("CRM") system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets. The CMSO coordinates with the field service organization that will serve the Customer locally. Customer Support Manager	

		A Motorola Solutions Customer Support Manager ("CSM") will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan ("CSP") in collaboration with the Customer. The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, any tailored case priority level definitions, case handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises. The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services. Repair Depot The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status. MyView Portal Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes: • Remote Technical Support: Manage cases and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution. • Network Hardware Repair: Track return material authorizations ("RMA") shipped to Motorola Solutions' repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online. • Security Update Service: View available security updates. Access available security update downloads. • Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details. The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data. Quality Team Our Quality Team is used as a resource for our customers, and brought in when a customer is having issues with a product or solution that is not being resolved in a timely manner. The Quality team continuously tracks ongoing issues and pushes them to closure when necessary. We have also included the Mission Critical Operations white paper in our attachments for additional information. Response Times Response Times vary depending on the product or system in question, but are in line with the the requirements of our customer's expectations.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are equipped and staffed to deliver our products and services to any government customer throughout the United States, and we have a proven track record of taking care of our customer and meeting our commitments that goes back decades.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are not including Canada as a part of this RFP response.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will not be serving any part of Canada within this RFP response.	*

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Within the United States, we will be fully serving all Federal, State, and local government and education entities.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, there are no requirements or restrictions that would apply to the participating entities in Hawaii and Alaska and in US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Motorola values the relationships that are created with our customers and actively engage on a regular basis. We engage at live events, webinars, and tradeshows. In the past, Motorola has hosted webinars explaining the benefits of existing contracts and can do so for Sourcewell. Occasionally on a regional level, contract exclusive promotions are run and advertised through email campaigns. This is also something we can do for Sourcewell.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Motorola Solutions leverages its social media channels on LinkedIn, Facebook, Twitter and YouTube to convey our values and mission. Through our channels, we highlight upcoming product and software launches, customer success stories and leverage marketing content in the form of videos and documents to highlight our commitment to public safety. Customer led programs are sponsored by Motorola to provide a channel for feedback to our users. Motorola's website and e-commerce site have a large presence on the internet housing brand, product and marketing content.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	While it would be great for Sourcewell to market the vendors that are awarded contracts, we do understand that Sourcewell has a large number of participating vendors and marketing for each of them would be prohibitive. If awarded the contract, our direct sellers as well as our Manufacturer Representatives will consistently discuss our products and services and that the Sourcewell contract can be used as a method of purchase with all of our customers. Even if they are not current members of Sourcewell, we will discuss that by joining Sourcewell they will have a contracting vehicle in place that is already competitively bid and priced.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not all of our products and services are able to be purchased from our e-procurement system (shop.motorolasolutions.com). But all of our accessories and many of our parts are available through that system for our customers to order at any time.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Motorola Solutions has a Learning eXperience Portal (LXP) that encapsulates all that our Worldwide Learning Services (WLS) team. Here you can register for training, complete online training, and track where you are on all required training that you have. We also offer in-person training for specific classes. While training is never required, we highly recommend training be included for customers that will be utilizing a solution for the first time. Our training website can be found here: https://learning.motorolasolutions.com/
37	Describe any technological advances that your proposed products or services offer.	For decades, Motorola Solutions has been at the forefront of Public Safety Communications Technology. From an LTE connected 2-way radio to private LTE systems and devices, we are continuously innovating to bring advanced and necessary technology to our customers. We have developed the majority of "firsts" in 2-way communications from before WWII until now. We spent \$686 million dollars on research and development in 2020 to ensure that we stay in that position going forward. The services we offer are comprehensive and available beginning with our System Support Center that is open 24x7x365. We use our Network Operation Center to continuously monitor the systems that we support to identify and issues as soon as they begin. Our Field Service Organization (500+) and our Service Partners (450+ shops) are available to provide the needed services to our customers for project implementations, maintenance, and issue response.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Please find attached the 2019 Corporate Responsibility Report
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please find attached the 2019 Corporate Responsibility Report
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We do not qualify for any of these certifications, but we partner with WMBE and SBEs regularly.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Motorola Solutions is a public safety solutions company that has been in business over 90 years. Public safety is who we serve. We focus our R&D dollars and time investments on building solutions that are integrated solutions. With all of these solutions, we have created an end-to-end platform and can provide the technology to handle an incident from the time someone picks up the phone to call 911, through case closure. We also offer implementation, managed, and support services to assure that our solutions are properly installed and maintained throughout their lifecycle.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Warranty covers all products, parts and labor provided by Motorola. For third party products we will flow through the OEM's standard warranty as provided to us.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty does not cover products that fail as a result of liquid, lightning or physical damage.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For infrastructure products, warranty does cover travel and mileage expenses for a technicians to respond on site. Subscriber warranty is provide through our repair depot.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Within the Unites State we are able to serve all geographic regions. We will not be serving any part of Canada within this RFP response.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty covers all products and systems manufactured by Motorola. For any individual drop-ship items, those are covered by the warranty provided by that specific vendor. In other words, for third party products we will flow through the OEM's standard warranty as provided to us.	*
47	What are your proposed exchange and return programs and policies?	Warranty covers the repair and return of products provided by Motorola. Advanced replacement options can be quoted in addition to the standard warranty.	*
48	Describe any service contract options for the items included in your proposal.	Motorola offers Warranty Wrap options for infrastructure systems. This enhances the manufacture warranty to 24X7 coverage and can include monitoring where applicable.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	We work with the Motorola Solutions Credit Company to provide financing options for our customers. We have been doing this for over 35 years for our customers to give them a competitive financing option.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	For the quarterly reports, we will work with our Order Management team to set up a specific bid and quote (B&Q) number that will be used when processing all orders under this contract. Then we will be able to utilize that B&Q number for create the quarterly report, and process payment to Sourcewell based off of the amount sold. We are currently doing it this way for the other cooperative purchasing contracts. Only Motorola Solutions and our Manufacturer Representatives will process participating agency purchase orders. Regardless of which of the two processes the order, all purchase orders will be made out to Motorola Solutions.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes we do accept P-Cards. There is not an additional cost to Sourcewell participating agencies to use a P-Card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The pricing model we are using in this RFP response is showing percentage discounts off of list price for each product category. The details can be found in the pricing section that has been uploaded with our response. We have also included as an attachment our latest product catalog that shows list pricing for the majority (but not all) of the solutions that we are proposing in this RFP response.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We have provided product-category discount percentages in our attached pricing document. The range of discounts is take off list price.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or system incentives may be applied based on the size and scope of the opportunity.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For items that are dropship and not sourced by Motorola Solutions, we supply those items at a cost plus. The percentage we use varies depending on the item.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have included all components needed for an acquisition within the pricing categories and discounts provided.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping are not additional costs. We do not charge those items to government customers.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have no specific or different freight, shipping, or delivery terms for Alaska or Hawaii. Canada is not a part of our response. Shipping terms are FOB Shipping.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have no unique distribution and/or delivery methods or options.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please find our pricing details in the attachments

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	To ensure that we have proper pricing, we will load the Sourcewell contract category discounts into our quoting system so that we can utilize the discounts listed in our response for Sourcewell members. For the quarterly reports, we will work with our Order Management team to set up a specific bid and quote (B&Q) number that will be used when processing all orders under this contract. Then we will be able to utilize that B&Q number for create the quarterly report, and process payment to Sourcewell based off of the amount sold. We are currently doing it this way for the other cooperative purchasing contracts. Only Motorola Solutions and our Manufacturer Representatives will process participating agency purchase orders. Regardless of which of the two processes the order, all purchase orders will be made out to Motorola Solutions.
63	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Total sales in US dollars per category
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We are proposing a 1% admin fee that will be calculated off of total sales under this contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Below is a list of what is included in our offering. We have also included specification sheets for these solutions. The specification documents include technical information, including the applicable safety or regulatory standards or codes. Land Mobile Radio Systems, Solutions, and Services Mobile and Portable radios and accessories Base Stations and accessories Radio Dispatch Consoles Interoperability Solutions Fire Station Alerting Solutions and Services Broadband Wireless Infrastructure and Subscribers Radio/Broadband Site Infrastructure (Towers, Shelters, UPSs and Generators) Broadband and LTE Communication Equipment Radio, Broadband, and LTE Implementation and Maintenance Services
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We have no sub-categories. All categories of equipment, products, and services are listed above

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
67	Fire or EMS station alerting or paging systems	☒ Yes ☐ No	Yes. We partner with Mach Alert to provide Fire Station Alerting solutions.	*
68	Connectivity and interoperability devices, hardware and equipment	☒ Yes ☐ No	Yes. We are offering Critical Connect as our system to system interoperability solution, as well as control station radios to tie in legacy frequencies to current radio systems.	*
69	Airborne, marine, and underwater communication systems	☐ Yes ☒ No	No.	*
70	Services related to lines 67, 68 and 69 above	☒ Yes ☐ No	Yes. We have included the necessary services to implement and maintain the solutions mentioned in lines 67 & 68.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	Describe the interoperability of your products and services with other equipment, software, and systems, as applicable	Because we follow industry standards across our portfolio, our products are fully interoperable with other systems/devices that follow the definition in the specific standard in question. The standards the our products and solutions follow are listed in Line Item 73. Additionally, our services providers maintain certifications required within each solution (certifications are detailed in Line Item 14).	*
72	Describe how your products and services integrate with other communications and technology components (e.g., CAD, RMS, LMR, etc.)	Aside from meeting what the applicable standard defines for its interoperability requirements, Motorola Solutions has created an end-to-end platform that integrates our solutions from the time someone picks up the phone to dial 911 until case closure. These solutions include, but are not limited to Radio, 911 call handling, CAD, Records Management, Body Worn and In-Vehicle Cameras, Digital Evidence Management, Video Security, License Plate Recognition, Situational Awareness, and Broadband Communications. Because these are all solutions that we develop, we are creating integrations and are not limited to interfacing different solution together. Interfacing typically limits the communication between two solutions because it uses the least common denominator of the information that can pass between to solutions from different vendors. The integrations that we have, and continue, to develop are allowing for greater efficiencies as our customers do their jobs. We have also created a solution called CommandCentral Aware that allows for our radio system to integrate with other vendors CAD and Video solutions to create situational awareness for our customers as the approach a scene.	
73	Describe how your products and services conform to applicable industry standards and required specifications.	The systems and equipment included in this response fully comply with one of the following standards; Project 25 (P25) - http://www.project25.org/ , Digital Mobile Radio (DMR) - https://www.dmrassociation.org/dmr-standards.html , and Citizens Broadband Radio Service (CBRS) standards - https://www.ecfr.gov/cgi-bin/text-idx?SID=960a62ced28f9e89c169ed12daafa030&mc=true&node=pt47.5.96&rgn=div5 .	
74	Describe your use of installation or service partners, if applicable.	Motorola Solutions utilizes both certified internal employees as well as our certified service partner shops to do installs and maintenance. Deciding which we utilize on each opportunity is dependent on the customer, if they have a preference, and the type of project.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Financial Strength and Stability (optional)
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Pricing](#) - Sourcewell RFP 042021 Pricing.pdf - Monday April 19, 2021 18:16:04
 - [Upload Additional Document](#) - Sourcewell RFP 042021 Proposal Document.pdf - Monday April 19, 2021 18:19:49

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Carrie Hemmen, Territory Vice President & Director of Sales, Motorola Solutions, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_PS_Communications_Tech_RFP_042021 Tue April 13 2021 04:33 PM	☒	1
Addendum_7_PS_Communications_Tech_RFP_042021 Mon April 12 2021 06:55 PM	☒	1
Addendum_6_PS_Communications_Tech_RFP_042021 Wed April 7 2021 06:45 PM	☒	1
Addendum_5_PS_Communications_Tech_RFP_042021 Mon April 5 2021 08:18 PM	☒	1
Addendum_4_PS_Communications_Tech_RFP_042021 Thu April 1 2021 03:59 PM	☒	1
Addendum_3_PS_Communications_Tech_RFP_042021 Thu March 25 2021 08:23 AM	☒	1
Addendum_2_PS_Communications_Tech_RFP_042021 Mon March 8 2021 01:20 PM	☒	2
Addendum_1_PS_Communications_Tech_RFP_042021 Fri March 5 2021 12:57 PM	☒	2



350 N.W. 215 Street
Miami, FL, 33169
305-423-3000
www.induscom.com

DATE October 3, 2024
CUSTOMER ID Town of Pembroke Park
EXPIRATION DATE 3-Nov-24

TO Mark Pakula
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023
954 966 4600



Radio Solutions Channel Partner

SALESPERSON	QUOTE	PAYMENT TERMS	DUE DATE
Jairo Robledo	TPPFL100324	NET30	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
2.00	XPR5580e - 900MHz full display Mobile Base Radio	\$625.00	\$ 1,250.00
2.00	Power supply	\$135.00	\$ 270.00
2.00	Duracom Power Supply Hood	\$35.00	\$ 70.00
2.00	Magnetic Mount	\$35.00	\$ 70.00
2.00	3dB Antenna	\$25.00	\$ 50.00
19.00	MOTOTRBO R7 Full Display 900Mhz Portable radio	\$745.00	\$ 14,155.00
	IMPRES Li-Ion IP68 2850T Battery		\$ -
	Standard Charger - IMPRES Single Unit Charger CEC Compliant		\$ -
	900 MHz Whip Antenna, 896-941 MHz		\$ -
	Standard 5 Year SMA and Software Features and Essential Service		\$ -
19.00	BATTERY PACK,BATTERY PACK,BATT IMPRES LIION IP68 2850T	160.00	\$ 3,040.00
3.00	IMPRES 6 pocket, 1 display charger	700.00	\$ 2,100.00
19.00	MOTOTRBO Travel Charger	102.00	\$ 1,938.00
10.00	RM730 IMPRES WINDPORTING REMOTE SPEAKER MICROPHONE, SMALL (IP68)	119.00	\$ 1,190.00
21.00	Radio Pogramming fee	25.00	\$ 525.00
			\$ -
			\$ -
			\$ -

Notes: Installation Rate 150/hour

P.O. # / sign here:

SUBTOTAL	\$ 24,658.00
INSTALLATION	
SALES TAX	
TOTAL	\$ 24,658.00

Industrial Communications Owns and Operates 900MHz Digital Trunked System
====We Are a Motorola Service Center=====

Pag 1

Addendum to Terms and Conditions

The following shall be included as part of the Purchase Order and Cooperative Agreement (Solicitation Number: RFP #042021) (collectively, the “Agreement”) between the **Town of Pembroke Park**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 3150 S.W. 52nd Avenue, Pembroke Pines, FL 33023 (“Town”) and **Industrial Communications (“IC”)**, with offices at 350 NW 215 Street, Miami, FL 33169. In the event of any conflict between the language in the Proposal and this Addendum, the terms of this Addendum shall take precedence.

1. **Payment Terms**

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

2. **Governing Law and Venue**

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

3. **Sovereign Immunity**

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

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

During the performance of the Agreement, neither IC 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. IC 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. IC further agrees that IC 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 IC 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. IC 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 IC. IC 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 likelihood of a successful performance for the IC Products and

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

8.1.4 Upon completion of the Agreement, IC shall transfer to the Town, at no cost to the Town, all public records in IC’s possession. All records stored electronically by IC 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 IC 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 IC with at least thirty (30) days prior, provided, however, that IC will be given the opportunity to cure the breach within said period of time.

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

TOWN:	David Lynch, Town Manager Town of Pembroke Park 3150 SW 52 nd Avenue Pembroke Park, Florida 33023 Telephone No. (954) 966-4600 Email: dlynch@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
IC:	Industrial Communications 350 N.W. 215 Street Miami, Florida 33169 Telephone No. (305) 423-3000 Email: _____

10. **Attorneys' Fees**

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

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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**

IC, 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**

IC 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 IC 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.

13.2 Registration Requirement; Termination:

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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

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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:

TOWN CLERK

BY: _____
DAVID LYNCH
TOWN MANAGER

APPROVED AS TO FORM.

Name: _____
OFFICE OF THE INTERIM TOWN ATTORNEY

Industrial Communications

Signed By: _____
Print Name: _____
Title: _____

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT ("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

SAFEGUARD SERVICES, INC., a Florida corporation, with a
principal address of 2001 SW 100th Terrace, Miramar, FL 33025,
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."

WITNESSETH:

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

ARTICLE 1
PREAMBLE

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

1.1 The Town advertised its notice to bidders of the Town's desire to hire a firm to provide
janitorial services, as more particularly described in **Exhibit "A"** attached hereto and by this
reference made a part hereof, for the said bid entitled:

Town of Pembroke Park
Request for Proposal
RFP 24-04
Janitorial Services

1.2 On the _____, the Town Commission designated Contractor as being the most

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responsible proposer submitting a responsive proposal most advantageous and in the best interests of the Town; and

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

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 Contractor hereby agrees to perform the janitorial services, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, in accordance with the Scope of Services outlined in the specifications, RFP 24-04, attached hereto and made a part hereof as **Exhibit "A"** and Contractor's response thereto, attached hereto and made a part hereof as **Exhibit "B."** Contractor agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

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

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

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

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

ARTICLE 3

TERM AND TERMINATION

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

3.2 In accordance with Exhibit "A," this Agreement may be terminated by either party for cause, or by the Town for convenience, upon thirty (30) days' written notice by the Town to Contractor, in which event the Contractor shall be paid its compensation for services performed to

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termination date. [NOTE: Contractor may not terminate existing assignments for convenience after they have been accepted as addendums to this Agreement.] In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the Town against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by Contractor shall become the property of Town and shall be delivered by Contractor to Town immediately.

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

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 Contractor shall be entitled to invoice Town in accordance with terms set forth in Exhibit "A." The total compensation for this project shall not exceed [REDACTED].

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

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

4.4 Payment will be made to Contractor at:

Safeguard Services, Inc.
Attn: Kevin T. Connor
2001 SW 100th Terrace
Miramar, FL 33025

ARTICLE 5 **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 Town or Contractor may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the Town, and must be contained in a written amendment, executed by the

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

ARTICLE 6 **INDEMNIFICATION**

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

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

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

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

ARTICLE 7 **INSURANCE**

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

ARTICLE 8
INDEPENDENT CONTRACTOR

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

ARTICLE 9
VENUE

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

ARTICLE 10
PUBLIC RECORDS

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

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

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

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall

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destroy all copies of such confidential and exempt records remaining in its possession after the Contractor transfers the records in its possession to the Town; and

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

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

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

**TOWN CLERK
9150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600
townclerk@tppfl.gov**

**ARTICLE 11
INTENTIONALLY OMITTED**

**ARTICLE 12
MISCELLANEOUS**

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

12.2 **Records.** Contractor shall keep such records and accounts and require any and all subContractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by Town and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by Town of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

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

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

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

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

For Town: Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023

Copy to: Jacob G. Horowitz, Town Attorney
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
jhorowitz@gorencherof.com

Contractor Kevin T. Connor, CEO
Safeguard Service, Inc.
2001 SW 100th Terrace
Miramar, FL 33025
info@safeguardservices.net

12.6 **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.

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

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

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

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

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

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

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

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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.

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

TOWN OF PEMBROKE PARK

BY: _____
MAYOR ASHIRA MOHAMMED

APPROVED AS TO LEGAL FORM:

BY: _____
JACOB G. HOROWITZ

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Town Attorney

SAFEGUARD SERVICES, INC.

BY: _____
Name: _____
Title: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

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:

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DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES AGREEMENT

THIS IS AN AGREEMENT ("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

AFTERMATH DISASTER RECOVERY, INC., a Texas corporation, with a principal address of 1095 Willy Vester, Van Alstyne, Texas 75495, hereinafter "Contractor," who is authorized to do business in the State of Florida.

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

W I T N E S S E T H:

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

ARTICLE 1
PREAMBLE

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

1.1 The Town advertised its notice to bidders of the Town's desire to hire a firm to provide disaster debris removal and disposal services, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

Disaster Debris Removal and Disposal Services
RFP No. 24-03

1.2 On the _____, 2024, the Town Commission agreed to award the Contractor a contract for the disaster debris removal and disposal services in the best interests of the Town; and

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

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 Contractor hereby agrees to perform the services for the disaster debris removal and disposal services, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, in accordance with the Scope of Services outlined in the specifications, RFP 24-03, attached hereto and made a part hereof as **Exhibit "A"** and Contractor's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. Contractor agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

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

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

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

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

ARTICLE 3

TERM AND TERMINATION

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

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

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

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

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 Contractor shall be entitled to invoice Town in accordance with terms set forth in Exhibit "A" and the prices as set forth in Exhibit "B".

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

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

4.4 Payment will be made to Contractor at:

ARTICLE 5

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

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

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ARTICLE 6
INDEMNIFICATION

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

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

ARTICLE 7
INSURANCE

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

ARTICLE 8
INDEPENDENT CONTRACTOR

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

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ARTICLE 9

VENUE

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

ARTICLE 10

PUBLIC RECORDS

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

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

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

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

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

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

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

**TOWN CLERK
9150 SW 52nd Avenue**

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**Pembroke Park, FL 33023
(954) 966-4600
townclerk@tppl.gov**

**ARTICLE 11
FEMA REQUIREMENTS**

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

11.1 Contractor shall assist Town in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of the services provided pursuant to this Agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

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

11.3 Notwithstanding anything to the contrary set forth herein, Contractor shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.327 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.

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

- (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive

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consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor 's legal duty to furnish information.
- (4) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of Contractor 's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of

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

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

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

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

- (1) Overtime requirements. No Contractor or subContractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and

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any subContractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subContractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. TOWN shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subContractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subContractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. The Contractor or subContractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subContractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subContractor or lower tier subContractor with the clauses set forth in paragraphs (1) through (4) of this section.”

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

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

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

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

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

11.3.7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an

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employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

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

11.3.9 Recovered Materials.

- (1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule
 - (ii) Meeting Contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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

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

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

- (1) The Contractor agrees to provide the Town, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

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

11.3.13 No Obligation by the Federal Government

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

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

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

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

11.3.17. (a) The Contractor agrees, to the greatest extent practicable and consistent with law, to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such

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as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11.3.18 (a) Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in [section 889 of Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

ARTICLE 12

MISCELLANEOUS

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

12.2 **Records.** Contractor shall keep such records and accounts and require any and all subContractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by Town and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries

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in such books and records will be grounds for disallowance by Town of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

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

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

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

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

For Town:	Chandler Williamson Interim Town Manager Town of Pembroke Park 3150 S.W. 52 nd Avenue Pembroke Park, FL 33023 cwilliamson@tppfl.gov
Copy to:	Jacob G. Horowitz, Town Attorney Goren, Cherof, Doody, and Ezrol, P.A. 3099 E. Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 jhorowitz@gorencherof.com
Contractor	_____ _____ _____

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

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

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

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

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

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

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

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

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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.

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

TOWN OF PEMBROKE PARK

BY: _____
MAYOR ASHIRA MOHAMMED

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APPROVED AS TO LEGAL FORM:

BY: _____
JACOB G. HOROWITZ
Town Attorney

AFTERMATH DISASTER RECOVERY,
INC., a Texas corporation

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:

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DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES AGREEMENT

THIS IS AN AGREEMENT ("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

DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company, with a principal address of 6702 Broadway Street, Galveston Texas 77554, hereinafter "Contractor," who is authorized to do business in the State of Florida.

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

W I T N E S S E T H:

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

ARTICLE 1
PREAMBLE

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

1.1 The Town advertised its notice to bidders of the Town's desire to hire a firm to provide disaster debris removal and disposal services, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

Disaster Debris Removal and Disposal Services
RFP No. 24-03

1.2 On the _____, 2024, the Town Commission agreed to award the Contractor a contract for the disaster debris removal and disposal services in the best interests of the Town; and

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

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 Contractor hereby agrees to perform the services for the disaster debris removal and disposal services, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, in accordance with the Scope of Services outlined in the specifications, RFP 24-03, attached hereto and made a part hereof as **Exhibit "A"** and Contractor's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. Contractor agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

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

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

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

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

ARTICLE 3

TERM AND TERMINATION

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

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

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

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

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 Contractor shall be entitled to invoice Town in accordance with terms set forth in Exhibit "A" and the prices as set forth in Exhibit "B".

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

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

4.4 Payment will be made to Contractor at:

ARTICLE 5

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

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

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ARTICLE 6
INDEMNIFICATION

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

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

ARTICLE 7
INSURANCE

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

ARTICLE 8
INDEPENDENT CONTRACTOR

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

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ARTICLE 9
VENUE

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

ARTICLE 10
PUBLIC RECORDS

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

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

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

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

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

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

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

**TOWN CLERK
9150 SW 52nd Avenue
Pembroke Park, FL 33023**

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(954) 966-4600
townclerk@tppfl.gov

ARTICLE 11
FEMA REQUIREMENTS

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

11.1 Contractor shall assist Town in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of the services provided pursuant to this Agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

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

11.3 Notwithstanding anything to the contrary set forth herein, Contractor shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.327 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.

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

- (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive

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consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor 's legal duty to furnish information.
- (4) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of Contractor 's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of

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

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

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

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

- (1) Overtime requirements. No Contractor or subContractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and

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any subContractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subContractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. TOWN shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subContractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subContractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. The Contractor or subContractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subContractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subContractor or lower tier subContractor with the clauses set forth in paragraphs (1) through (4) of this section.”

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

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

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

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

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

11.3.7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an

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employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

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

11.3.9 Recovered Materials.

- (1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule
 - (ii) Meeting Contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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

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

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

- (1) The Contractor agrees to provide the Town, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

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

11.3.13 No Obligation by the Federal Government

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

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

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

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

11.3.17. (a) The Contractor agrees, to the greatest extent practicable and consistent with law, to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such

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as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11.3.18 (a) Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in [section 889 of Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

ARTICLE 12

MISCELLANEOUS

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

12.2 **Records.** Contractor shall keep such records and accounts and require any and all subContractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by Town and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries

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in such books and records will be grounds for disallowance by Town of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

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

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

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

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

For Town:	Chandler Williamson Interim Town Manager Town of Pembroke Park 3150 S.W. 52 nd Avenue Pembroke Park, FL 33023 cwilliamson@tppfl.gov
Copy to:	Jacob G. Horowitz, Town Attorney Goren, Cherof, Doody, and Ezrol, P.A. 3099 E. Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 jhorowitz@gorencherof.com
Contractor	_____ _____ _____

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

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

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

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

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

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

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

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

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2. “*Subcontractor*” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
 3. “*E-Verify system*” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
- B. **Registration Requirement; Termination:** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;
 2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Town; and
 3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

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

TOWN OF PEMBROKE PARK

BY: _____
MAYOR ASHIRA MOHAMMED

APPROVED AS TO LEGAL FORM:

BY: _____
JACOB G. HOROWITZ
Town Attorney

DRC EMERGENCY SERVICES, LLC, an
Alabama limited liability company

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:

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RESOLUTION NO. 2024-024

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO
SECTION 2-88 OF THE TOWN'S CODE OF ORDINANCES,
APPOINTING STANLEY W. MERANTUS AS THE
TOWN'S PUBLIC SERVICES DIRECTOR; PROVIDING
FOR CONFLICTS; PROVIDING FOR SEVERABILITY;
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Section 2-88 of the Town's Code of Ordinances provides for the appointment of a Public Services Director by resolution of the Town Commission; and

WHEREAS, the Town Manager has vetted applicants to serve as the Town's Public Service Director and recommends the hiring of Stanley W. Merantus; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that hiring Mr. Merantus to serve as the Town's Public Services Director 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:**

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

Section 2. That, in accordance with Sec. 2-88 of the Town's Code of Ordinances, the Town Commission hereby approves the Town Manager's recommendation and appoints Stanley W. Merantus to serve as the Town of Pembroke Park's Public Services Director.

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

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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.

MAYOR ASHIRA MOHAMMED

ATTEST:

SUZI REUTLINGER
Acting Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney



October 28, 2024

Ashira Mohammed
Town of Pembroke Park, Florida
3150 SW 52nd Ave
Pembroke Park, FL 33023

Re: Engagement Letter for Actuarial Services

Thank you for this opportunity to provide actuarial and consulting services to the Town of Pembroke Park, Florida. This letter and attachments (collectively, the "Agreement") document the Scope of Services ("Services") that Northern Consulting Actuaries, Inc. d/b/a VIA Actuarial Solutions (hereafter, "VIA" or "we" or "our") will provide to the Town of Pembroke Park, Florida. (hereafter "Pembroke Park" or "you" or "yours" or "Client") and the Town of Pembroke Park's Pension Plan (hereafter "Plan"). It also describes our fees, expenses, and the Terms and Conditions for those services.

After reviewing the enclosed Scope of Services and Terms and Conditions, please sign and date the Acknowledgement and Consent form. Future services will be provided under this same engagement letter for a fee agreed to by both parties, or we can provide an updated engagement letter if you prefer.

Please feel free to contact us if you have any questions about the proposed engagement. We will commence work under this engagement upon receipt of a signed copy of this Agreement.

Thank you again for choosing VIA Actuarial Solutions to be your trusted actuarial consultant.

Sincerely,

Scott Striegel, FSA, EA, MAAA
Consulting Actuary

L/D/C/R: 3/ses/mws



www.VIAactuarial.com

Scope of Services

Our proposed scope of services and related fees are outlined below.

Fixed Fee Services	Fixed Fee
FY2024 actuarial valuation, including calculation of 2024 actuarially determined contribution, accounting results under ASC 960 and GASB 68, and Florida Statute 112.64 reporting	\$6,700

Other Consulting Services (Upon Request)	Fee
Actuarial review meetings (videoconference)	\$500
Other consulting projects	Hourly rates

Out-of-scope and consulting projects will be billed based on the time and expense needed to complete these projects or for a fixed fee agreed upon by both parties. For calendar year 2024, our hourly rates are \$150 to \$250 for actuarial analysts and managers and \$350 to \$400 for consulting actuaries. We are glad to estimate fees for additional projects as requested. Out-of-scope projects may include time spent on:

- meetings and preparation,
- significant changes in your plan, accounting, or funding arrangements, and
- cleanup of inaccurate data or data not provided in the form requested.

The annual fees and hourly rates stated in this engagement letter are subject to annual inflationary updates beginning in 2025 and each year thereafter. VIA will propose inflationary adjustments to the Plan before beginning work on subsequent valuations. The hourly rate schedule is updated automatically each calendar year.

The proposed fees assume no substantial changes to the plan census, assumptions, plan provisions, or funding arrangement. If any of these factors change significantly then we will provide a separate proposed fee.

Out-of-pocket expenses will be passed on to you without markup. Bills are sent as often as monthly, and your payment is due within 30 days of the invoice date. Interest will accrue on the unpaid balance at the rate of ½% per month. If we receive your payment within 30 days, the interest will be waived.



Terms and Conditions

COOPERATION AND WARRANTY REGARDING DOCUMENTS AND INFORMATION. You understand that in order for us to provide the Services to you we will require your assistance and cooperation. You agree to provide us with all documents and information reasonably requested by us in order for us to perform the Services and you warrant that such documents and information are true and accurate to the best of your knowledge after due inquiry. We will not be liable for any inaccurate results of our Services due to our reliance upon incorrect or incomplete documents or information.

CONFIDENTIALITY. All data, records, and information concerning the Plan and the participants of the Plan provided by you or on your behalf to VIA in connection with this Agreement, other than information that is either in the public domain, obtained from third parties, or which is otherwise developed by VIA shall be considered "Confidential Client Information." VIA agrees to use reasonable efforts to protect all Confidential Client Information and has reasonable safeguards to protect against the disclosure or misuse of Confidential Client Information that is in VIA's care or custody. VIA will protect the Confidential Client Information with the same degree of care that it uses to protect and safeguard VIA's own like information, but not less than the degree of care that would be exercised by a prudent person given the sensitivity of the Confidential Client Information. In preserving the confidentiality of Client communications and information, it is important that we have your agreement on the methods we will use in communicating with you. Unless you tell us otherwise, you agree that it is appropriate to use mail and emails in the course of our providing the Services to you without encryption or other special measures. The exception is transmission of participant census data which must be transmitted using our secure data transfer site or similar method. Please let us know if you have special requests or requirements for the methods of communication or persons to be included in such communications.

RETENTION OF RECORDS. We will retain final copies of actuarial work products for seven years after completion of each project. Although we keep copies of the work we perform for you for seven years, these copies are solely for our files. The plan sponsor is responsible for keeping copies of all documents needed for the Plan's permanent records, including copies of the work we perform for you and the information we send to you.

DETERMINATION OF FEES THAT MAY BE PAID BY THE PLAN. If you choose to pay our or other fees from the Plan, it is your responsibility as the fiduciary to ensure that it's permissible for the Plan to pay for such activities.

INDEMNIFICATION. You agree as part of this engagement to indemnify and hold harmless VIA from and against any and all claims, losses, damages, liabilities, costs, and other expenses of any kind whatsoever (including, without limitation, all reasonable attorneys' fees and collection or court costs) arising from or in connection with the operation of the Plan or the rendering of plan-related services by the Client, the Plan Administrator, or any third party. This indemnification does not include claims, losses, damages, liabilities, costs, and expenses attributable solely to any gross negligence or willful misconduct by VIA in the performance of our responsibilities under this engagement.

We agree as part of this Agreement to indemnify and hold harmless the Client and the Plan from and against any and all claims, losses, damages, liabilities, costs, and other expenses of any kind whatsoever (including, without limitation, all reasonable attorneys' fees and collection or court costs) (collectively "Claims") arising from or in connection with the operation of the Plan or the rendering of plan-related services by VIA, to the



Terms and Conditions *(continued)*

extent that such Claims are attributable solely to gross negligence or willful misconduct by VIA in the performance of our responsibilities under this engagement.

REPRESENTATIONS AND WARRANTIES. We represent and warranty that we (a) have the right, power and authority to enter into this Agreement and to fully perform all of our obligations hereunder; and (b) will use commercially reasonable efforts to provide all services required of us under the Agreement in accordance with prevailing industry standards. You represent and warranty that you have the right, power, and authority to enter into this Agreement and to fully perform all of your obligations hereunder.

NO ASSIGNMENT OR DELEGATION. Neither VIA nor you may assign this Agreement in whole or in part, nor delegate any part or all of its duties, without the other's prior written consent.

SEVERABILITY. If any provision of this Agreement is held to be or is invalid or unenforceable, the validity and/or enforceability of the remaining portions shall not be impaired or affected in any way. A waiver of any provision of this Agreement does not likewise waive any other provision of this Agreement.

MODIFYING THIS ENGAGEMENT. The terms of this engagement between you and us represented by this Agreement shall not be subject to modification (except with regard to fees, as outlined above), except as agreed upon in writing by both you and us.

TERM AND TERMINATION. This engagement letter is effective beginning October 1, 2024 and shall automatically renew on an annual basis unless terminated earlier by either party as described below. Future actuarial services will be provided under this same engagement letter for a fee agreed to by both parties and described in a new Scope of Services, or we can provide an updated engagement letter if you prefer.

You have the right to terminate our services with 60 days prior written notice. Termination of our services will not relieve you of the obligation to pay for all accrued charges and expenses for work through the end of our engagement. We will have the same right of termination, subject to our obligation to give you 60 days prior written notice. If our billing statements are not timely paid, however, we will have the right to terminate our Services upon 5 days prior written notice following a default in the payment of our fees and expenses, upon the expiration of which notice period we will have the right to not provide any Services or advance any expenses until all amounts due are paid in full. Furthermore, if we are required to take action to collect our fees and expenses, you agree to pay all professional fees (including reasonable attorneys' fees) and expenses incurred by us in such collection action.

ENTIRE AGREEMENT. Our performance of the Services is subject to the terms of this letter, including our Terms and Conditions ("Terms and Conditions"). This letter, together with the Scope of Services and these Terms and Conditions, constitute the entire Agreement between VIA Actuarial Solutions and you and supersede all previous agreements between us whether written or oral. Should the scope of our Services change, you agree that we will either amend the Scope of Services or we will execute a new engagement letter incorporating such changes. We will not be required to provide Services not included in the Scope of Services agreed to in this letter.



Acknowledgement and Consent

The undersigned authorized representative of the Town of Pembroke Park, Florida (Pembroke Park) and the Town of Pembroke Park's Pension Plan (the Plan) has read this letter from VIA Actuarial Solutions, understands its contents, and agrees on behalf of Pembroke Park and the Plan to the Scope of Services; fees and expenses; and Terms and Conditions set forth in the Agreement.

Date: _____, 2024

By _____

Title _____



RESOLUTION NO. 2023-008

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND ADOPTING ARTICLES OF CENSURE AGAINST COMMISSIONER GEOFFREY JACOBS; FINDING THAT COMMISSIONER JACOBS HAS VIOLATED THE TOWN'S CODE OF CONDUCT, AS SET FORTH IN RESOLUTION NO. 2020-090, DATED DECEMBER 9, 2020; FINDING THAT COMMISSIONER JACOBS' BEHAVIOR IS UNACCEPTABLE AND THAT HE MUST MAINTAIN ORDER, DECORUM, CIVILITY AND RESPECT; AND PUBLICLY REPRIMANDING COMMISSIONER JACOBS FOR HIS CONTINUED MISCONDUCT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park (the "Town") is a municipal corporation located within Broward County, duly organized and existing under the laws of the State of Florida and is charged with providing exceptional public services to residents located within its corporate limits; and

WHEREAS, in December 9, 2020, the Town Commission adopted Resolution No. 2020-090 (the "Resolution"), thereby establishing a Code of Conduct for the Town's elected and appointed officials; and

WHEREAS, Commissioner Jacobs was Mayor of the Town when the Resolution was adopted; and

WHEREAS, then-Mayor Jacobs voted in favor of the Resolution in December 2020 and executed the Resolution, as mayor, upon adoption; and

WHEREAS, at the May 25, 2023 Town Commission workshop, the Town Commission, by consensus and at the request of Clerk-Commissioner Hodgkins, authorized and directed the Interim Town Attorney's Office to commence the drafting of a resolution providing for the formal censure and public reprimand of Commissioner Jacobs for the reasons set forth herein; and

WHEREAS, the Town Commission finds that Commissioner Jacobs has repeatedly violated the Resolution, as set forth in greater detail in this resolution, and that Commissioner Jacobs' continued misconduct warrants a strong rebuke from the Town Commission; and

WHEREAS, Section 1(1)(a) of the Resolution states, as follows:

It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlines in parliamentary procedure.

WHEREAS, since Commissioner Jacobs was succeeded as mayor by Mayor Ashira Mohammed on April 12, 2023, Commissioner Jacobs has disregarded Mayor Mohammed's repeated efforts to maintain decorum and focus the commission discussion on agenda items and Town business; and

WHEREAS, Section 1(1)(b) of the Resolution states, as follows:

Difficult questions, tough challenges to a particular point of view and criticism or ideas and information are legitimate elements of debate by a free democracy in action. Free debate does not justify nor permit, however, public officials to make belligerent personal, impertinent, slanderous, threatening, abusive, or disparaging comments about other officials, Town staff or members of the public.

WHEREAS, Commissioner Jacobs has repeatedly directed slanderous, threatening, abusive and disparaging comments towards fellow commission members, Town staff and members of the public at public meetings conducted in accordance with Sec. 286.011, F.S., the Florida Sunshine Law; and

WHEREAS, Commissioner Jacobs, at such public meetings of the Town Commission, including regular and workshop meetings, has referred to fellow commission members as "stupid" and "ignorant;" and

WHEREAS, in October 2022, then-Mayor Jacobs sent a homophobic and misogynistic Tik Tok video to the then-Town Attorney, who was an openly gay Town employee, exposing the Town to serious, potential liability and resulting in criminal complaints being filed; and

WHEREAS, on April 12, 2023, the Town's HR Director made an impassioned presentation to the Commission on behalf of "current and former Town employees who do not have a voice," raising charges of intimidation and retaliation against Commissioner Jacobs and accusing Jacobs of attacking Town staff and Town officials on social media; and

WHEREAS, the HR Director further raised allegations of "toxic and abusive" behavior by Commissioner Jacobs and alleged that Commissioner Jacobs has created a "hostile" work environment in the Town; and

WHEREAS, the HR Director's presentation resulted in the Town Commission initiating an investigation into Commissioner Jacobs pursuant to the Town's investigation policy; and

WHEREAS, on May 8, 2023, the HR Director formally notified the Town Manager and the Interim Town Attorney that Commissioner Jacobs had referred to her as a "Nazi" in front of other Town employees at the Town's Food Drive event on May 6; and

WHEREAS, as the decedent of Holocaust survivors, the HR Director was particularly offended by these egregious and outrageous comments; and

WHEREAS, Section 1(1)(C) of the Resolution states, as follows:

If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used.

WHEREAS, Commissioner Jacobs has failed to apologize to Town staff and other Town officials despite repeatedly attacking such individuals, publicly and privately, and receiving calls for him to demonstrate some form of contrition; and

WHEREAS, Section 1(3)(a) of the Resolution states, as follows:

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards Town staff or appointed officials is not acceptable and will not be tolerated.

WHEREAS, as previously noted, while mayor, Commissioner Jacobs sent a homophobic and misogynistic video to a gay Town employee, exposing the Town to serious, potential liability; and

WHEREAS, as further noted, Commissioner Jacobs allegedly referred to an employee of Jewish heritage as a “Nazi” at a Town event; and

WHEREAS, Section 1(3)(c) of the Resolution states, as follows:

Elected and appointed Town officials should never express concerns about the performance of a Town employee in public, to the employee directly, or to the employee’s supervisor. Comments about staff performance should only be made to the Town Manager through private correspondence or conversation.

WHEREAS, Commissioner Jacobs has routinely and repeatedly attacked the job performance of certain Town employees in public meetings; and

WHEREAS, Commissioner Jacobs has made posts on social media publicly questioning the integrity of not only his fellow commission members, but also of Town employees; and

WHEREAS, Commissioner Jacobs has, at public meetings, referred to the Town as a “shithole” and a “shitshow,” prior to his election to office; and

WHEREAS, other members of the Town Commission, and certain members of the Town's professional staff, have attempted to caution Commissioner Jacobs about his continued unacceptable behavior; and

WHEREAS, the Town Commission finds that censuring Commissioner Jacobs for violations of the Town's Code of Conduct is in the best interests of the citizens and residents of the Town, and that the adoption of this resolution demonstrates to the Town and its professional staff that the conduct and behavior exhibited by Commissioner Jacobs is unacceptable.

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. That the Articles of Censure, as detailed in the foregoing "Whereas" clauses, are hereby accepted and adopted by the Town Commission, and the Town Commission hereby finds that Commissioner Jacobs has violated the Town's Code of Conduct, as set forth in Resolution No. 2020—90.

Section 3. That the Town Commission hereby formally censures and publicly reprimands Commissioner Jacobs for his continued unacceptable behavior and misconduct. Further, the Town Commission finds that Commissioner Jacobs' conduct is unacceptable and that he must maintain order, decorum, civility and respect in his dealings with fellow commission members and the Town's professional staff.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 14th day of June, 2023.




ASHIRA MOHAMMED
Mayor

ATTEST:


MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency


JACOB G. HOROWITZ
Interim Town Attorney

RESOLUTION NO. 2024-2023

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

WHEREAS, the Town of Pembroke Park (the "Town") is a municipal corporation located within Broward County, duly organized and existing under the laws of the State of Florida and is charged with providing exceptional municipal public services to citizens and residents located within its corporate limits; and

WHEREAS, Sec. 2-16 of the Town's Code of Ordinances establishes a Code of Conduct for the Town's elected and appointed officials (the "Code of Conduct" or "Code"); and

WHEREAS, the Code of Conduct provides, in relevant part, that all members of the Town Commission shall:

- (1) Work to foster an atmosphere of respect and civility among colleagues on the Town Commission, Town employees, and members of the public;
- (2) Be professional and respectful in all interactions with each other, Town staff and members of the public, including oral and written interactions;

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(5) Refrain from using profanity, intimidation, making disparaging remarks and using ad hominem attacks towards each other or towards members of the public in any setting, including, but not limited to Town Commission meetings and on social media;

WHEREAS, notwithstanding the clear and unequivocal requirement of the Code of Conduct, and prior to the regular Town Commission meeting on October 9, 2024, but during a brief interaction between Commissioner Jacobs and Clerk-Commissioner Hodgkins, Commissioner Jacobs threatened the life and home of Clerk-Commissioner Hodgkins; and

WHEREAS, more specifically, Commissioner Jacobs threatened Clerk-Commissioner Hodgkins, stating that he would be homeless and dead “soon;” and

WHEREAS, this interaction was just the latest in a long list of alleged offenses and violations by Commissioner Jacobs of the Code of Conduct; and

WHEREAS, as further example, Commissioner Jacobs has publicly, and without merit, accused commission members of being criminals and made threatening remarks towards the Town’s professional staff,

WHEREAS, on June 14, 2023, the Town Commission adopted Resolution No. 2023-008, thereby adopting Articles of Censure against Commissioner Jacobs for prior violations of the Code of Conduct and directing the commissioner to maintain order, decorum and civility during the course of his public duties; and

WHEREAS, Commissioner Jacobs has continued to violate the Town’s Code of Conduct and foster an environment of hostility and disharmony in the Town; and

WHEREAS, the actions of Commissioner Jacobs during his tenure in office have resulted in multiple lawsuits and complaints with the Equal Employment Opportunity Commission filed against the Town by current and former employees; and

WHEREAS, the Town has further engaged outside independent counsel investigators, at great expense to the taxpayers of the Town, to conduct multiple investigations against Commissioner Jacobs resulting from human resources / personnel complaints filed against the Commissioner by current and former employees, including, but not limited to:

- 1) Haddad Coleman Investigative Report, dated August 1, 2023
- 2) Shutts / Calloway Investigative Report, dated March 26, 2024

; and

WHEREAS, at the October 23, 2024, Town Commission workshop, the Town Commission, by consensus and at the request of Clerk-Commissioner Hodgkins, authorized and directed the Town Attorney's Office to commence the drafting of a resolution providing for the formal censure and public reprimand of Commissioner Jacobs for the reasons set forth herein; and

WHEREAS, the Town Commission finds and publicly determines that Commissioner Jacobs has continued to violate the Code of Conduct and that Commissioner Jacobs' continued misconduct warrants a strong public rebuke by and from the Town Commission;

WHEREAS, the Town Commission can only conclude that the nature, tenor and frequency of such violations are willful and intentional on the part of Commissioner Jacobs; and

WHEREAS, Commissioner Jacobs has disregarded and disrespected the Commission's prior direction set forth in Resolution No. 2023-008 to cease all threatening and harassing behavior, and the Town Commission seeks to reaffirm and readopt Resolution No. 2023-008; and

WHEREAS, the Broward County Office of the Inspector General (the "OIG") has recently conducted multiple investigations into the conduct of Commissioner Jacobs and published several reports detailing misconduct and misuse of public funds by Commissioner Jacobs, OIG Final Report, Ref. OIG 23-018-M, dated September 5, 2024; and

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WHEREAS, other members of the Town Commission, and certain members of the Town's professional staff, have repeatedly attempted over the years, both publicly and privately, to respectfully caution Commissioner Jacobs about his continued unacceptable behavior; and

WHEREAS, Commissioner Jacobs has been afforded an opportunity to publicly respond to this resolution; and

WHEREAS, the Town Commission finds that censuring Commissioner Jacobs for repeated willful violations of the Town's Code of Conduct is in the best interests of the citizens and residents of the Town, and that the adoption of this resolution demonstrates to the citizens of the Town and its professional staff that the conduct and behavior continuously exhibited by Commissioner Jacobs is unacceptable; and,

WHEREAS, Sec. 112.51(1), F.S., authorizes the Governor to suspend a municipal officer for malfeasance, misfeasance, neglect of duty, habitual drunkenness, incompetence or permanent inability to perform official duties; and,

WHEREAS, Florida courts have held that "malfeasance" is the performance of completely illegal or wrongful acts by an elected official; and,

WHEREAS, the Town Commission finds that the conduct of Commissioner Jacobs described herein amounts to malfeasance in office, as his behavior resulting in multiple complaints, and multiple investigations substantiating the behavior, despite the clear dictates of the Town's Code of Conduct, are completely illegal or wrongful, as well as incompetence in that it appears Commissioner Jacobs is incapable of avoiding violations of the Town's Code of Conduct and applicable laws as outlined in the investigative reports, and thus warranting suspension by the Governor.

**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. All reports referenced in this resolution are expressly incorporated herein by reference and made a part hereof.

Section 2. That the Articles of Censure, as detailed in the foregoing "Whereas" clauses, are hereby accepted and adopted by the Town Commission, and the Town Commission hereby finds and determines that Commissioner Jacobs has violated the Town's Code of Conduct, as set forth in Sec. 2-16 of the Town's Code of Ordinances.

Section 3. That the Town Commission hereby formally censures and publicly reprimands Commissioner Jacobs for his continued unacceptable behavior and misconduct. Further, the Town Commission finds that Commissioner Jacobs' conduct is unacceptable and that he must maintain order, decorum, civility and respect in his dealings with fellow commission members and the Town's professional staff.

Section 4. That a copy of this resolution, along with a copy of Resolution No. 2023-008, copies of all relevant Town investigative reports, and copies of all relevant reports of the Broward County Office of the Inspector General, be transmitted to the Governor for review; and further requesting that the Governor suspend Commissioner Jacobs from office for malfeasance and incompetence pursuant to Sec. 112.51, F.S.

Section 5. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 6. 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 7. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

MAYOR ASHIRA MOHAMMED

ATTEST:

SUZI REUTLINGER
Acting Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney

AMENDED EMPLOYMENT AGREEMENT

THIS AGREEMENT (hereinafter referred to as “Agreement”), is by and between Town of Pembroke Park, Florida, a subdivision of the State of Florida (hereinafter referred to as “Town”), and David Lynch (hereinafter referred to by name or as “Town Manager”).

WITNESSETH:

WHEREAS, the Town Commission desires to appoint David Lynch to serve as the Town Manager of the Town of Pembroke Park, Florida in accordance with Sec. 2-92 of the Town’s Code of Ordinances; and

WHEREAS, the Town, through its Town Commission, desires to provide for certain benefits and compensation for Town Manager and to establish conditions of employment applicable to Town Manager; and

WHEREAS, David Lynch desires to be employed as Town Manager of the Town of Pembroke Park under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment

A. The Town’s employment of David Lynch shall be commence on October 21, 2024, and will continue for a period of three (3) years. Provided that neither party gives the other two (2) months’ written termination notice, there shall be an unlimited number of one (1) year automatic renewals of this Agreement. In the event the Town Commission decides not to renew this Agreement, there shall be no severance pay made except for accumulated Vacation Leave (up to a maximum of 400 hours) and sick leave (up to \$500.00). In the event that less than two (2) months’ notice of termination is provided by either party, terminations shall occur in accordance with Sections 11 and 12 of this Agreement.

Section 2. Salary and Evaluation

A. For the performance of services pursuant to this Agreement, the Town agrees to pay the Town Manager an annual base salary of One Hundred Sixty-five Thousand Dollars and 00/100 (\$165,000.00), payable in equal weekly installments at the same time as other Town employees are paid.

B. After the first full year of this Agreement, and annually thereafter, should the general Town staff receive a cost of living increase, the Town Manager will receive the same increase at the same time as the other staff.

C. Not less than (30) thirty days prior to the first anniversary date of this Agreement, and annually thereafter, the Town Manager and Town Commissioners shall meet individually,

and, in consideration of resources provided and matters outside the control of the Town Manager and Town Commission, discuss the Town Manager's performance and how the Town Commission can assist the Town Manager in performing the Town Manager's duties. Following the individual meetings with the Town Commissioners, the Town Manager will provide the Town Commission with a draft progress report inclusive of the Town Manager's and Town Commissioners' comments and suggestions. Following the Town Commission's review of the draft, the Town Manager shall prepare the final progress report to the Town Commission for adoption.

D. The Town may also increase the Town Manager's base salary and/or other benefits of the Town Manager in such amounts and to such an extent as the Town Commission may determine desirable on the basis of an annual performance evaluation of the Town Manager. The form of the evaluation shall be suggested by the Town Manager and approved by the Town Commission. The annual evaluation shall be made between June 1st and August 1st of each year in which this Agreement is effective.

E. Nothing in this Section shall require the Town to increase the base salary or other benefits of the Town Manager. Furthermore, the Town's failure to conduct any of the scheduled evaluations shall not constitute noncompliance with a material provision of this Agreement.

Section 3. Duties and Obligations

A. The Town Manager shall have the duties, responsibilities and powers of said office under the Pembroke Park Code of Ordinances. The Town Manager agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability and in a professional and competent manner.

B. The Town Manager shall remain in the exclusive employ of the Town and shall devote all such time, attention, knowledge and skills necessary to faithfully perform his duties under this Agreement. The Town Manager may, however, engage in educational and professional activities and other employment activities, provided that such activities shall not interfere with his primary obligation to the Town as its Town Manager. The Town Commission has the sole and unilateral discretion to amend this provision if a majority of the Town Commission finds that the Town Manager's outside activities interfere with the performance of his duties pursuant to this agreement. The Town Manager shall dedicate no less than an average of forty (40) hours per week in the performance of his duties hereunder, and shall be present at Town Hall on Monday through Friday during regular business hours.

C. In the event the Town Manager shall serve on any appointed boards or elected boards of any professional organization, or serve on any committees related to his professional activities, in the event any monies are paid, or gifts received, by the Town Manager related to such service, such money or property shall be paid over to or delivered to the Town, unless otherwise provided by the Town Commission.

D. In the event the Town Manager is temporarily unable to perform his duties, he shall nominate an Acting Town Manager for consideration and designation, if acceptable, by Town Commission.

Section 4. Automobile Allowance and Communications Equipment

The Town Manager is required to be on call for twenty-four hour service. In recognition thereof:

A. Automobile Allowance

1. During the term of this Agreement the Town will provide the Town Manager with an automobile allowance in the amount of five hundred dollars and 00/110 (\$500.00) per month. The Town Manager shall be responsible for providing all insurance, including liability and collision, and shall pay the cost of all fuel and maintenance of his own vehicle. The Town shall not be responsible for any vehicle-related expenses for the Town Manager other than the automobile allowance established by the section. The Town Manager shall be further responsible for any and all incomes taxes and other tax obligations that may be payable as a result this allowance.

- B. Town shall not provide the Town Manager with a cell phone or laptop computer capable of remote connection to Town internet for his use in conducting Town business. The Town shall provide the Town Manager with a desktop computer at City Hall for use for Town business.

Section 5. Dues and Subscriptions

The Town agrees to pay the Town Manager's professional dues for membership in the International City/County Management Association, the Florida City and County Management Association or other local government management professional association. The Town shall pay other dues and subscriptions on behalf of the Town Manager as are approved in the Town's annual budget (on a line item basis) or as authorized separately by the Town Commission.

Section 6. Professional Development

The Town agrees to pay reasonable and customary travel and subsistence expenses pursuant to the Town's travel policy for the Town Manager's travel to and attendance at the International City/County Management Association's annual conference, the Florida City and County Management Association's annual conference or other local government management professional association's annual conference. The Town may choose to pay for the Town Manager's attendance at other seminars, conferences, and committee meetings as it deems appropriate and approves by Town Commission action. Travel outside of the State of Florida requires Town Commission prior approval.

Section 7. Vacation Leave, Personal Holiday, and Sick Days

A. The Town Manager shall be entitled to one hundred sixty (160) hours of annual Vacation Leave during each year of the term of this Agreement. The Town Manager's annual Vacation Leave shall be available for use upon commencement of employment and each year thereafter on the service date anniversary. There is no limit on the amount of Vacation Leave that may carry forward. Upon separation of employment, Town Manager shall be paid for up to Four Hundred (400) hours of unused Vacation Leave.

B. In addition to Vacation Leave, the Town Manager shall be entitled to personal leave days in each calendar year, as provided in the Town's Personnel Policies and Procedures Manual, as may be amended from time to time. Vacation leave may not be carried forward from year to year.

C. Town Manager shall be entitled to and abide by the Sick Leave Policy stated in the Town Personnel Policies and Procedures Manual, effective December 2021, or as such policy may be updated and adopted upon future action of the Town Commission.

Section 8. Holidays

The Town Manager is entitled to the same paid holidays as the general Town staff.

Section 9. Health, Dental, Vision, Life and Disability Insurance

A. The Town agrees to pay 100% of the Town Manager's health, dental and vision insurance and the Town Manager's long term disability insurance on the same terms as general employees, with the exception that the Waiting Period for the insurance is waived and the insurance is effective on the date of hire. The Town Manager may waive the City's health insurance provided by this section by providing the Town with written notice of his intent to waive such coverage within five (5) days of the execution of this Agreement. As consideration for a waiver of such insurance, the Town shall provide the Town Manager with a one-time relocation stipend not to exceed \$8,000. Upon completion of such relocation, the Town Manager shall submit moving expense receipts to the Town's Human Resources department for review and reimbursement up to \$8,000. Relocation expenses may include furnishings for the Town Manager's residence, subject to the \$8,000 limit on such expenses.

B. Life insurance for the Town Manager shall be provided in a group term policy in the amount of \$165,000 and a permanent coverage policy in the amount \$216,000.00 (subject to medical eligibility).

C. Supplemental life insurance in larger amounts can be requested in accordance with and subject to the "Evidence of Insurability Form" being approved through the underwriting guidelines. Such supplemental life insurance is at the Town Manager's expense.

Section 10. Retirement

The Town agrees to contribute as stipulated by the Florida Retirement System Senior Management Class of the Town Manager's base salary to the Florida Retirement System, upon approval by the Town's Finance and Budget Department, such approval not to be unreasonably withheld. Contribution percentage amounts are subject to change each year based on legislative law changes, investment experience, and the actuarial experience of the trust fund.

Section 11. Termination by the Town and Severance Pay

A. The Town Manager shall serve at the pleasure of the Town Commission, and the Town Commission may terminate this Agreement and the Town Manager's employment with the Town at any time, with or without "just cause," as set forth in this section.

B. Termination "without just cause." Should a majority of the members of the Town Commission, then currently holding office, vote to terminate the services of the Town Manager "without just cause," then within ten (10) business days following such vote, the Town Commission shall cause the Town Manager to be paid any accrued and unpaid salary and benefits earned (including 400 hours maximum hours of Vacation Leave, up to Five Hundred (\$500.00) dollars of Sick Leave, and insurance, but excluding such items and allowances as are used in conducting Town business such as, but not limited to, the use of the Town computer and the automobile and cell phone allowance) prior to the date of termination based on a forty (40) hour work week. If such termination without just cause occurs within the first twelve (12) months of employment, Employee shall receive a cash payment equal to eight (8) weeks of the Employee's aggregate salary; if such termination occurs within the first twenty-four (24) months of employment, Employee shall receive a cash payment equal to fourteen (14) weeks of the Employee's aggregate salary; if such termination occurs between after the employee has been employed for at least twenty-four (24) months, Employee shall receive a cash payment equal to twenty (20) weeks of the Employee's aggregate salary ("Severance Pay"). As consideration for such Severance Pay, the Town Manager shall, prior to receipt thereof, execute and deliver to the Town a general release of the Town, the Town Commission members, and all Town officers, agents, and employees for all claims, acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by the Town Attorney.

C. Termination "with just cause." In the event the Town Manager is terminated "with just cause," the Town, with the exception of accrued and unpaid salary and benefits actually earned, shall have no obligation to pay the amounts outlined in Section 11, Paragraph B of this Agreement. For purposes of this Agreement, "just cause" is defined and limited to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the Town Manager's duties and responsibilities.
2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.

3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination.
5. The commission of any fraudulent act against the interest of the Town.
6. The commission of any act which involves moral turpitude, or which causes the Town disrepute.
7. Violation of the International City/County Management Association Code of Ethics or being found to have committed an ethics violation by the Florida Commission on Ethics.
8. Any other act of a similar nature of the same or greater seriousness.

D. In the event Town terminates the Town Manager “with just cause,” as provided in Paragraph C above, then the Town Manager will be given a written copy of the particulars and shall have the right to appear in public before the Town Commission, with counsel, if so desired, and present evidence, argument, and rebuttal concerning said allegations. After such hearing, if a majority of the members of the Town Commission then currently holding office finds there is cause to terminate the Town Manager, then the Town Manager shall not be entitled to severance pay. Said hearing shall be held within sixty (60) days of the notice of terminations.

E. In the event the Town Commission, during the employment term, reduces the salary or other benefits of the Town Manager, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time Town employees, or in the event the Town allegedly refuses to comply with any other material provision of this Agreement benefiting the Town Manager, the Town Manager shall notify the Town Commission in writing of the alleged violation. The Town Commission shall have forty-five (45) days from such notice within which to cure the violation, otherwise, the Town Manager may at his option, consider such violation as termination “without just cause” as of the date of such alleged reduction or refusal, and the severance pay provisions and other termination provisions contained herein shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal.

Section 12. Termination by the Town Manager

The Town Manager may terminate this Agreement at any time by delivering to the Town Commission a written notice of termination not later than two (2) months prior to the effective date of the notice of termination. If the Town Manager terminates this Agreement, then the provisions of Section 11, Paragraph B above, shall not apply. If the Town Manager voluntarily resigns pursuant to this Section, the Town shall pay to the Town Manager all accrued compensation due the Town Manager up to the Town Manager's final day of employment, including any accrued Vacation Leave up to the Four Hundred (400) hour limit. The Town shall have no further financial obligation to the Town Manager pursuant to this Agreement. This

subsection shall not prevent the Town Manager from collecting any money earned as a result of participation in a deferred retirement or pension program approved as per Section 10 of this Agreement.

Section 13. Disability

If the Town Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks beyond any accrued leave, the Town shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 11, Paragraph B of this Agreement.

Section 14. Indemnification

A. Town shall defend, save harmless, and indemnify the Town Manager against any action for any injury or damage suffered as a result of any act, event, or omission of action that the Town Manager reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The Town will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The Town shall not be liable for the acts or omissions of the Town Manager committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the Town Manager shall reimburse the Town for any legal fees and expenses the Town has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as Town Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the Town.

Section 15. Code of Ethics

Inasmuch as the Town Manager is an active full member of the International City/County Management Association (ICMA), or other local government management professional association, the "Code of Ethics" promulgated by ICMA or other local government management professional association is incorporated herein, and by this reference made a part hereof. Said "Code of Ethics" shall furnish principles to govern the Town Manager's conduct and actions as Town Manager of the Town. Additionally, the Town Manager shall abide by the standards established by the Florida Commission on Ethics.

Section 16. Attorney's Fees

If any litigation is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable

attorney's fees and expenses incurred in connection therewith, including appellate fees and expenses.

Section 17. Bonding

The Town agrees to bear the full cost of any fidelity or other bonds required of the Town Manager under any policy, regulation, ordinance or law.

Section 18. Transparency

A. Open Door Policy: The Town Manager shall maintain an open door policy encouraging communication between the members of the Town Commission, Town Employees, residents, property owners and other persons who have matters of interest related to the well-being of the Town.

B. Governmental Relations: The Town Manager shall strive to maintain positive constructive relationships with elected officials, employees and agents of other governmental agencies for the purpose of mutual good will and the constructive conduct of business regarding matters of interest between the parties.

C. Communications: The Town Manager and Town Commission shall work cooperatively to keep each other and the community informed as to the status of plans, projects and the operations of the Town.

D. Right to Speak: The Town Manager shall have the right to address the Town Commission orally and/or in writing in all matters before the Town Commission affecting those matters under his responsibility and/or his employment with the Town.

Section 19. General Terms and Conditions

A. If any provision or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of Town Manager.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Broward County, Florida.

F. Upon Town Manager's death, the Town's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement;
3. Payment of all outstanding hospitalization, medical, vision and dental bills in accordance with this Agreement;
4. Payment of all life insurance benefits in accordance with this Agreement;

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

I. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

Executed by the TOWN this ____ day of _____, 2024.

TOWN OF PEMBROKE PARK

By: _____
Ashira Mohammed, Mayor

ATTEST:

Town Clerk

Executed by the TOWN MANAGER this ____ day of _____, 2024.

Witnesses:

Signature

David Lynch

Print Name

Signature

Print Name

RESOLUTION NO. 2024-025

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 2-92 OF THE TOWN'S CODE OF ORDINANCES, RATIFYING THE APPOINTMENT OF DAVID LYNCH AS TOWN MANAGER, IN ACCORDANCE WITH THE AMENDED EMPLOYMENT AGREEMENT ATTACHED HERETO AS EXHIBIT "A;" CONFIRMING LIFE INSURANCE COVERAGE FOR THE TOWN MANAGER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 2-92 of the Town's Code of Ordinances provides for the appointment of a Town Manager by resolution of the Town Commission; and

WHEREAS, on October 9, 2024 the Town Commission approved an employment agreement (the "Agreement") with David Lynch and engaged Mr. Lynch as the Town Manager; and

WHEREAS, Sec. 9(B) of the Agreement provided for the Town to pay for life insurance for the Town Manager in an amount equal to the greater of \$100,000 or the highest amount offered through the Town's insurance carrier; and

WHEREAS, the Town Commission had previously approved life insurance coverage for the Town Commission and certain department heads, including the Town Manager, in group term policy in the amount of \$165,000 and a permanent coverage policy in the amount \$216,000.00 (subject to medical eligibility); and

WHEREAS, insurance benefit eligibility shall commence December 1, 2024; and

WHEREAS, the Town Commission seeks to ensure that the Town Manager is provided with the same life insurance coverage and that his employment agreement is consistent with the Town's prior policy related to life insurance coverage; and

{00624386.1 3399-0000000 }

WHEREAS, the Town Commission now seeks to ratify the appointment of Mr. Lynch in accordance with Sec. 2-92 of the Town's Code of Ordinances and the Amended Employment Agreement attached hereto as Exhibit "A"; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that ratifying the appointment of David Lynch to serve as Town Manager 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:

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

Section 2. That, in accordance with Sec. 2-92 of the Town's Code of Ordinances, the Town Commission hereby ratifies and approves the appointment of David Lynch to serve as the Town Manager of the Town of Pembroke Park, in accordance with the Amended Employment Agreement attached hereto as Exhibit "A."

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.

PASSED AND ADOPTED this ____ day of _____, 2024.

MAYOR ASHIRA MOHAMMED

ATTEST:

Suzi Reutlinger
Acting Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney



BUSINESS IMPACT ESTIMATE¹

Meeting Date: 10/6/2024

Agenda Item No. 10.1

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

ORDINANCE NO. 2024-010

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 13.5, ENTITLED “LAND DEVELOPMENT;” AMENDING ARTICLE IV, ENTITLED “LAND USE REQUIREMENT / IMPLEMENTATION” BY CREATING SECTION 13.5-43, TO BE ENTITLED “ZONING IN PROGRESS;” ESTABLISHING AN ADMINISTRATIVE AND LEGISLATIVE PROCEDURE WHEREBY THE TOWN MAY PLACE A TEMPORARY HOLD ON THE ISSUANCE OF DEVELOPMENT PERMITS AND APPROVALS; PROVIDING FOR APPLICABILITY; PROVIDING FOR ZONING IN PROGRESS PROCEDURES; PROVIDING FOR TOWN COMMISSION REVIEW; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Estimate of Direct Economic Impact on Private/For Profit Businesses

- a. Estimate of Direct Business Compliance Costs: NONE
- b. New Charges/Fees on Businesses Impacted: NONE
- c. Estimate of Regulatory Costs: NONE

Good Faith Estimate of Number of Businesses Likely Impacted: NONE

Any Additional Information:

¹ Business Impact Estimate does not apply to the following:

- 1. Ordinances required for compliance with federal or state law or regulation;
- 2. Ordinances related to the issuance or refinancing of debt;
- 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- 4. Ordinances required to implement a contract/agreement;
- 5. Emergency ordinances;
- 6. Ordinances relating to procurement;
- 7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).

ORDINANCE NO. 2024-010

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 13.5, ENTITLED “LAND DEVELOPMENT;” AMENDING ARTICLE IV, ENTITLED “LAND USE REQUIREMENT / IMPLEMENTATION” BY CREATING SECTION 13.5-43, TO BE ENTITLED “ZONING IN PROGRESS;” ESTABLISHING AN ADMINISTRATIVE AND LEGISLATIVE PROCEDURE WHEREBY THE TOWN MAY PLACE A TEMPORARY HOLD ON THE ISSUANCE OF DEVELOPMENT PERMITS AND APPROVALS; PROVIDING FOR APPLICABILITY; PROVIDING FOR ZONING IN PROGRESS PROCEDURES; PROVIDING FOR TOWN COMMISSION REVIEW; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Florida Constitution, grants municipalities the power to conduct municipal government, perform municipal functions, and render municipal services; and

WHEREAS, the Town Commission seeks to establish a process whereby the Town may temporarily halt the acceptance or approval of any development applications for certain uses in the Town when the Town is studying such uses or considering amendments to the Town’s regulations related to such uses; and

WHEREAS, the Town Commission finds that establishing a zoning in progress process is essential to ensuring smart and controlled development for the Town; and

WHEREAS, the Town’s professional staff and consultants have reviewed the proposed zoning in progress procedures and recommend approval thereof; and

WHEREAS, the Town Commission finds it to be in the best interests of the citizens and residents of the Town to establish comprehensive procedures for zoning in progress, as set forth

in this ordinance.

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

Section 1: That each of the above stated recitals is hereby adopted and confirmed. All exhibits attached hereto are incorporated herein and made a part hereof.

Section 2: Chapter 13.5 entitled “Land Development” of the Code of Ordinances of the Town of Pembroke Park, Florida is hereby amended, by amending Article IV, entitled “Land Use Requirement / Implementation” by creating Section 13.5-43, to be entitled “Zoning in Progress” to read as follows:

Sec. 13.5-43 Zoning in Progress

- (1) Purpose. The purpose of this section is to provide an administrative and legislative procedure whereby the Town can place a temporary hold on development permits and approvals if there are pending active efforts underway to study or amend this Code in a way that would preclude such permits and approvals should the pending amendment be adopted.
- (2) Applicability
 - (a) From the time that the Town Manager determines that:
 - (i) The Town is actively developing and processing a proposal to amend this Code in a way that would preclude permits and approvals of certain uses and development; and
 - (ii) Authorization or approval of such uses and development before the proposed amendment is decided would be detrimental to the public interest, the Town shall not grant any develop permit or approval or accept any application for a development permit or approval, that authorizes or proposes development that would not be allowed under the proposed amendment to this Code.
 - (b) The determination of when a proposal to amend this Code is being actively developed and processed may be based on when the Town Commission first directed or requested the Town Manager to prepare the amendment in sufficiently

specific terms to understand the proposed amendment's impact on certain uses or forms of development, or when the Town Manager first recommended the amendment to the Planning and Zoning Board or the Town Commission in sufficiently specific terms to understand the proposed amendment's impact on certain uses or forms of development.

(3) Procedure

(a) Town Manager's Determination and Administrative Order

- (i) On making a zoning in progress determination in accordance with this section, the Town Manager shall immediately issue an administrative order that delineates a specific area affected by the proposed amendment and that:
 - (A) Prohibits the issuance of any development permits or granting of development approvals that would be precluded by the proposed amendment;
 - (B) Revokes any already issued development permits or granting of development approvals that would be precluded by the proposed amendment where no construction or substantial land development has started for the authorized development; and
 - (C) Prohibits the acceptance of any applications for development permits and approvals that would be precluded by the proposed amendment.
- (ii) The administrative order shall also revoke any development permits or approvals.
- (iii) All Town personnel shall comply with any such administrative order, which shall be effective until reversed or modified by resolution of the Town Commission or until the adoption of a Text Amendment or Rezoning implementing the proposed amendment.
- (iv) Notwithstanding the administrative order, the Town's Chief Building Official may authorize the issuance of building permits for non-deleterious items, - including, but not limited to, fences, repairs, utilities, maintenance, and like matters that are not directly affected by the proposed amendment.
- (v) On issuing the administrative order, the Town Manager shall schedule consideration of a resolution confirming the administrative order for the next available Town Commission meeting.

(b) Town Commission Confirmation of Town Manager's Determination

- (i) The Town Commission shall review the Town Manager's zoning in progress determination and decide whether to confirm or reject it.
- (ii) If the Town Commission decides to confirm the Town Manager's zoning in progress determination, it shall adopt a resolution affirming the administrative order and prohibiting the issuance of any development permits or granting of development approvals that would be precluded by the proposed amendment, as well as the acceptance of any applications for such development permits and approvals. If the proposed amendment would be limited to a defined area (e.g. a rezoning), the Commission's resolution shall also identify the area to which the prohibition applies.
- (iii) The Town Commission's resolution may fix a time within which the Town Manager shall report back to the commission with specific recommendations relating to the proposed amendment. The said time limitation shall be the minimum reasonable time based on the time needed for a comprehensive analysis of the need for an impacts of the proposed amendment. If the Town Manager is unable to complete the recommendations and report back to the Town commission within the prescribed time period, the Town Commission may adopt a resolution reasonably extended the time period.

(c) Scheduling and Public Notice of Hearing. When preparing to submit recommendations relating to the proposed amendment to the Town Commission, the Town Manager shall schedule and provide required public notices for a Town Commission hearing on the recommendations in accordance with Sec. 286.011, F.S. and this Code.

(d) Town Commission Review and Action

- (i) The Town Commission shall review the Town Manager's recommendation, hold a public hearing, and decide whether to refer the proposed amendment to the Town Manager to initiate a text amendment or rezoning pursuant to this Code.
- (ii) In making its decision, the Town Commission shall consider the propriety of the Town Manager's recommendations, the reasonable necessity for the amendment, and the proposed amendment's potential impact on affected area(s) and the probability of detriment to the character of those areas by the continued application of the existing regulations. The commission's consideration shall be based on criteria that include, but are not limited to,

the following:

- (A) Promotion of redevelopment and elimination of the causes of physical and economic blight;
 - (B) Enrichment of the visual and functional quality of the streetscape for all user groups;
 - (C) Creation of housing/affordable housing opportunities and choices by presenting innovative mixed land-use proposals;
 - (D) Creation of an environment which fosters economic development through commercial redevelopment/revitalization investment and job creation;
 - (E) Creation of opportunities and incentives that facilitate redevelopment of private property;
 - (F) Improvement of circulation for pedestrians, bicyclists and motorists;
 - (G) Maintenance of the Town's demographic make-up and enhancement of the community's competitive position within Broward County;
 - (H) Improper land use distribution; or
 - (I) Any other factor that has a deleterious effect on the quality of life of the residents of affected areas, economic viability; and overall environment.
- (e) Termination of Zoning in Progress; Determination and Orders. The zoning in progress determination and resulting prohibitions in a confirmed administrative order shall continue for six (6) months or until adoption of the amendment to the text of the Town Code or rezoning implementation of the proposed amendment, whichever is sooner.

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: It is the intention of the Town Commission of the Town of Pembroke Park that the provisions in 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 5: If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance.

Section 6: This ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS 15TH DAY OF OCTOBER, 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 Commissioner

Town Clerk

Approved as to form and legal sufficiency

Jacob G. Horowitz
Town Attorney

VOTE

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

ORDINANCE NO. 2024-011

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA; AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES ENTITLED “STREETS, SIDEWALKS AND OTHER PUBLIC PLACES;” CREATING ARTICLE III, TO BE ENTITLED “MOTORIZED SCOOTERS, COASTERS, SKATEBOARDS, AND OTHER SIMILAR WHEELED DEVICES;” PROVIDING DEFINITIONS; REQUIRING REGISTRATION OF CERTAIN MOTORIZED SCOOTERS; PROVIDING PENALTIES; 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 address the proliferation of motorized scooters, coasters, skateboards and other similar wheeled devices (the “Motorized Scooter”) within the Town; and

WHEREAS, the Town of Pembroke Park (“Town”) wishes to ensure that its residents may continue to use and enjoy Motorized Scooters as a means of localized transportation within the Town in a safe and uniform manner; and

WHEREAS, the Town Commission has determined that adopting a policy to address the proliferation and use of Motorized Scooters 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 address the proliferation of Motorized Scooters within the Town of Pembroke Park by establishing regulations that require the registration and govern the use of Motorized Scooters within the

Town. The Town Commission has determined that such regulations can help ensure the health, safety, and welfare of the Town's residents.

Section 3. Article III of Chapter 22 of the Town's Code of Ordinances is created as follows:

Section 22-89. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. Coaster means a board or platform of any type of material mounted on two or more wheels attached to the underside and controlled by an upright steering handle that is self-propelled solely by human power in an upright position.
- B. Divided Sidewalk means a sidewalk divided by visible markings in the center of the sidewalk, with one side of the sidewalk designated for the exclusive use by Pedestrians and the opposing side of the sidewalk designated for the exclusive use by motorized scooters, Coasters, inline skates, roller blades, skateboards, electric personal assistive mobility devices, and any such other similar wheeled devices.
- C. Electric Personal Assistive Mobility Device (EPAMD) means any self-balancing, two-nontandem-wheeled device, designed to transport only one person, with an electric propulsion system with average power of 750 watts (one horsepower), the maximum speed of which, on a paved level surface when powered solely by such a propulsion system while being ridden by an Operator who weighs 170 pounds, is less than 20 miles per hour. Electric personal assistive mobility devices are not vehicles as defined in this section.
- D. Inline Skate and Roller Blade means a manufactured or assembled device consisting of an upper portion that is intended to be secured to a human foot, with a frame or chassis attached along the length of the bottom of such upper portion, with such frame or chassis holding two or more wheels that are longitudinally aligned and used to skate or glide by means of human leg power.
- E. Motorized Scooter means any vehicle that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels. The term does not include an electric bicycle.
- F. Motorized Scooter Registration Decal means the registration decal issued by the Town pursuant to the registration of any Motorized Scooter as provided herein.
- G. Pedestrian means any person afoot.
- H. Sidewalk means that portion of a street between the curblin, or the lateral line, of a roadway and the adjacent property lines, intended for use by Pedestrians.
- I. Skateboard means a board made of wood, fiberglass, or other material or combination of materials mounted on two axles, front and rear, with two wheels made of clay, polyurethane, or other material or combination of materials attached to each axle that is propelled by foot

or other mechanical means. The term "skateboard" includes motorized skateboards propelled by a motor mounted on the skateboard.

- J. User or Operator means an individual who utilizes or operates a Motorized Scooter, Coaster, skateboard, in line or roller skates, roller blades, EPAMD, or any other such similar wheeled device.
- K. Owner means any person, corporation, partnership, association, or any other entity, who owns a Motorized Scooter, validated through a bill of sale, invoice, or other document evidencing transfer of ownership, or pursuant to affidavit. In the case of a minor, Owner is the parent or legal guardian of the minor.

Section 22-90. Motorized Scooter Registration Required

- A. It shall be the duty of any person who owns or operates a Motorized Scooter within the Town to register such Motorized Scooter with the Town in accordance with the provisions of this article.
- B. The provisions of subsection A above shall not apply to bona fide dealers of new or secondhand Motorized Scooters when the Motorized Scooters are kept by the dealers for sale to the public.

Section 22-91. Application; Fee; Issuance of Motorized Scooter Registration Decal.

- A. Application forms for Motorized Scooters shall be furnished by the Town to any residents or non-residents of the Town for the registration of a Motorized Scooter. Said application forms shall request sufficient information to identify any Motorized Scooter sought to be registered.
- B. Application fees for the processing of a new application for a Motorized Scooter Registration Decal shall be established by the Town Manager and shall be published in accordance with applicable law.
- C. It shall be the duty of the applicant for the registration of a Motorized Scooter to provide the information required by the application, including satisfactory proof of ownership. Upon the execution of a completed application, the applicant shall be provided with a Motorized Scooter Registration Decal by the Town. In the event an Operator does not have a receipt for purchase of the Motorized Scooter showing ownership of the Motorized Scooter, an affidavit declaring ownership may be used.

Section 22-92. Display of Motorized Scooter Registration Decal; Removal

- A. A Motorized Scooter Registration Decal, when issued by the Town, shall be immediately affixed by the applicant to the Motorized Scooter for which the Motorized Scooter Registration Decal was issued, in such a position that the Motorized Scooter Registration Decal is clearly visible. The Motorized Scooter Registration Decal shall continue to remain attached to the Motorized Scooter for which the Motorized Scooter Registration Decal was issued and shall not be removed from such Motorized Scooter.

- B. It shall be unlawful for any person to remove, change, mutilate, or destroy any Motorized Scooter Registration Decal issued pursuant to Section 22-91 and attached to any Motorized Scooter.

Section 22-93. Transfer of Motorized Scooter Registration Decal.

No Motorized Scooter Registration Decal issued shall be transferable from one Motorized Scooter to another. However, a decal is transferable from one person to another person when there has been a change in ownership of the Motorized Scooter and in accordance with a change in the registration of the Motorized Scooter as provided for in Section 22-90.

Section 22-94. Change of Registration Upon Sale and Exchange.

Not later than ten (10) days after the sale or exchange of any Motorized Scooter previously registered in the Town, the purchaser of the Motorized Scooter shall make application to the Town for a change in registration of the Motorized Scooter, and shall furnish the Town with the necessary information required to effect the change of registration. There shall be no charge for a change in registration of any Motorized Scooter.

Section 22-95. Stolen, Lost, Mutilated, Destroyed, or Illegible Motorized Scooter Registration Decal.

- A. In the event that any Motorized Scooter Registration Decal issued and attached to any Motorized Scooter is stolen, lost, mutilated, or destroyed, the person owning the Motorized Scooter shall report the loss to the Town and shall be furnished with a new Motorized Scooter Registration Decal at no cost to the Operator. It shall be unlawful for any person owning any Motorized Scooter, when the Motorized Scooter Registration Decal has been stolen, lost, mutilated, or destroyed, to fail to report the loss of such Motorized Scooter Registration Decal to the Town within twenty four (24) hours after the theft, loss, mutilation, or destruction thereof has been discovered.
- B. In the event any registration number on a Motorized Scooter Registration Decal shall become obliterated or illegible, it shall be the duty of the person owning the Motorized Scooter to apply to the Town for a duplicate Motorized Scooter Registration Decal. It shall be unlawful for any person to ride on any Motorized Scooter having attached thereto a Motorized Scooter Registration Decal the number of which is obliterated or illegible.

Section 22-96. Requirements and Restrictions

- A. Every person operating a Motorized Scooter has all the rights and duties applicable to the rider of a bicycle under F.S. § 316.2065, except the duties imposed by F.S. §§ 316.2065(2), 3(b), and 3(c).
- B. Any person operating a Motorized Scooter upon a Divided Sidewalk must ride on the portion of the sidewalk designated exclusively for Motorized Scooters, Coasters, inline skates, roller blades, skateboards, EPAMD, and any such other similar wheeled device, excluding strollers, and motorized or non-motorized wheelchairs. At no time may a person operating a Motorized Scooter or Coaster, inline skates, roller blades, skateboard, EPAMD, or any such other similar wheeled device, excluding strollers, and motorized or non-motorized

wheelchairs, ride upon a portion of a Divided Sidewalk designated exclusively for Pedestrians.

- C. Any person using a Motorized Scooter upon and along a sidewalk, or across a roadway upon and along a crosswalk, shall yield the right-of-way to any Pedestrian and shall give an audible signal before overtaking and passing such Pedestrian.
- D. A Motorized Scooter User who is under 16 years of age must wear a helmet that is properly fitted and fastened securely upon the head by a strap and that meets the federal safety standard for bicycle helmets, final rule, 16 C.F.R. Part 1203.
- E. A Motorized Scooter shall not be used by more than one person at one time. It is unlawful for a person operating a Motorized Scooter to carry another person on the Motorized Scooter.
- F. Persons riding Motorized Scooters upon a roadway, bicycle lane, sidewalk, or Divided Sidewalk may not ride more than two (2) abreast and must ride single-file.
- G. Motorized Scooters shall not exceed fifteen (15) miles per hour on sidewalks, and shall not exceed twenty (20) miles per hour on roadways.
- H. Persons operating a Motorized Scooter must obey the instructions of official traffic-control signals, signs, and other control devices applicable to vehicles, unless otherwise directed by a police officer.
- I. No person riding upon a Motorized Scooter, Coaster, skateboard, or such other similar wheeled device may attach the same or himself or herself to any vehicle upon a roadway.
- J. Any person riding upon a Motorized Scooter, Coaster, skateboard, or such other similar wheeled device shall not use a cellular phone, wear a headset, headphone or listening device, other than a hearing aid, while riding.
- K. All Motorized Scooters shall comply with the lighting standards set forth in F.S. § 316.2065(7), which requires a reflective front white light visible from a distance of at least 500 feet and a reflective rear red light visible from a distance of at least 600 feet.
- L. In accordance with F.S. § 316.2065(8), no parent of any minor child and no guardian of any minor ward may authorize or knowingly permit any such minor child or ward to violate any of the provisions of this section.

Section 22-97. Penalties and Enforcement

- A. A person who commits a first time violation of any provision of this article will be issued a written warning. Any person who commits a subsequent violation after warning may be issued a civil violation notice in accordance with Chapter 7 of the Town Code, for a fine of no less than \$25.00 for the first offense, and no less than \$50.00 for any subsequent offense, provided, however, that the maximum civil penalty shall be \$250.00 for a single violation. A person who commits a violation may also be subject to a noncriminal traffic infraction or Pedestrian violation, as set forth in F.S. § 316.2065, and F.S. Ch. 318.
- B. Law Enforcement and Code Enforcement Officers are hereby authorized to impound and confiscate any Motorized Scooter, Coaster, skateboard, EPAMD, or such other similar

wheeled device being operated in violation of this Article. The Town shall not be responsible for any damages or loss of equipment which is lawfully confiscated.

- C. The regulations and penalties herein are supplementary to Chapter 23 of the Broward County Code (entitled "Broward County Traffic Code"), as adopted, and F.S. Chs. 316 (entitled "Florida Uniform Traffic Control Law") and 318 ("Florida Uniform Disposition of Traffic Infraction Act"). The regulations and penalties as enumerated therein shall remain in full force and effect.

Section 4. Conflicts. 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 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

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

RESOLUTION NO. 2024-027

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, IMPOSING A TEMPORARY MORATORIUM ON PROCESSING, APPROVAL OR ISSUANCE OF BUILDING PERMITS, ENGINEERING PERMITS, UTILITY PERMITS OR DEVELOPMENT ORDERS FOR ANY SELF STORAGE USES WITHIN THE TOWN; AUTHORIZING AND DIRECTING THE TOWN MANAGER, OR THE TOWN MANAGER'S DESIGNEE, TO UNDERTAKE STUDY AND REVIEW OF THE TOWN'S REGULATIONS REGARDING THE SAME; PROVIDING THAT UPON THE ADOPTION OF THIS RESOLUTION NO PROCESSING, APPROVAL OR ISSUANCE OF BUILDING PERMITS, ENGINEERING PERMITS, UTILITY PERMITS OR DEVELOPMENT ORDERS FOR ANY SELF STORAGE USES SHALL BE ISSUED WITHIN THE AFFECTED AREAS DURING THE TIME PERIOD COVERED BY THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town's professional staff and planning consultants continuously monitor and review the Town's Land Development Regulations to ensure appropriate development in the Town, and from time to time recognizes the need to study and amend aspects of the same; and

WHEREAS, on November 6, 2024, the Town Commission adopted Ordinance No. ____ (the "Ordinance"), thereby establishing a process to implement zoning in progress on certain land uses within the Town; and

WHEREAS, Sec. 13.5-43 of the Town's Code of Ordinances, enacted pursuant to the Ordinance, provides for the Town Manager to make an administrative determination to implement zoning in progress in the Town, followed by a review and ratification of the manager's action by resolution of the Town commission; and

WHEREAS, the Town's professional staff has recommended the implementation of zoning in progress on self-storage uses in the Town, and the Town Commission, in light of the

timing of the adoption of the Ordinance, seeks to immediately ratify the staff's recommending and impose the zoning in progress pursuant to this resolution; and

WHEREAS, the Town Commission seeks to authorize and direct the Town's professional staff to study self-storage uses within the Town and to impose a zoning in progress on such uses during this analysis by staff; and

WHEREAS, pursuant to Section 13.5-43 of the Town's Code of Ordinances, the Town Commission by resolution, may resolve to impose a temporary moratorium on any development applications, permits, and licenses pending before the Town with respect to the text which is the subject of the proposed amendment for a period of six (6) months from the date of the resolution; and

WHEREAS, such a prohibition will enable the Town's professional staff to properly study the issues associated with self-storage uses within the Town; and

WHEREAS, the Town Commission finds that implementation of a zoning in progress moratorium on self-storage uses in the Town 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 foregoing recitals are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

Section 2. That pursuant to Section 13.5-43 of the Town of Pembroke Park Code of Ordinances, ("Zoning in Progress"), the Town Commission confirms and implements a zoning in progress moratorium on self-storage uses within the Town, thereby prohibiting the processing,

approval or issuance of new building permits, engineering permits, utility permits or development orders for self-storage uses within the Town.

Section 3. The zoning in progress shall cease at the earliest of the expiration of six (6) months from the effective date of this Resolution, upon the effectiveness of an ordinance addressing the subject matter, or upon the adoption of a resolution terminating the zoning in progress.

Section 4. That the Town Commission hereby directs the Town Manager, or his designee, to study and review regulations pertaining to self-storage uses within the Town, and to report back to the Town Commission, prior to the expiration of the zoning in progress, regarding the same.

Section 5. The Town Commission hereby authorizes and directs the appropriate Town Officials to do all things necessary and expedient to effectuate the intent of this Resolution.

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. Should any section, paragraph, sentence, clause or phrase or other part of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Resolution as a whole or any portion or part thereof, other than the part so declared to be invalid.

Section 8. This Resolution shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

MAYOR ASHIRA MOHAMMED

ATTEST:

Suzi Reutlinger
Acting Town Clerk

Approved as to form and legal sufficiency

JACOB HOROWITZ
Town Attorney

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is entered into by and between Town of Pembroke Park, Florida, a Florida municipal corporation (hereinafter referred to as "Town"), and Daniel Decoursey (hereinafter referred to by name or as "Police Chief" and/or "Chief of Police").

WITNESSETH:

Whereas, pursuant to the action of the Town Commission at the November 15, 2024 Commission meeting, the Town desires to employ Daniel Decoursey as the Chief of Police for the Town of Pembroke Park, Florida; and

WHEREAS, the Town, through its Town Commission, desires to provide for certain benefits and compensation for the Police Chief and to establish conditions of employment applicable to the Police Chief; and

WHEREAS, Daniel Decoursey desires to accept employment as the Chief of Police for the Town of Pembroke Park under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions as set forth in this Agreement, the Parties agree as follows:

Section 1. Employment

- A. The Town hereby hires and appoints Daniel Decoursey as its Chief of Police under the terms established herein.
- B. The Town's employment of Daniel Decoursey shall be effective as of November 15, 2024, and will continue for a period of thirty-six (36) provisional months. The thirty-six (36) month time period is not guaranteed. Either Party may terminate this Agreement at any time, for any reason, or for no reason at all, provided that the terminating Party submits a written notice of termination with one (1) month prior notice. In the event the Town Commission decides not to extend this Agreement, the Town will provide Daniel Decoursey with two weeks of severance pay plus any accumulated Vacation Leave (up to a maximum of 400 hours) and sick leave (up to \$500.00). In the event that less than one (1) month's notice of termination is provided by either Party, termination will be pursuant to the provisions of Sections 11 and 12 of this Agreement.

Commented [H1]: Confirm the contract period with Legal.

Commented [H2]: Standard payout per employee handbook.

Section 2. Salary and Evaluation

- A. For the performance of services pursuant to this Agreement, the Town agrees to pay the Police Chief a yearly (12-month) base salary of one hundred sixty-five thousand dollars (\$165,000), payable in equal installments at the same pay schedule as other Town employees are paid.

(00625184.1 3399-0000000)

- B. If this Agreement is extended, should the general Town staff receive a cost-of-living increase, the Police Chief will receive the same cost of living increase at the same time as the other staff.
- C. Police Chief must prepare and submit monthly periodic reports to the Town Commission and Town Manager/Deputy Town Manager relating to police matters. Additional reports may be required upon request of the Town Commission and/or Town Manager.
- D. Nothing in this Section obligates the Town to increase the base salary or other benefits of the Police Chief. Furthermore, the Town's failure to conduct any of the scheduled evaluations does not constitute noncompliance with a material provision of this Agreement.

Section 3. Duties and Obligations

- A. The Police Chief agrees to perform the following duties and functions:
 - 1. *Devote his full time to the performance to his job as the Chief of Police and to perform any and all sworn duties set forth in the /Full-Time Police Chief's Job Description and such other duties as may be assigned by the Town, provided they are consistent with the duties of a Police Chief and approved by the Town Commission.*
 - 2. *Supervision of the daily operation of the Police Department.*
 - 3. *Supervision of all departmental personnel.*
 - 4. *Submission of reports to the Town either orally or in writing when requested or required in order to ensure the proper communication between the Town and the Police Department.*
 - 5. *Supervision and control of Police Department equipment and motor vehicles belonging to or used by the Police Department.*
 - 6. *Establishing weapons, ammunition, uniforms, equipment, and vehicle specifications for the Police Department.*
 - 7. *Supervision of all special, auxiliary and/or reserve police officers.*
 - 8. *Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.*

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9. *Maintaining the discipline of department personnel; the issuance of orders, rules, regulations, policies, and procedures; and the assignment to shifts and duties of all departmental personnel.*
10. *Responsible for communications with the public, including the media, on matters related to crime, police, and the department policy.*
11. *Comply with any and all County, State, and Federal laws and regulations which govern the operation of a law enforcement agency in the State of Florida.*

- B. The Police Chief agrees to perform the foregoing duties and responsibilities of his office faithfully, industriously, and to the best of his ability and in a professional and competent manner.
- C. Both Parties agree and acknowledge that the Pembroke Park Police Department is a twenty-four hour a day, seven day a week operation involving work of a serious, urgent, and sensitive nature. Further, the duties of the Police Chief shall reasonably require the Police Chief to work additional hours, beyond typical office hours that are necessary to accomplish the duties and responsibilities of the position. It is also understood and agreed that because the Police Chief may on occasion be required to work many additional hours in addition to an administrative schedule, far beyond a typical business day, the Police Chief shall be allowed to take reasonable compensatory time off, or be allowed to work flexible hours, in order to accomplish the requirements of the position. In order to function effectively, the Police Chief shall be reasonably required to participate in community activities and events, respond to emergencies, and oversee operations and investigations which may arise on a twenty-four hour a day, seven day a week basis.
- D. The Police Chief may serve on any appointed boards or elected boards of any professional organization or serve on any committees related to his professional activities, provided that such activities do not interfere with the performance of his duties as Police Chief.
- E. In the event the Police Chief is temporarily unable to perform his duties, he shall nominate an Acting Police Chief for consideration and designation, if acceptable, by Town Commission.

Section 4. Automobile Allowance and Communications Equipment

The Town agrees to provide the Police Chief the following related to his employment:

(00625184.1 3399-0000000)

- A. The Town agrees to provide the Police Chief with an assigned take-home vehicle for the discharge of his responsibilities to the Town and unlimited personal use statewide.
- B. Town shall provide the Police Chief with a cellular telephone and laptop computer capable of remote connection to Town internet for his use in conducting Town business.

Commented [H3]: At this moment, I believe this is specific to the tri-county area, but I see no issue with this is legal is okay with it.

Section 5. Dues and Subscriptions

The Town agrees to pay the Police Chief's dues for membership in the International Association of Chiefs of Police, the Florida Police Chiefs Association, the Broward County Chiefs of Police Association, and other law enforcement associations. The Town shall pay other dues and subscriptions on behalf of the Police Chief as are approved in the Town's annual budget (on a line-item basis) or as authorized separately by the Town Commission.

Section 6. Professional Development

The Town recognizes its obligation for the professional development of the Chief of Police and agrees that the Police Chief will be given adequate opportunities to develop or refresh his skills, knowledge, and abilities as a police administrator and as a department manager. As such, the Chief of Police will be reasonably allowed to attend such conferences, seminars, meetings, educational and training sessions with pay and without loss of vacation or other leave and will be reimbursed by the Town for all reasonable expenses incurred while attending or traveling to these aforementioned events.

Section 7. Vacation Leave, Personal Holiday, and Sick Days

- A. The Police Chief shall be entitled to one hundred sixty (160) hours of annual Vacation Leave every year during the term of this Agreement. The Police Chief's Vacation Leave shall be available for use upon commencement of employment. There is a one and twenty (120) on the amount of Vacation Leave that may carry forward. Upon separation of employment, the Chief of Police will be paid for up to Two Hundred (200) hours of unused Vacation Leave at his then current annual salary.

Commented [H4]: Standard exec vacation hours

- B. In addition to Vacation Leave, the Police Chief will be entitled to **ten (10) personal leave days every year** during this Agreement, none of which may be carried forward from year to year.
- C. The Chief of Police will be entitled to and abide by the Sick Leave Policy stated in the Town Personnel Policies and Procedures Manual, effective December 2021, or as such policy may be updated and adopted upon future action of the Town Commission.
- D. The Chief of Police will be provided up to three (3) days of Bereavement Leave in the case of an immediate family member's death, and one (1) day for an extended family member's death.

Section 8. Holidays

The Police Chief is entitled to the same paid holidays as the general Town staff. The Chief of Police shall not work on holidays unless required as a result of a police emergency. In the event the Chief of Police is required to work on a holiday due to a police emergency, he will be entitled to observe that holiday on a subsequent date.

Section 9. Health, Dental, Vision, Life and Disability Insurance

- A. The Town agrees to pay 100% of the Police Chief's dental and vision insurance and the Police Chief's long term disability insurance on the same terms as general employees. The Police Chief agrees at this time not to utilize the health insurance provided by The Town but shall be entitled to should he require the coverage in the future. In lieu of health **insurance a \$500.00 monthly compensation will be paid.**
- B. Life insurance for the Police Chief shall be provided in a group term policy in the amount of \$165,000 and a permanent coverage policy in the amount \$216,000.00 (subject to medical eligibility).
- C. Supplemental life insurance in larger amounts can be requested in accordance with and subject to the "Evidence of Insurability Form" being approved through the underwriting guidelines. Such supplemental life insurance is at the Police Chief's expense.

Commented [H5]: Dependent on the terms agreed by commission...

Section 10. Retirement

The Town agrees to **contribute 32.67% as stipulated by the Florida Retirement System** "Special Risk" class of the Police Chief's base salary to the Florida Retirement

System, upon approval by the Town's Finance and Budget Department, which approval may not to be unreasonably withheld. Contribution percentage amounts are subject to change each year based on legislative law changes, investment experience, and the actuarial experience of the trust fund.

Section 11. Termination by the Town and Severance Pay

- A. The Police Chief will serve at the pleasure of the Town Commission, and the Town Commission may terminate this Agreement and the Police Chief's employment with the Town at any time, for any reason, with or without "just cause".
- B. Termination "without just cause". Should a majority of the members of the Town Commission, then currently holding office, vote to terminate the services of the Police Chief "without just cause", then within ten (10) business days following such vote, the Town Commission shall cause the Police Chief to be paid any accrued and unpaid salary and benefits earned (including 200 maximum hours of Vacation Leave, up to Two Hundred -Fifty(\$250.00) dollars of Sick Leave, and insurance, but excluding such items and allowances as are used in conducting Town business such as, but not limited to, the use of the Town computer and the automobile and cell phone allowance) prior to the date of termination based on a forty (40) hour work week. Within twenty (20) calendar days following the vote to terminate the Police Chief's employment, the Town Commission agrees to pay the Police Chief a lump sum severance pay equal to the lesser of either two (2) weeks of his base salary or the balance of time remaining under the term of this Agreement, as full and complete payment, and satisfaction of any claims of the Police Chief of whatsoever nature arising out of this Agreement or otherwise. As consideration for such payment, the Police Chief must, prior to receipt thereof, execute and deliver to the Town a general release of the Town, the Town Commission members, and all Town officers, agents, and employees for all claims, acts, and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release.
- C. Termination "with just cause". In the event the Police Chief is terminated "with just cause", the Town, with the exception of accrued and unpaid salary and benefits actually earned, shall have no obligation to pay the amounts outlined in Section 11, Paragraph B of this Agreement. For purposes of this Agreement, termination with "just cause" is defined and limited to any of the following:
 - 1. Misfeasance, malfeasance and/or nonfeasance in performance of the Police Chief's duties and responsibilities.

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2. Arrest for a felony, a crime of violence, or a crime of dishonesty.
 3. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
 4. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
 5. Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination.
 6. The commission of any fraudulent act against the interest of the Town.
 7. The commission of any act which involves moral turpitude, or which causes the Town disrepute.
 8. Any other act of a similar nature of the same or greater seriousness.
- D. In the event Town terminates the employment of Police Chief "with just cause", as provided in Paragraph C above, then the Police Chief will be given a written copy of the particulars and shall have the right to appear in public before the Town Commission, with counsel, if so desired, and present evidence, argument, and rebuttal concerning the allegations. After such hearing, if a majority of the members of the Town Commission then currently holding office find there is cause to terminate the Police Chief, then the Police Chief will not be entitled to severance pay. The hearing will be held within sixty (60) days of the notice of termination.
- E. In the event the Town Commission, during the employment term, reduces the salary or other benefits of the Police Chief, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time Town employees, or in the event the Town allegedly refuses to comply with any other material provision of this Agreement benefiting the Police Chief, the Police Chief shall notify the Town Commission in writing of the alleged violation. The Town Commission shall have thirty (30) days from the date of such notice within which to cure the violation, otherwise, the Police Chief may at his option, consider such violation as termination "without just cause" as of the date of such alleged reduction or refusal, and the severance pay provisions and

Commented [SHB6]: This section is broader than what is required by the statute. Is this what the Commission wants?

other termination provisions contained herein shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal.

Section 12. Termination by the Police Chief

The Police Chief may terminate this Agreement at any time by delivering to the Town Commission a written notice of termination at least thirty (30) days prior to the effective date of the notice of termination. If the Police Chief terminates this Agreement, then the provisions of Section 11, Paragraph B above, shall not apply. If the Police Chief voluntarily resigns pursuant to this Section, the Town will pay to the Police Chief all accrued compensation due the Police Chief up to the Police Chief's final day of employment, including any accrued Vacation Leave up to the Two Hundred (200) hour limit. The Town will have no further financial obligation to the Police Chief pursuant to this Agreement. This subsection does not prevent the Police Chief from collecting any money earned as a result of participation in a deferred retirement or pension program approved pursuant to Section 10 of this Agreement.

Section 13. Disability

If the Police Chief becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four (4) consecutive weeks beyond any accrued leave, the Town shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 11, Paragraph B of this Agreement.

Section 14. Attorney's Fees

If any litigation is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and expenses incurred in connection therewith, including appellate fees and expenses.

Section 15. Transparency

(00625184.1 3399-0000000)

- A. Open Door Policy: The Police Chief must maintain an open-door policy encouraging communication between the members of the Town Commission, Town Manager and Town department heads.
- B. Governmental Relations: The Police Chief must strive to maintain positive constructive relationships with elected officials, employees, and agents of other governmental agencies for the purpose of mutual goodwill and the constructive conduct of business regarding matters of interest between the parties.
- C. Communications: The Police Chief agrees to keep the Town Commission and Town Manager informed as to the status of police issues related to the Town, in a timely manner.
- D. Right to Speak: The Police Chief will have the right to address the Town Commission orally and/or in writing in all matters before the Town Commission affecting those matters under his responsibility and/or his employment with the Town.

Section 16. General Terms and Conditions

- A. If any provision or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, will not be affected and remains in full force and effect.
- B. The waiver by either party of a breach of any provision of this Agreement by the other will not operate or be construed as a waiver of any subsequent breach.
- C. This Agreement is binding upon and inures to the benefit of the heirs at law or personal representative of the Chief of Police.
- D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.
- E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement shall be filed, and litigated in Broward County, Florida.

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F. Upon the Police Chief's death, the Town's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries.
2. Payment of accrued leave balances in accordance with this Agreement.
3. Payment of all outstanding hospitalization, medical, vision and dental bills in accordance with this Agreement.
4. Payment of all life insurance benefits in accordance with this Agreement.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement may construe it more strictly against one party than the other and every covenant, term and provision of this Agreement must be construed simply according to its fair meaning.

H. This Agreement may be executed in duplicate or counterparts, each of which is deemed an original and all of which together is deemed one and the same instrument. No term, condition or covenant of this Agreement is binding on either party until both parties have signed it.

I. The effective date of this Agreement is the last date it is executed by either of the parties to this Agreement, retroactive to the November 15, 2024 action of the Town Commission, wherein the Commission voted to appoint Daniel Decoursey to the Chief of Police provision.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

Executed by the TOWN this _____ day of _____ 2024.

TOWN OF PEMBROKE PARK:

By: _____
ASHIRA MOHAMMED, Mayor

ATTEST:

By: _____
CHANDLER WILLIAMSON, Town Manager

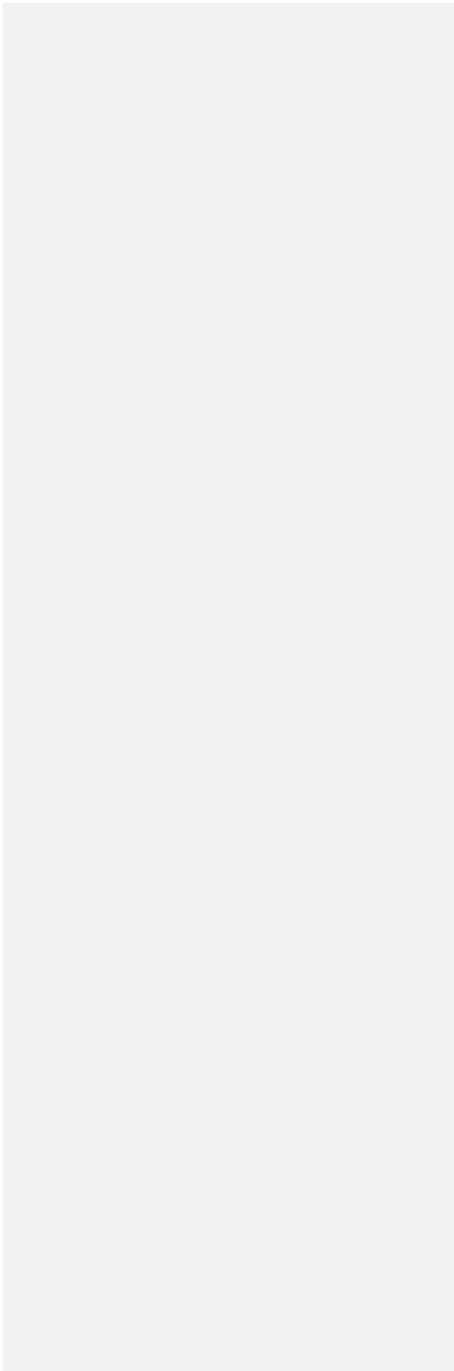
By: _____
JACOB HOROWITZ, Town Attorney

Executed by the CHIEF OF POLICE this _____ day of _____ 2024.

By: _____
DANIEL DECOURSEY

Witnesses:

(00625184.1 3399-000000)



Daniel Decoursey
Employment Agreement
Page 12

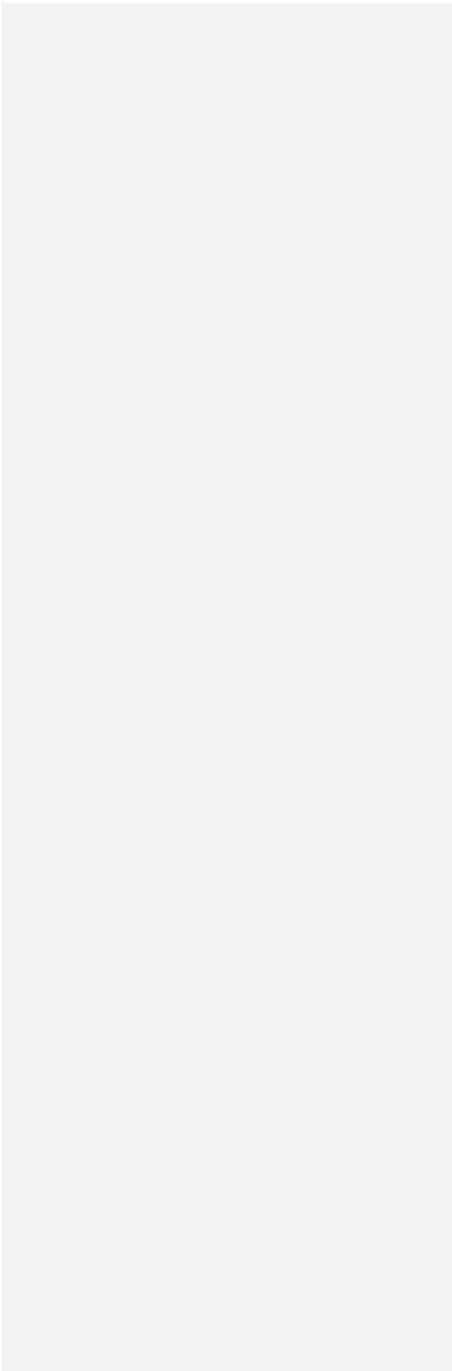
Signature

Print Name

Signature

Print Name

(00625184.1 3399-0000000)



RESOLUTION NO. 2024-026

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PURSUANT TO SECTION 2-302 OF THE TOWN'S CODE OF ORDINANCES, APPOINTING DANIEL DECOURSEY AS THE TOWN'S POLICE CHIEF; APPROVING AND AUTHORIZING THE EXECUTION OF THE EMPLOYMENT AGREEMENT ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 2-302 of the Town's Code of Ordinances provides for the appointment of a Police Chief by resolution of the Town Commission; and

WHEREAS, the Town Commission seeks to engage Daniel Decoursey as the Police Chief in accordance with the terms and conditions set forth in Exhibit "A;" and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that hiring Mr. Decoursey to serve as the Police Chief 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:

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

Section 2. That, in accordance with Sec. 2-302 of the Town's Code of Ordinances, the Town Commission hereby approves the Employment Agreement between the Town and Daniel Decoursey attached hereto and incorporated herein, and authorizes the execution thereof. Further, the Town Commission hereby appoints Daniel Decoursey to serve as the Town of Pembroke Police Chief.

{00625196.1 3399-0000000 }

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.

PASSED AND ADOPTED this ____ day of _____, 2024.

MAYOR ASHIRA MOHAMMED

ATTEST:

Suzi Reutlinger
Acting Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney



Agenda Request

Subject:	Holiday lighting - Artistic Holiday Designs
Meeting Date:	AGENDA - REGULAR COMMISSION MEETING - Nov 06 2024
Prepared For:	
Staff Contact:	
Dept/Group:	
Recommendation for Counsel to consider:	
Background Information:	The Town has a lease to own contract with Artistic Holiday Designs. We currently own all the holiday decorations, however, we are still have to pay for the installation, take down and storage.
Staff Recommendations:	We are recommending approval.
Financial Implications:	Total costs: \$15,540.00
Alternatives:	

ATTACHMENTS:

[2734_001](#)

[2735_001](#)

[2736_001](#)



Hallandale Beach Blvd 1

Artistic
Holiday Designs

© Artistic Holiday Designs 2021

3



Hallandale Beach Blvd 2

Artistic
Holiday Designs

© Artistic Holiday Designs 2021

4

TOWN OF PEMBROKE PARK
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT made and entered into this ___ day of _____ 2021, by and between the Town of Pembroke Park (the "Town"), a municipal corporation of the State of Florida, and Artistic Holiday Designs, LLC, ("Vendor") a Florida limited liability company whose principal offices are located at 202 Stephen St., Lemont, IL 60439.

WHEREAS, the Town of Pembroke Park desires to vendor to decorate the Town for the holiday season; and

WHEREAS, the Town's Procurement Code allows the Town to enter into contracts without competitive solicitation when piggybacking upon a government contract where the price offered for the commodity or service exactly equals or is lower than the price and the contract has been competitively bid; and

WHEREAS, Vendor entered into an Agreement ("Initial Agreement", attached as Exhibit B) with the Village of North Bay, Florida, (the "Village") for the provision of decorating the Village for the holiday season after a competitive solicitation; and

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

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

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

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

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

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

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

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

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

6. **Compensation.** The not to exceed amount of this Agreement shall be _____ for the initial term. Any renewal pursuant to paragraph 4 herein shall be subject to this not to exceed amount and the rates set for in Exhibit A.

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

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

- a. Keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform this service.
- b. Upon request from the Town's custodian of public records, provide the custodian with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of

the Agreement and following completion of the Agreement if Vendor does not transfer the records to the public agency.

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

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

By email: townclerk@tppfl.gov

By phone: 954.966.4600

Mail or hand delivery:

Attn: Town Clerk

3150 SW 52 Ave.

Pembroke Park, FL 33023

9. Scrutinized Companies.

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

on either such List and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.

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

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

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

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

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

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

11. **Termination.**

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

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

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

12. **Notices.** Every notice, comment, consent, objection, waiver or any communication given under this Agreement shall be in writing and shall be given only by

hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

IF VENDOR:

IF TOWN:

TOWN MANAGER

3150 SW 52 AVE.

PEMBROKE PARK, FL 33023

CC: TOWN ATTORNEY

EMAIL: TOWNATTORNEY@TPPFL.GOV

13. **Miscellaneous.**

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

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

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

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

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

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

VENDOR

TOWN OF PEMBROKE PARK

Name:
Title:

MAYOR

ATTEST:

Approved as to form and legal
sufficiency

TOWN CLERK

TOWN ATTORNEY

EXHIBIT A

Page **8** of **9**

Page 11 of 15

EXHIBIT B

Page 9 of 9

Page 12 of 15

Artistic Holiday Designs

Artistic Holiday Designs, LLC

4417 SE 16th Pl Unit 13
Cape Coral, FL 33904 USA

INVOICE

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

SHIP TO
Town of Pembroke Park
8200 NW 93rd St.
Suite 1
Medley, FL 33166

INVOICE 2318
DATE 10/02/2024
TERMS Due on receipt
DUE DATE 10/02/2024

ACTIVITY	QTY	RATE	AMOUNT
Contract Reference Total Project: \$15,540.00 50% Due upon acceptance & 50% Due upon completion	1	0.00	0.00
Labor 50% Down	1	7,770.00	7,770.00

Palm Tree Wrapping - \$11,655 total
Royal Palms Wrapping PW

Install, Storage & Breakdown of Decor - \$3,885.00 total
* 203139 - Silver Sparkle Cone Tree - 2
* 203489 2D Blue Ornament Display - 1
* 202720 3D Blue Gift Box - 1
* 2023490 Blue three ornament - 1
* 203489 Two Ornament Display - 1
* 201753 2D/3D Enchanted Tree

Maintenance - No Charge
24/7 Customer Service and 24 hour turn around
on all repairs
Weekly routine checks to ensure all lights are in
working order are included.
Customer is responsible for providing 115 VAC
power outlets within 25 feet of lighting area and
or lighted decor
Reasonable hardware and power cords up to 25
feet in length are included
Supplier is not responsible for outages due to
ground fault interrupters (GFI) or insufficient
electrical requirements

ACH PYMT to:
Routing: 263191387
Acct: 1100023303424

SUBTOTAL	7,770.00
TAX	0.00
TOTAL	7,770.00
BALANCE DUE	\$7,770.00

Artistic Holiday Designs

Artistic Holiday Designs, LLC

4417 SE 16th Pl Unit 13
Cape Coral, FL 33904 USA

INVOICE

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

SHIP TO
Town of Pembroke Park
8200 NW 93rd St.
Suite 1
Medley, FL 33166

INVOICE 2319
DATE 10/02/2024
TERMS Due on receipt
DUE DATE 11/01/2024

ACTIVITY	QTY	RATE	AMOUNT
Contract Reference Total Project: \$15,540.00 50% Due upon acceptance 50% Due upon completion	1	0.00	0.00
Labor 50% Balance	1	7,770.00	7,770.00
Palm Tree Wrapping - \$11,655 total Royal Palms Wrapping PW			
Install, Storage & Breakdown of Decor - \$3,885.00 total * 203139 - Silver Sparkle Cone Tree - 2 * 203489 2D Blue Ornament Display - 1 * 202720 3D Blue Gift Box - 1 * 2023490 Blue three ornament - 1 * 203489 Two Ornament Display - 1 * 201753 2D/3D Enchanted Tree			
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ACH PYMT to:
Routing: 263191387
Acct: 1100023303424

SUBTOTAL	7,770.00
TAX	0.00
TOTAL	7,770.00
BALANCE DUE	\$7,770.00



Hallandale Beach Blvd 1

Artistic
Holiday Designs

© Artistic Holiday Designs 2021

3



Hallandale Beach Blvd 2

Artistic
Holiday Designs

© Artistic Holiday Designs 2021

4

TOWN OF PEMBROKE PARK
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT made and entered into this ___ day of _____ 2021, by and between the Town of Pembroke Park (the "Town"), a municipal corporation of the State of Florida, and Artistic Holiday Designs, LLC, ("Vendor") a Florida limited liability company whose principal offices are located at 202 Stephen St., Lemont, IL 60439.

WHEREAS, the Town of Pembroke Park desires to vendor to decorate the Town for the holiday season; and

WHEREAS, the Town's Procurement Code allows the Town to enter into contracts without competitive solicitation when piggybacking upon a government contract where the price offered for the commodity or service exactly equals or is lower than the price and the contract has been competitively bid; and

WHEREAS, Vendor entered into an Agreement ("Initial Agreement", attached as Exhibit B) with the Village of North Bay, Florida, (the "Village") for the provision of decorating the Village for the holiday season after a competitive solicitation; and

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

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

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

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

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

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

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

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

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

6. **Compensation.** The not to exceed amount of this Agreement shall be _____ for the initial term. Any renewal pursuant to paragraph 4 herein shall be subject to this not to exceed amount and the rates set for in Exhibit A.

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

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

- a. Keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform this service.
- b. Upon request from the Town's custodian of public records, provide the custodian with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of

the Agreement and following completion of the Agreement if Vendor does not transfer the records to the public agency.

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

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

By email: townclerk@tppfl.gov

By phone: 954.966.4600

Mail or hand delivery:

Attn: Town Clerk

3150 SW 52 Ave.

Pembroke Park, FL 33023

9. Scrutinized Companies.

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

on either such List and further that it does not have business operations in Cuba or Syria as required by Section 287.135(5), Florida Statutes.

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

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

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

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

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

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

11. **Termination.**

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

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

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

12. **Notices.** Every notice, comment, consent, objection, waiver or any communication given under this Agreement shall be in writing and shall be given only by

hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

IF VENDOR:

IF TOWN:

TOWN MANAGER

3150 SW 52 AVE.

PEMBROKE PARK, FL 33023

CC: TOWN ATTORNEY

EMAIL: TOWNATTORNEY@TPPFL.GOV

13. **Miscellaneous.**

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

VENDOR

TOWN OF PEMBROKE PARK

Name:

Title:

ATTEST:

TOWN CLERK

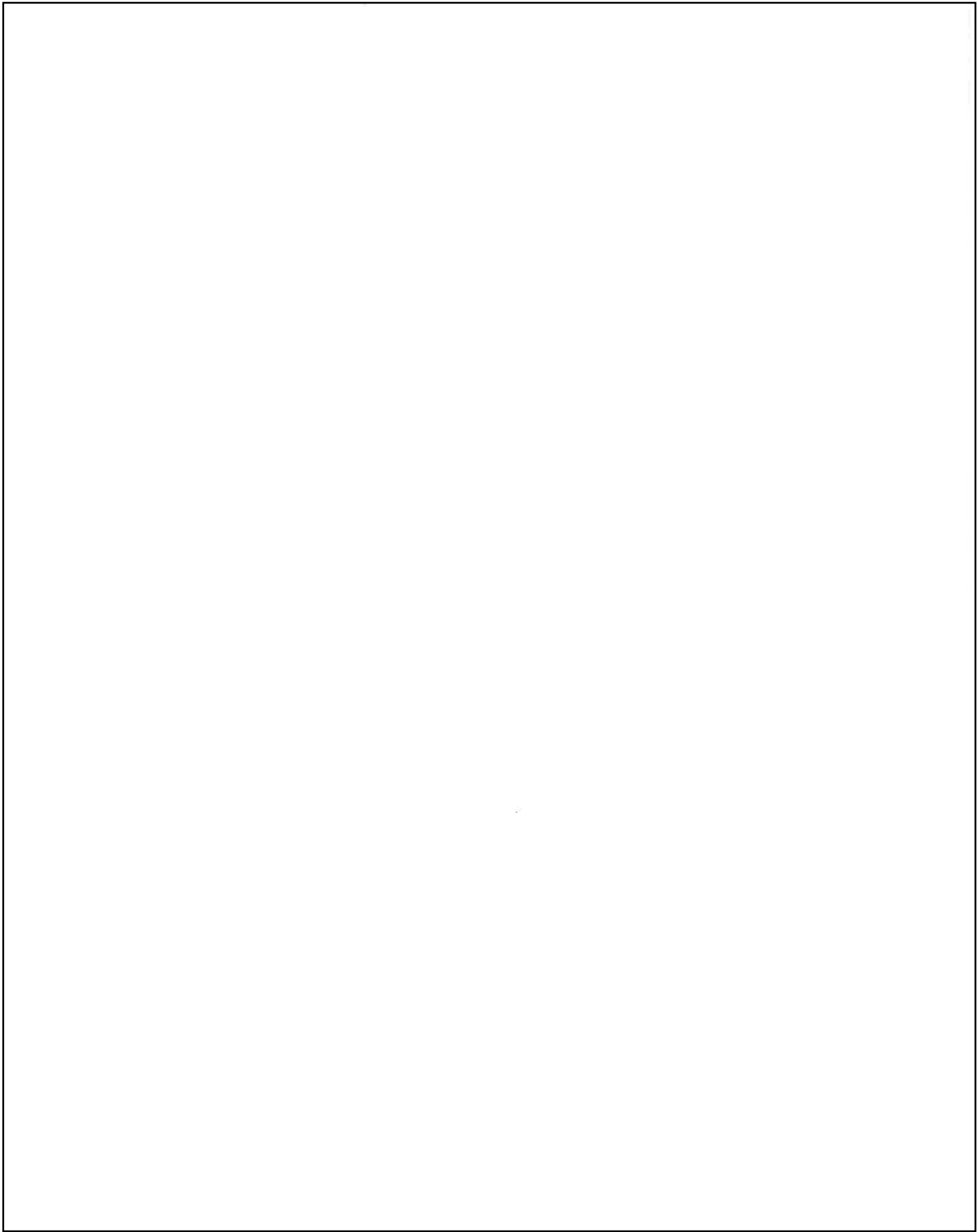
MAYOR

Approved as to form and legal
sufficiency

TOWN ATTORNEY

EXHIBIT A

EXHIBIT B



Artistic Holiday Designs

Artistic Holiday Designs, LLC

4417 SE 16th Pl Unit 13
Cape Coral, FL 33904 USA

INVOICE

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

SHIP TO
Town of Pembroke Park
8200 NW 93rd St.
Suite 1
Medley, FL 33166

INVOICE 2318
DATE 10/02/2024
TERMS Due on receipt
DUE DATE 10/02/2024

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Royal Palms Wrapping PW

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electrical requirements

ACH PYMT to:
Routing: 263191387
Acct: 1100023303424

SUBTOTAL	7,770.00
TAX	0.00
TOTAL	7,770.00
BALANCE DUE	\$7,770.00

Artistic Holiday Designs

Artistic Holiday Designs, LLC

4417 SE 16th Pl Unit 13
Cape Coral, FL 33904 USA

INVOICE

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Pembroke Park, FL 33023

SHIP TO
Town of Pembroke Park
8200 NW 93rd St.
Suite 1
Medley, FL 33166

INVOICE 2319
DATE 10/02/2024
TERMS Due on receipt
DUE DATE 11/01/2024

ACTIVITY	QTY	RATE	AMOUNT
Contract Reference Total Project: \$15,540.00 50% Due upon acceptance 50% Due upon completion	1	0.00	0.00
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ACH PYMT to:
Routing: 263191387
Acct: 1100023303424

SUBTOTAL	7,770.00
TAX	0.00
TOTAL	7,770.00
BALANCE DUE	\$7,770.00



Agenda Request

Subject:	2024 Holiday Party
Meeting Date:	PUBLIC NOTICE - REGULAR COMMISSION MEETING - Nov 06 2024
Prepared For:	Town
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	Approve a venue for the luncheon
Background Information:	The Towns Holiday party will be on Friday, December 6th, from 12 to 3.
Staff Recommendations:	Staff Recommends GG waterfront for the holiday party.
Financial Implications:	GG's is \$5,400.00 for 75 people for the lunch. The cost per person is 72.00. final head count is due two days before the event. If less comes, the price will be adjusted.
Alternatives:	

ATTACHMENTS:

[GG's on the water Luncheon](#)

[BEO Runwya 84 12.6.24 Luncheon](#)

[Tropical Acres](#)



Pembroke City Luncheon

Friday, December 6, 2024

PROPOSAL

ACCOUNT: TOWN OF PEMBROKE PARK

CONTACT: Mark Pakula

PHONE: 954-701-4345

ADDRESS:

EMAIL: mpakula@tppfl.gov

AREA: Private Event Room

EVENT MANAGER: Justine Gall

EMAIL: events@wecarehospitalityfla.com

PHONE: 954-929-7030

START TIME: 12:00 PM - **END TIME:** 3:00 PM

GUEST: 75

EVENT SUMMARY

Name	Date	Time	Areas	Event Type	Guests	Gtd
Pembroke City Luncheon	12/6/2024	12:00 pm – 3:00 pm	Private Event Room		75	

FOOD

Qty		Price	Total
75	LUNCH/BRUNCH MENU	\$62.00	\$4,650.00

FRESH BAKED BREAD HOUSE-MADE HUMMUS, BUTTER

STARTER

POW! POW! SHRIMP | sweet & spicy chili sauce, asian slaw

SALAD

SELECT 1

CAESAR SALAD | romaine hearts, parmigiano-reggiano, garlic-herb croutons

75	BABY GREENS hearts of palm, orange segments, pepitas, feta cheese, carrot ribbons, shaved radish, orange-thyme vinaigrette	\$4.00	\$300.00
----	---	--------	----------

ENTREES

SALMON | happy fried rice, nori, mushroom, yuzu emulsion

ROASTED AIRLINE CHICKEN | whipped potato, sautéed broccolini, natural rosemary 'jus'

BRAISED BEEF SHORT RIB | roasted carrot, whipped potato, stout ale reduction

DESSERT

KEY LIME PIE | white chocolate macadamia crust, strawberry sauce, mango, white

chocolate whipped ganache
BANANAS FOSTER BREAD PUDDING | brioche, milk chocolate, rum butterscotch, candied
walnuts, brûléed banana
SODA, ICED TEA, COLOMBIAN COFFEE, AND HOT TEA INCLUDED

BEVERAGE

Qty		Price	Total
	DRY EVENT		

A/V and OTHER ITEMS

Qty		Price	Total
75	VALET \$6 PER VEHICLE - HOST PRE PAY	\$6.00	\$450.00

ESTIMATED BILLING

			Total
Misc			\$450.00
Food			\$4,950.00
Subtotal			\$5,400.00
Service Fee - WORKED INTO COST PER PERSON	0.0%		\$0.00
Grand Total			\$5,400.00
Deposit (Due 11/8/2024)		Unpaid	\$2,000.00
Estimated Amount Due			\$5,400.00
Food & Beverage Minimum	\$3,200.00 Total		\$0.00
	-\$3,200.00 Met		

Restaurant:
CONTACT:
Email:
PHONE:
ADDRESS:

Runway 84
Mark Pakula
mpakula@runway84.com
954 701 4345

MANAGER:
Email:
PHONE:

Joe Alfano
jalfano@runway84.com
858-382-1984



EVENT SUMMARY

Name	Date	Time	Areas	Event Type	Guests	Event F&B Min	
Luncheon	12/5/2023	12pm-3pm	Main Dining		75	Price	Total
						Special Instructions	
						Details on setup and billing	
						apps, pasta course, meat fis	
						desserts. Open premium t	
						communal t	
Food							
QTY							
75	Cold Antipasta					\$ 110.00	\$ 8,250.00
	Anthony's Classic Salad					\$ -	\$ -
	Meatballs					\$ -	\$ -
	Shrimp Oreganata					\$ -	\$ -
	Veal Francese & Chicken Parm					\$ -	\$ -
						\$ -	\$ -
	Rigatoni Pomodoro, Escarole, Broc Rabe					\$ -	\$ -
QTY	Beverage					Price	Total
Bar Based on Consumption							
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
F&B Total						Price	Total
							\$ 8,250.00
Tax and Tip						Total	
Tax %						7%	\$ 577.50
Gratuity/Service						23%	\$ 1,815.00
F&B Total plus tax and tip						Total	
						\$ 10,642.50	

Credit Ca
Card Type. - Visa American Express:
Number
Expiration
Security code on back
Security code on front (AMEX) 4 digits
Billing Address for (

I accept the terms of this agreement and hereby authorize this card to be used for the future deposits and or final payment. Final total can vary based on additions changes within the requested BEO. All parties are to place a 20% deposit within 3 days of BEO execution.

Print

Signature

Addition
Any special requests or addition:
charged al acarte with only the au
These fees are to be charged ++ or
the BEO



Rental

process Family style
h and chicken entrée,
par. Will need larger
ables.

rd
s: Mastercard, Discover

Credit card

--

Policy

in writing by confirmed
n order to receive a 100%
ased in advanced for
on.

s
s during the event will be
thorized parties approval.
n top of all costs detailed in
.

From: [Vicky Salvucci](#)
To: [Mark Pakula](#)
Subject: 12/6/24
Date: Thursday, October 24, 2024 1:52:58 PM

Hi Mike,

You will have a buffet lunch, Estimated guarantee of 75 people.

Lunch to include:

Garden salad w/ Thousand island, creamery garlic and balsamic vinaigrette
Chef's Vegetable
Whipped potatoes
Chicken Francaise
Stuffed shells
Meatballs
Carved prime rib
1/2 Chocolate mousse 1/2 Cheesecake
Bread and butter
Soda station, Itea and coffee

We will set round tables w/ 10 chairs at each table, red napkins

Total per person is \$49.80 x 75= \$3,735.00

We do require \$10.00 per person deposit to hold the date. The estimated payment is due November 15th.

Please let me know if you have any questions.

Best regards,
Vicky Salvucci
954-989-2500

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.

TOWN OF PEMBROKE PARK
MEMORANDUM NO. 2024-017

TO: Mayor Ashira Mohammed
Members of the Town Commission

CC: David Lynch, Town Manager
Chandler Williamson, Deputy Town Manager
James Davermann, Finance Director
Suzi Reutlinger, Acting Town Clerk

FROM: Jacob G. Horowitz, Town Attorney *JGH*

DATE: October 23, 2024

RE: Town of Pembroke Park ("Town") / Auditor Selection Procedures

The intent of this legal memorandum is to provide the Town with an update on the process for the selection of an independent auditor in accordance with Section 218.391, F.S. Pursuant to this provision, the Town is required to rotate the certified public accountant or firm engaged to perform the Town's annual audit at least every three (3) years. The selection of an independent auditor must be consistent with the competitive process set forth in the statute.

The proceedings set forth in Section 218.391, F.S., as detailed below, must be open to the public and compliant with Sec. 286.011, F.S. (the "Sunshine Law").

I. AUDIT COMMITTEE

Section 218.391, F.S. requires the Town Commission to establish an auditor selection committee. The primary purpose of the auditor selection committee is to assist the Town Commission in selecting an auditor to conduct the annual financial audit; however, the committee may serve other audit oversight purposes as determined by the Town Commission.

The auditor selection committee must consist of **at least three (3)** members. One member **must** be a member of the Town Commission, who shall also serve as the **chair** of the committee. **No Town employee**, including the Town Manager and the finance director, may serve as a member of the auditor selection committee; however employees may serve in an advisory capacity to the committee.

In accordance with Section 218.391, F.S., the auditor selection committee's duties and responsibilities are as follows:

- 1) Establish factors to use for the evaluation of audit services. These factors shall include, but are not limited to, ability of personnel, experience and the ability to

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furnish the required services, among other factors as may be determined by the committee.

- 2) Publicly announce requests for proposals. This public announcement must include, at a minimum, a brief description of the audit and indicate how interested firms may apply.
- 3) Provide interested firms with a request for proposal. The request for proposals shall include information on how proposals are to be evaluated and other information the committee determines is necessary for interested firms to prepare a proposal.
- 4) Evaluate proposals by qualified firms. If compensation is one of the factors established by the committee, as referenced above, it cannot be the sole or predominant factor used to evaluate proposals.
- 5) Rank and recommend, in order of preference, no fewer than three (3) firms deemed to be the most highly qualified to perform the required services after considering the factors established by the committee. If fewer than three (3) firms respond to the request for proposals, the committee shall recommend such firms deemed to be the most highly qualified.

II. CONSIDERATION BY TOWN COMMISSION

Upon receipt of the recommendations of the auditor selection committee, the Town Commission shall inquire of the qualified firms as to the basis of compensation, select one (1) of the firms recommended by the committee, and negotiate a contract, using one of the following methods:

- 1) If compensation is not one of the factors established by the audit committee and not used to evaluate the firms based on the process set forth above, the Town Commission shall negotiate a contract with the firm ranked first. If the Town Commission is not able to negotiate a contract with that firm, negotiations with that firm shall be formally terminated and the commission shall undertake negotiations with the second-ranked firm. Failing to reach an agreement with the second-ranked firm, negotiations shall be formally terminated and undertaken with the third-ranked firm. While the Town Commission may, during this process, reopen negotiations with any of the three top-ranked firms, it may not negotiate with more than one firm at a time.
- 2) If compensation is one of the factors established by the audit committee and used to evaluate the firm based on the process set forth above, the Town Commission shall select the highest-ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm.

The Town Commission may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method for which compensation is not the sole or predominant factor used to select the firm.

The Town Commission may also designate the Town Manager or other individual to conduct these negotiations on its behalf. Ultimately, the method used by the Town Commission to select a firm recommended by the auditor selection committee and negotiate a contract with such firm must ensure that the agreed-upon compensation is reasonable to satisfy the statutory requirements related to annual financial audit reports (Sec. 218.39, F.S.), as well as the needs of the Town Commission.

If the Town Commission is unable to negotiate a satisfactory contract with any of the recommended firms, the auditor selection committee shall recommend additional firms, and negotiations shall continue in accordance with the process detailed herein until an agreement is reached.

III. CONTRACT REQUIREMENTS

The Town's selection of an auditor must be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. The written contract between the Town and the selected firm shall, at a minimum, include the following:

- 1) A provision specifying the services to be provided and fees or other compensation for such services.
- 2) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.
- 3) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.

Written contracts entered into pursuant to these procedures may be renewed, and such renewals may be done without the use of the auditor selection procedures detailed herein.

IV. CONCLUSION

The selection of an independent auditor is subject to specific statutory competitive procurement requirements. The Town Attorney's Office is prepared to work the Town Commission and the Town's professional staff to facilitate this process and ensure compliance with these statutory requirements for auditor selection.

Please contact our office if there is any additional information that we can provide.