



REVISED AGENDA

REGULAR COMMISSION MEETING

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

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. DELETIONS OR WITHDRAWALS TO THE AGENDA
5. PRESENTATIONS / PROCLAMATIONS
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
7. CONSENT AGENDA
 - 7.1. Approval of a Memorandum of Understanding (MOU) between the Town of Pembroke Park and the Florida Highway Safety and Motor Vehicles (FLHSMV) for Access to the Driver and Vehicle Information Database (DAVID) System. 4 - 17
[Agenda Item Report - AIR-24-139](#)
 - 7.2. Approval of an Agreement between the Town of Pembroke Park and CivicPlus for a Software System to Support the Building, Code Enforcement, and Business Tax Receipts Departments. 18 - 23
[Agenda Item Report - AIR-24-140](#)
 - 7.3. Approval to Purchase and Transition to KnowBe4 Software for Security Awareness Training. 24 - 25
[Agenda Item Report - AIR-24-141](#)
 - 7.4. Approval to Purchase new hardware for the Town from Dell. 26 - 36
[Agenda Item Report - AIR-24-142](#)
 - 7.5. Approval of Renewing the Agreement between the Town of Pembroke Park and CSPi for the Barracuda Software Renewal - IT Director Pakula 37 - 38
[Agenda Item Report - AIR-24-143](#)
8. RESOLUTIONS
9. ORDINANCES
10. NEW BUSINESS
 - 10.1. Discussion and possible action of a resolution declaring a sister city relationship with the city of Dinajpur, Bangladesh and encouraging 39 - 41

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

[Agenda Item Report - AIR-24-146](#)

- 10.2. Presentation of a Proclamation declaring the sister relationship between the Town of Pembroke and Dinajpur, Bangladesh, and congratulating the citizens of both municipalities for their efforts to submit this relationship for the benefit of all. 42 - 43

[Agenda Item Report - AIR-24-147](#)

- 10.3. Commissioner's Pension Update 44 - 49

[Agenda Item Report - AIR-24-148](#)

11. OLD BUSINESS

12. DISCUSSION

- 12.1. Consideration and possible action for a critical repair to the air conditioning to the second and third floor. 50 - 58

[Agenda Item Report - AIR-24-145](#)

13. ATTORNEY REPORTS

14. TOWN MANAGER REPORTS

15. COMMISSION REPORTS

Commissioner Jacobs

Acting Clerk Commissioner Kashem

Clerk Commissioner Hodgkins

Vice Mayor Morrisette

Mayor Mohammed

16. ANNOUNCEMENTS

- 16.1. Collective Bargaining Session, Thursday, December 12, 2024 at 9:30 a.m.

Special Commission Meeting, Thursday, December 12, 2024 at 7:00 p.m.

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

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

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

17. ADJOURNMENT

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.

Regular Commission Meeting

December 11, 2024

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

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

Cynthia Garcia-Lima
Town Clerk



Agenda Item Report

Subject:	Approval of a Memorandum of Understanding (MOU) between the Town of Pembroke Park and the Florida Highway Safety and Motor Vehicles (FLHSMV) for Access to the Driver and Vehicle Information Database (DAVID) System.
Meeting Date:	REGULAR COMMISSION MEETING - Dec 11 2024
Prepared For:	Town Commission
Staff Contact:	Daniel Decoursey, Interim Police Chief
Dept/Group:	Police Department
Recommendation for Counsel to consider:	
Background Information:	DAVID is a database that maintains personal information that identifies individuals. The Police Department may receive personal information from DAVID under the government agency exception provided in DPPA as indicated in Attachment I. Pembroke Park Police Department will utilize DAVID information for the purposes of carrying out its statutorily mandated law enforcement and prosecutorial functions.
Staff Recommendations:	Approve.
Financial Implications:	There is no cost to the program; therefore, there is no financial impact.
Alternatives:	

ATTACHMENTS:

[PEMBROKE POLICE_20241126_081408](#)

**MEMORANDUM OF UNDERSTANDING
FOR LAW ENFORCEMENT AGENCY ACCESS TO
DRIVER AND VEHICLE INFORMATION DATABASE SYSTEM (DAVID)**

This Memorandum of Understanding (MOU) is made and entered into by and between Town of Pembroke Park Police Department, hereinafter referred to as the Requesting Party, and the Florida Department of Highway Safety and Motor Vehicles, hereinafter referred to as the Providing Agency, collectively referred to as the Parties.

I. Purpose

The Providing Agency is a government entity whose primary duties include issuance of motor vehicle and driver licenses, registration and titling of motor vehicles, and enforcement of all laws governing traffic, travel, and public safety upon Florida's public highways.

In carrying out its statutorily mandated duties and responsibilities, the Providing Agency collects and maintains personal information that identifies individuals. This information is stored in the Department's Driver and Vehicle Information Database system, commonly referred to as "DAVID." Based upon the nature of this information, the Providing Agency is subject to the disclosure prohibitions contained in 18 U.S.C. §2721, the Driver's Privacy Protection Act (hereinafter "DPPA"), Section 119.0712(2), Florida Statutes, and other statutory provisions.

The Requesting Party is a law enforcement agency operating under the laws and authority of the state of Florida. As a law enforcement agency, the Requesting Party may receive personal information from DAVID under the government agency exception provided in DPPA as indicated in Attachment I. The Requesting Party utilizes DAVID information for the purposes of carrying out its statutorily mandated law enforcement and prosecutorial functions.

This MOU is entered into for the purpose of establishing the conditions and limitations under which the Providing Agency agrees to provide electronic access to DAVID information to the Requesting Party. Use of the data by Requesting Party shall only be for a lawful purpose.

II. Definitions

For the purposes of this Agreement, the below-listed terms shall have the following meanings:

- A. DAVID - The Providing Agency's Driver and Vehicle Information Database system that accesses and transmits driver and vehicle information.
- B. Driver License Information - Driver license and identification card data collected and maintained by the Providing Agency. This information includes personal information as defined below.
- C. Emergency Contact Information (ECI) - Information contained in a motor vehicle record listing individuals to be contacted in the event of an emergency. Emergency contact information may be released to law enforcement agencies through the DAVID system for purposes of contacting those listed in the event of an emergency, as noted in Section 119.0712 (2)(d), Florida Statutes.
- D. Driver Privacy Protection Act (DPPA) - The Federal Act (see, 18 United States Code § 2721, et seq.) that prohibits release and use of personal information except as otherwise specifically permitted within the Act.
- E. Government Entity - Any non-law enforcement agency of the state, city or county government and all Federal agencies, which may include Federal law enforcement agencies.
- F. Insurance Record - Insurance information, such as Insurance Company name, policy type, policy status, insurance creation and expiration date provided to the Requesting Party, pursuant to Section 324.242(2), Florida Statutes.

- G. Parties - The Providing Agency and the Requesting Party.
- H. Personal Information – As described in Chapter 119, Florida Statutes, information found in the motor vehicle record, which includes, but is not limited to, the subject's driver identification number, name, address, telephone number, social security number, medical or disability information, and emergency contact information.
- I. Point-of-Contact (POC) - A person(s) appointed by the Requesting Party as the administrator of the DAVID program in their agency.
- J. Providing Agency - The Florida Department of Highway Safety and Motor Vehicles. The Providing Agency is responsible for granting access to DAVID information to the Requesting Party.
- K. Quarterly Quality Control Review Report – Report completed each quarter by the Requesting Party's POC to monitor compliance with the MOU. The following must be included in the Quarterly Quality Control Review Report:
 - 1. A comparison of the DAVID users by agency report with the agency user list;
 - 2. A listing of any new or inactivated users since the last quarterly quality control review; and
 - 3. Documentation verifying that usage has been internally monitored to ensure proper, authorized use and dissemination.
- L. ~~Requesting Party - Any law enforcement agency that is expressly authorized by Section 119.0712(2), Florida Statutes, and DPPA to receive personal information contained in a motor vehicle record maintained by the Providing Agency.~~
- M. Vehicle Information – Title and registration data collected and maintained by the Providing Agency for vehicles.

III. Legal Authority

The Providing Agency maintains computer databases containing information pertaining to driver's licenses and vehicles pursuant to Chapters 317, 319, 320, 322, 328, and Section 324.242(2), Florida Statutes. The driver license and motor vehicle data contained in the Providing Agency's databases is defined as public record pursuant to Chapter 119, Florida Statutes, and as such, is subject to public disclosure unless otherwise exempted by law.

As the custodian of the state's driver and vehicle records, the Providing Agency is required to provide access to records permitted to be disclosed by law and may do so by remote electronic means pursuant to Sections 119.0712(2), 320.05, 321.23, 322.20, and 324.242(2), Florida Statutes, and applicable rules.

Under this MOU, the Requesting Party will be provided, via remote electronic means, information pertaining to driver licenses and vehicles, including personal information authorized to be released pursuant to Section 119.0712(2), Florida Statutes and DPPA. By executing this MOU, the Requesting Party agrees to maintain the confidential and exempt status of any and all information provided by the Providing Agency pursuant to this agreement and to ensure that any person or entity accessing or utilizing said information shall do so in compliance with Section 119.0712(2), Florida Statutes and DPPA. In addition, the Requesting Party agrees that insurance policy information shall be utilized pursuant to Section 324.242(2), Florida Statutes. Furthermore, the deceased date of an individual shall only be provided to a Requesting Party that meets the qualifications of 15 CFR §1110.102. Disclosure of the deceased date of an individual, which is not in compliance with 15 CFR §1110.102, is punishable under 15 CFR §1110.200. Additionally, because the Social Security Administration does not guarantee the accuracy of the Death Master File (DMF), the Requesting Party is reminded that adverse action should not be taken against any individual without further investigation to verify the death information listed.

This MOU is governed by the laws of the state of Florida and jurisdiction of any dispute arising from this MOU shall be in Leon County, Florida.

IV. Statement of Work

A. The Providing Agency agrees to:

1. Allow the Requesting Party to electronically access DAVID as authorized under this agreement.
2. Provide electronic access pursuant to established roles and times, which shall be uninterrupted except for periods of scheduled maintenance or due to a disruption beyond the Providing Agency's control, or in the event of breach of this MOU by the Requesting Party. Scheduled maintenance will normally occur Sunday mornings between the hours of 6:00 A.M. and 10:00 A.M, EST.
3. Provide an agency contact person for assistance with the implementation and administration of this MOU.

B. The Requesting Party agrees to:

1. Utilize information obtained pursuant to this MOU, including Emergency Contact Information (ECI), only as authorized by law and for the purposes prescribed by law and as further described in this MOU. In the case of ECI, such information shall only be used for the purposes of notifying a person's registered emergency contact in the event of a serious injury, death, or other incapacitation. ECI shall not be released or utilized for any other purpose, including developing leads or for criminal investigative purposes.
2. Retain information obtained from the Providing Agency only if necessary for law enforcement purposes. If retained, information shall be safeguarded in compliance with Section V. Safeguarding Information, subsection C.
3. Ensure that its employees and agents comply with Section V. Safeguarding Information.
4. Refrain from assigning, sub-contracting, or otherwise transferring its rights, duties, or obligations under this MOU, without the prior written consent of the Providing Agency.
5. Not share, provide, or release any DAVID information to any other law enforcement, governmental agency, person, or entity not a party or otherwise subject to the terms and conditions of this MOU.
6. Protect and maintain the confidentiality and security of the data received from the Providing Agency in accordance with this MOU and applicable state and federal law.
7. Defend, hold harmless and indemnify the Providing Agency and its employees or agents from any and all claims, actions, damages, or losses which may be brought or alleged against its employees or agents for the Requesting Party's negligent, improper, or unauthorized access, use, or dissemination of information provided by the Providing Agency, to the extent allowed by law.
8. Immediately inactivate user access/permissions following termination or the determination of negligent, improper, or unauthorized use or dissemination of information and to update user access/permissions upon reassignment of users within five (5) business work days.
9. Complete and maintain Quarterly Quality Control Review Reports as defined in Section II. Definitions, K, and utilizing the form attached as Attachment II.
10. Update any changes to the name of the Requesting Party, its Agency head, its POC, address, telephone number and/or e-mail address in the DAVID system within ten calendar days of occurrence. The Requesting Party is hereby put on notice that failure to timely update this information may adversely affect the time frames for receipt of information from the Providing Agency.

license or motor vehicle information lost, damaged, or destroyed as a result of the electronic exchange of data pursuant to this MOU, except as otherwise provided in Section 768.28, Florida Statutes.

- C. Any and all DAVID-related information provided to the Requesting Party as a result of this MOU, particularly data from the DAVID system, will be stored in a place physically secure from access by unauthorized persons.
- D. The Requesting Party shall comply with Rule 60GG-2, Florida Administrative Code, and with Providing Agency's security policies, and employ adequate security measures to protect Providing Agency's information, applications, data, resources, and services. The applicable Providing Agency's security policies shall be made available to Requesting Party. Additionally, with respect to the deceased date of an individual, the Requesting Party shall have systems, facilities, and procedures in place to safeguard such information, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements reasonably similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986 and agrees to satisfy such similar requirements.
- E. When printed information from DAVID has met record retention, it shall be destroyed by cross-cut shredding or incineration in accordance with Florida law.
- F. The Requesting Party shall maintain a list of all persons authorized within the agency to access DAVID information. The list will not be provided to the Providing Agency but shall be subject to viewing during any field audit conducted by the Providing Agency or in the event of a violation under Section VI. Compliance and Control Measures, subsection D, of this MOU for the purposes of ascertaining whether the person or persons involved have been removed from the list or have otherwise had their DAVID access modified or limited.
- G. Access to DAVID-related information, particularly data from the DAVID System, will be protected in such a way that unauthorized persons cannot view, retrieve, or print the information.
- H. Under this MOU agreement, access to DAVID system shall be provided to users who are direct employees of the Requesting Party and shall not be provided to any non-employee or contractors of the Requesting Party.
- I. By signing this MOU, the Parties, through their signatories, affirm and agree to maintain the confidentiality of the information exchanged through this agreement.

VI. Compliance and Control Measures

- A. **Quarterly Quality Control Review Report** – Must be completed pursuant to Section IV, B(9), utilizing Attachment II, Quarterly Quality Control Review Report, within 10 days after the end of each quarter and maintained for two years. The following must be included in the Quarterly Quality Control Review Report:
 - 1. A comparison of the DAVID users by agency report with the agency user list;
 - 2. A listing of any new or inactivated users since the last quarterly quality control review; and
 - 3. Documentation verifying that usage has been internally monitored to ensure proper, authorized use and dissemination utilizing the auditing features available in DAVID.
- B. **Field Audits** – Field audits shall be conducted by the Providing Agency in order to ensure that MOU requirements concerning internal controls are being met. Field audits shall be conducted on-site by Providing Agency employees, who shall be designated as "Field Liaisons" for the purposes of this MOU. Field Liaisons shall be geographically located throughout the state. The Requesting Party shall cooperate with the Field Liaisons in conducting field audits by granting access to systems and records related to this MOU and assigning appropriate personnel to respond to information requests.

Audits shall be conducted a minimum of once, every two years. Field Liaisons shall contact the POC in order to schedule the audit. At the completion of the audit, the Field Liaison will complete a report and provide a copy to the Requesting Party within ninety (90) days of the audit date. Should the audit report conclude that deficiencies or issues exist in regard to the Requesting Party's internal

controls, or access to or use of DAVID information, Providing Agency reserves the right to take, based upon the nature of the deficiencies/issues found, any or all of the following actions: audit more frequently than once, every two years; and/or suspend or terminate Requesting Party's access to DAVID information until such time as Requesting Party submits proof satisfactory to the Providing Agency that the deficiencies/issues have been corrected.

- C. **Internal Control Attestation** – This MOU is contingent upon the Requesting Party having appropriate internal controls in place at all times that data is being provided/received pursuant to this MOU to ensure that the data is protected from unauthorized access, distribution, use, modification, or disclosure. The Requesting Party must submit an Attestation statement no later than 45 days after receipt of the audit report referenced in Section VI. Compliance and Control Measures, subsection B., above. The Attestation shall indicate that the internal controls over personal data have been reviewed and evaluated in light of the audit findings and are adequate to protect the personal data from unauthorized access, distribution, use, modification, or disclosure. The Attestation shall also certify that any and all deficiencies/issues found during the audit have been corrected and measures enacted to prevent recurrence. The Providing Agency may extend the time for submission of the Attestation upon written request by the Requesting Party. The Attestation must have an original signature of the Chief, Sheriff, or State Attorney, or person designated by Letter of Delegation to execute contracts/agreements on their behalf, and may be sent via U.S. Mail, facsimile transmission, or e-mailed to the Providing Agency's Bureau of Records at the following address:

Department of Highway Safety and Motor Vehicles
Chief, Bureau of Records
2900 Apalachee Parkway, MS89
Tallahassee, Florida 32399-0500
Fax: (850) 617-5168
E-mail: DataListingUnit@flhsmv.gov

- D. **Annual Certification Statement** - The Requesting Party shall submit to the Providing Agency an annual statement indicating that the Requesting Party has evaluated and certifies that it has adequate controls in place to protect the personal data from unauthorized access, distribution, use, modification, or disclosure, and is in full compliance with the requirements of this MOU. The Requesting Party shall submit this statement annually, within 45 days after the anniversary date of this MOU. (NOTE: During any year in which a Field Audit is conducted, submission of the Internal Control Attestation may satisfy the requirement to submit an Annual Certification Statement.) Failure to timely submit the certification statement may result in an immediate field audit and, based upon the findings of the audit, suspension or termination of Requesting Party's access to DAVID information as indicated in Section VI. Compliance and Control Measures, subsection B., above.

In addition, prior to expiration of this MOU, if the Requesting Party intends to enter into a new MOU, a certification statement attesting that appropriate controls remained in place during the final year of the MOU and are currently in place shall be required to be submitted to the Providing Agency prior to issuance of a new MOU.

- E. **Misuse of Personal Information** – The Requesting Party must notify the Providing Agency in writing of any incident where determination is made that personal information has been compromised as a result of unauthorized access, distribution, use, modification, or disclosure, by any means, within 30 days of such determination. The statement must be provided on the Requesting Party's letterhead and include each of the following: a brief summary of the incident; the outcome of the review; the date of the occurrence(s); the number of records compromised; the name or names of personnel responsible; whether disciplinary action or termination was rendered; and whether or not the owners of the compromised records were notified. The statement shall also indicate the steps taken, or to be taken, by the Requesting Agency to ensure that misuse of DAVID data does not continue. This statement shall be mailed to the Bureau Chief of Records at the address indicated in Section VI. Compliance and Control Measures, subsection C., above. (NOTE: If an incident involving breach of personal information did occur and Requesting Party did not notify the owner(s) of the compromised records, the Requesting Party must indicate why notice was not provided, for example "Notice not statutorily required.")

In addition, the Requesting Party shall comply with the applicable provisions of Section 501.171, Florida Statutes, regarding data security and security breaches, and shall strictly comply with the provisions regarding notice provided therein.

VII. Agreement Term

This MOU shall take effect upon the date of last signature by the Parties and shall remain in effect for six (6) years from this date unless sooner terminated or cancelled in accordance with Section IX. Termination. Once executed, this MOU supersedes all previous agreements between the parties regarding the same subject matter.

VIII. Amendments

This MOU incorporates all negotiations, interpretations, and understandings between the Parties regarding the same subject matter and serves as the full and final expression of their agreement. This MOU may be amended by written agreement executed by and between both Parties. Any change, alteration, deletion, or addition to the terms set forth in this MOU, including to any of its attachments, must be by written agreement executed by the Parties in the same manner as this MOU was initially executed. If there are any conflicts in the amendments to this MOU, the last-executed amendment shall prevail. All provisions not in conflict with the amendment(s) shall remain in effect and are to be performed as specified in this MOU.

IX. Termination

- A. ~~This MOU may be unilaterally terminated for cause by either party upon finding that the terms and conditions contained herein have been breached by the other party. Written notice of termination shall be provided to the breaching party; however, prior-written notice is not required, and notice may be provided upon cessation of work under the agreement by the non-breaching party.~~
- B. In addition, this MOU is subject to unilateral termination by the Providing Agency without notice to the Requesting Party for failure of the Requesting Party to comply with any of the requirements of this MOU, or with any applicable state or federal laws, rules, or regulations, including Section 119.0712(2), Florida Statutes.
- C. This MOU may also be cancelled by either party, without penalty, upon 30 days' advanced written notice to the other party. All obligations of either party under the MOU will remain in full force and effect during the thirty (30) day notice period.

X. Notices

Any notices required to be provided under this MOU may be sent via U.S. Mail, facsimile transmission, or e-mail to the following individuals:

For the Providing Agency:

Chief, Bureau of Records
2900 Apalachee Parkway
Tallahassee, Florida 32399
Fax: (850) 617-5168
E-mail: DataListingUnit@flhsmv.gov

For the Requesting Party:

Agency Point-of-Contact listed on the signature page.

XI. Additional Database Access/Subsequent MOU's

The Parties understand and acknowledge that this MOU entitles the Requesting Party to specific information included within the scope of this agreement. Should the Requesting Party wish to obtain access to other personal information not provided hereunder, the Requesting Party will be required to execute a subsequent MOU with the

Providing Agency specific to the additional information requested. All MOU's granting access to personal information will contain the same clauses as are contained herein regarding audits, report submission, and the submission of Certification and Attestation statements.

The Providing Agency is mindful of the costs that would be incurred if the Requesting Party was required to undergo multiple audits and to submit separate certifications, attestations, and reports for each executed MOU. Accordingly, should the Requesting Party execute any subsequent MOU with the Providing Agency for access to personal information while the instant MOU remains in effect, the Requesting Party may submit a written request, subject to Providing Agency approval, to submit one of each of the following covering all executed MOU's: Quarterly Quality Control Review Report; Certification; and Attestation; and/or to have conducted one comprehensive audit addressing internal controls for all executed MOU's. The Providing Agency shall have the sole discretion to approve or deny such request in whole or in part or to subsequently rescind an approved request based upon the Requesting Party's compliance with this MOU and/or any negative audit findings.

XII. Application of Public Records Law

The parties to this Agreement recognize and acknowledge that any governmental agency having custody of records made or received in connection with the transaction of official business remains responsible for responding to public records requests for those records in accordance with state law (including Chapter 119, Florida Statutes), and that public records that are exempt or confidential from public records disclosure requirements will not be disclosed except as authorized by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATED TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCFILING@FLHSMV.GOV, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, STE. A432, TALLAHASSEE, FL 32399-0504.

XIII. Certification Information

Pursuant to Section IV. Statement of Work, subsection B. paragraph 14(a), above, the Requesting Party certifies that access to DMF information is appropriate based on the following specific purpose (please describe the legitimate purpose):

Data will be used for law enforcement purposes.

Please indicate whether the Requesting Party desires to re-disclose the deceased date of any individual to any other person or entity: Yes ☐ No ☒

If the Requesting Party desires to re-disclose the deceased date of any individual to any other person or entity, the Requesting Party agrees that it will not re-disclose the data received from the Providing Agency, but rather, will contact NTIS at <https://classic.ntis.gov/products/ssa-dmf/#> to become a Certified Person, as defined by 15 CFR §1110.2. A Requesting Party who is a Certified Person may only disclose the deceased date of an individual pursuant to the Requesting Party's obligations under 15 CFR §1110.102.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the Parties hereto, have executed this Agreement by their duly authorized officials on the date(s) indicated below.

REQUESTING PARTY

Town of Pembroke Park Police Department

Agency Name

3150 SW 52 Avenue

Street Address

Suite

Pembroke Park

FL

33023

City

State

Zip Code

BY:

Signature of Authorized Official

Daniel DeCoursey

Printed/Typed Name

Chief of Police

Title

Date

ddecoursey@pdtppfl.gov

Official Agency Email Address

954-966-4600 Ext. 707

Phone Number

Agency Point of Contact:

Heather Heath

Printed/Typed Name

hheath@pdtppfl.gov

Official Agency Email Address

954-966-4600 / 700 /

Phone Number

/

Fax Number

PROVIDING AGENCY:

Florida Department of Highway Safety and Motor Vehicles

2900 Apalachee Parkway

Tallahassee, Florida 32399

BY:

Signature of Authorized Official

Printed/Typed Name

Title

Date



U.S. Department of Commerce
National Technical Information Service
Alexandria, VA 22312

IMPORTANT NOTICE

On November 1, 2011, the Social Security Administration (SSA) implemented an important change in the Death Master File (DMF) data. NTIS, a cost-recovery government agency, disseminates the Limited Access DMF on behalf of SSA. The Limited Access Death Master File contains data on decedants who died less than 3 years ago.

Please see the Q and A below, provided by SSA (and edited by NTIS to change the tense once the change had been implemented) for an explanation of the change.

Should you have any questions, please email jhounsell@ntis.gov who will forward any questions not answered below to the Social Security Administration for reply.

IMPORTANT NOTICE: Change in Public Death Master File Records

NTIS receives Death Master File (DMF) data from the Social Security Administration (SSA). SSA receives death reports from various sources, including family members, funeral homes, hospitals, and financial institutions.

Q: What change has SSA made to the Public DMF?

A: Effective November 1, 2011, the DMF data that NTIS receives from SSA no longer contains protected state death records. Section 205(r) of the [Social Security] Act prohibits SSA from disclosing the state death records SSA receives through its contracts with the states, except in limited circumstances. (Section 205r link - http://www.ssa.gov/OP_Home/ssact/title02/0205.htm)

Q: How did this change affect the size of the Public DMF?

A: The historical Public DMF contained 89 million records. SSA removed approximately 4.2 million records from this file and adds about 1 million fewer records annually.

**REMINDER:
DMF users should always investigate and verify the death listed before taking any adverse action against any individual."**

National Technical Information Service
5301 Shawnee Rd
Alexandria, VA 22312-2312

Email: DMFCERT@NTIS.GOV
Fax: 703.605.6900
Form Number: NTIS FM161

ATTACHMENT I

**FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
Request For Access to Driver And Vehicle Information Database System (DAVID)**

The Driver's Privacy Protection Act, 18 United States Code sections 2721 ("DPPA") makes personal information contained in motor vehicle or driver license records confidential and exempt from disclosure. Personal information in a motor vehicle or driver license record includes, but is not limited to, an individual's social security number, driver license or identification number, name, address, and medical or disability information. Personal information does not include information related to driving violations and driver status. Personal information from these records may only be released to individuals or organizations that qualify under one of the exemptions provided in DPPA, which are listed on the back of this form.

I am an authorized representative of an organization requesting personal information for one or more records as described below. I declare that my organization is qualified to obtain personal information under exemption number(s)

1, as listed on page 2 of this form.

I understand that I shall not use or redisclose this personal information except as provided in DPPA and that any use or redisclosure in violation of these laws or statutes may subject me to criminal sanctions and civil liability.

Complete the following for each DPPA exemption being claimed (attach additional page, if necessary):

DPPA Exemption Claimed:	Description of how Requesting Party qualifies for exemption:	Description of how data will be used:
1	Requesting party is a law enforcement agency.	Data from DAVID will enhance Officer's ability to ensure public safety and improve operational efficiency.

Obtaining personal information under false pretenses is a state and federal crime. Under penalties of perjury, I declare that I have read the foregoing Request For Access to Driver And Vehicle Information Database System and that I am entitled to receive Exempt Personal Information in A Motor Vehicle/Driver License Record and that the facts stated in it are true and correct.

Signature of Authorized Official

Daniel DeCoursey

Printed Name

Date

Chief of Police

Title

Town of Pembroke Park Police Department

Name of Agency/Entity

ATTACHMENT I

Pursuant to section 119.0712(2), F. S., personal information in motor vehicle and driver license records can be released for the following purposes, as outlined in 18 United States Code, section 2721:

Personal information referred to in subsection (a) shall be disclosed for use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of Titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. 1231 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and chapters 301, 305, and 321-331 of Title 49, CFR, and, subject to subsection (a)(2), may be disclosed as follows:

1. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.
2. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
3. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only:
 - a) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - b) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
4. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.
5. For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
6. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
7. For use in providing notice to the owners of towed or impounded vehicles.
8. For use by any licensed private investigative agency or licensed security service for any purpose permitted in accordance with 18 USC 2721 (b).
9. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of Title 49, CFR.
10. For use in connection with the operation of private toll transportation facilities.
11. For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.
12. For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.
13. For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
14. For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.



Dave Kerner
Executive Director

2900 Apalachee Parkway
Tallahassee, Florida 32399-0500
www.flhsmv.gov

ANNUAL CERTIFICATION STATEMENT

In accordance with Section VI., Part D, of the Memorandum of Understanding between Department of Highway Safety and Motor Vehicles (Providing Agency) and Town of Pembroke Park Police Department (Requesting Party) hereby Affirms that the Requesting Party has evaluated and have adequate controls in place to protect the personal data from unauthorized access, distribution, use and modification or disclosure and is in full compliance as required in the contractual agreement _____ (contract number).

Signature

Daniel DeCoursey

Printed Name

Chief of Police

Title

Date

Town of Pembroke Park Police Department

NAME OF AGENCY

• Service • Integrity • Courtesy • Professionalism • Innovation • Excellence •
An Equal Opportunity Employer



Agenda Item Report

Subject:	Approval of an Agreement between the Town of Pembroke Park and CivicPlus for a Software System to Support the Building, Code Enforcement, and Business Tax Receipts Departments.
Meeting Date:	REGULAR COMMISSION MEETING - Dec 11 2024
Prepared For:	Town Commission
Staff Contact:	Jeffrey Louis, Building Manager
Dept/Group:	Building
Recommendation for Counsel to consider:	Recommendation to approve Civic Plus as the Software enterprise system for Building, Code and BTR.
Background Information:	Over the summer months, the Building Department met and screened several Software Enterprise solutions for permitting, code enforcement, and business tax receipts and chose the top three solutions. Civic Plus is also integrated with the Town website and mass notification system.
Staff Recommendations:	Recommendation to approve Civic Plus as the Software enterprise system for Building, Code and BTR.
Financial Implications:	This item is Budgeted for the Building Department. Contracts are available for the procurement process.
Alternatives:	

ATTACHMENTS:

[Pembroke Park Comm Dev DEC 2024](#)

**CivicPlus**

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

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

Statement of Work

Q-88209-1

12/2/2024 3:00 PM

12/31/2024

Client:

Town of Pembroke Park, FL

Bill To:

PEMBROKE PARK TOWN, FLORIDA

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

Modules

QTY	PRODUCT NAME	DESCRIPTION
1.00	Community Development Core Annual-Premium	Community Development Core Annual-Premium
1.00	Community Development Core Setup-Premium	Community Development Core Setup-Premium
1.00	Community Development Permitting Annual-Premium	Community Development Permitting Annual-Premium
1.00	Community Development Setup-Premium	Community Development Setup-Premium
1.00	Community Development Code Enforcement Annual-Premium	Community Development Code Enforcement Annual-Premium
1.00	Community Development Setup-Premium	Community Development Setup-Premium
1.00	Community Development Licensing Annual-Premium	Community Development Licensing Annual-Premium
1.00	Community Development Setup-Premium	Community Development Setup-Premium
1.00	Community Development Planning & Zoning Annual-Premium	Community Development Planning & Zoning Annual-Premium
1.00	Community Development Setup-Premium	Community Development Setup-Premium

Add-Ons

QTY	PRODUCT NAME	DESCRIPTION
1.00	Community Development GIS (ESRI) Mapping Integration Annual	Community Development GIS (ESRI) Mapping Integration Annual. This requires the client to provide an ArcGIS restful endpoint for a parcel layer and may provide ArcGIS restful endpoints for up to two additional layers.
1.00	Community Development GIS (ESRI) Mapping Integration Setup	Community Development GIS (ESRI) Mapping Integration Setup. This requires the client to provide an ArcGIS restful endpoint for a parcel layer and may provide ArcGIS restful endpoints for up to two additional layers.
1.00	Community Development ICC Code Integration (population based) Annual	Community Development ICC Code Integration (9 Titles and unlimited users) Annual
1.00	Community Development ICC Code Integration (population based) Setup	Community Development ICC Code Integration (9 Titles and unlimited users) Setup
1.00	Community Development Mobile App (Offline Inspections) Annual	Community Development Mobile App (Offline Inspections) Annual
1.00	Community Development Mobile App (Offline Inspections) Setup	Community Development Mobile App (Offline Inspections) Setup

CivicPlus Connectors

QTY	PRODUCT NAME	DESCRIPTION
1.00	SeeClickFix Connector to Community Development	SeeClickFix hosted integration with the Community Development module. This requires both systems to be configured with the same source parcel data source using a public ArcGIS feature layer (i.e. REST endpoint).
1.00	MunicodeNEXT Connector for Community Development	Community Development Code Library integration with Municode Online Codes

Credit Card Processing

QTY	PRODUCT NAME	DESCRIPTION
1.00	Community Development Pay Annual Fee - Forte	Community Development Pay - Forte
1.00	Community Development Pay Setup Fee - Forte	Community Development Pay Setup Fee - Forte

Data Import

QTY	PRODUCT NAME	DESCRIPTION
1.00	Community Development-Data Import - Premium - Client Formatted - Permitting	The client is responsible for formatting the data within the provided templates. CivicPlus will import the returned pre-formatted templates (.csv format) provided by the client.
1.00	Community Development-Data Import - Premium - Client Formatted - Planning & Zoning	The client is responsible for formatting the data within the provided templates. CivicPlus will import the returned pre-formatted templates (.csv format) provided by the client.
1.00	Community Development-Data Import - Premium - Client Formatted - Code Enforcement Complaint	The client is responsible for formatting the data within the provided templates. CivicPlus will import the returned pre-formatted templates (.csv format) provided by the client.
1.00	Community Development-Data Import - Premium - Client Formatted - Code Enforcement Violation	The client is responsible for formatting the data within the provided templates. CivicPlus will import the returned pre-formatted templates (.csv format) provided by the client.
1.00	Community Development-Data Import - Premium - Client Formatted - Licensing	The client is responsible for formatting the data within the provided templates. CivicPlus will import the returned pre-formatted templates (.csv format) provided by the client.

SeeClickFix

QTY	PRODUCT NAME	DESCRIPTION
1.00	SeeClickFix Request	Unlimited gov user licenses for service request management tool to intake citizen submissions via mobile app. Assign requests internally, resolve issues and measure request performance. Includes support and virtual training services.

Year 1 Promotional Discount

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

List Price – Initial Term Total	USD 55,502.52
Total Investment - Initial Term	USD 27,410.63
Annual Recurring Services (Subject to Uplift)	USD 23,220.92

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

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 3

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

Acceptance

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

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

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

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

V. PD 06.01.2015-0048
Page 5 of 5

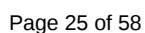


Agenda Item Report

Subject:	Approval to Purchase and Transition to KnowBe4 Software for Security Awareness Training.
Meeting Date:	REGULAR COMMISSION MEETING - Dec 11 2024
Prepared For:	Town Commission
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	Approve Item
Background Information:	Switching to new for cyber security training.
Staff Recommendations:	Approve Item
Financial Implications:	This is the best of the three quotes. For three years, \$3,718.20 asked not to exceed \$4,500.00
Alternatives:	

ATTACHMENTS:

[CSPi Quote_0320-20985 - KnowBe4](#)





Agenda Item Report

Subject:	Approval to Purchase new hardware for the Town from Dell.
Meeting Date:	AGENDA WORKSHOP COMMISSION MEETING - Dec 02 2024
Prepared For:	
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	Approve Item
Background Information:	Contract # C000001116132 Customer Agreement # 23026 / 43210000-23- NASPO-ACS
Staff Recommendations:	Approve items for the Town
Financial Implications:	This is a budgeted item. The total is \$14,329.09. I would ask not to exceed \$15,000.00.
Alternatives:	Received other quotes. from two other vendors.

ATTACHMENTS:

[Your Dell Quote 3000183411903.1](#)

From: Liz.Cecil@dell.com
To: [Mark Pakula](#)
Subject: Your Dell Quote 3000183411903.1
Date: Tuesday, November 19, 2024 9:01:37 AM



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Dec. 19, 2024**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	Town of Pembroke Park 11/19	Sales Rep	Liz Cecil
Quote No.	3000183411903.1	Phone	1(800) 4563355
Total	\$14,329.09	Email	Liz.Cecil@dell.com
Customer #	14164554	Billing To	MARK PAKULA
Quoted On	Nov. 19, 2024		TOWN OF
Expires by	Dec. 19, 2024		PEMBROKE PARK
Contract Name	Dell NASPO Computer Equipment PA - Florida		3150
Contract Code	C000001116132		SOUTHWEST
Customer Agreement #	23026 / 43210000-23-NASPO-ACS		52ND AVE
			PEMBROKE
			PARK, FL 33023

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Liz Cecil

Product	Unit Price	Quantity	Subtotal
Dell Premier Collaboration Keyboard -	\$101.06	6	\$606.36

KB900

Dell EcoLoop Essential Backpack 14-16	\$27.56	4	\$110.24
Dell 32 USB-C Hub Monitor - P3223DE, 80.1cm (31.5")	\$382.24	4	\$1,528.96
Dell Monitor Slim Soundbar - SB521A	\$41.34	3	\$124.02
Precision 3680 Tower	\$2,321.94	1	\$2,321.94
Precision 3460 Small Form Factor	\$1,998.99	4	\$7,995.96
Precision 3280 Compact	\$1,641.61	1	\$1,641.61

Subtotal:	\$14,329.09
Shipping:	\$0.00
Non-Taxable Amount:	\$14,329.09
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$14,329.09
--------	-------------



Shipping Group Details

Shipping To	Shipping Method
MARK PAKULA TOWN OF PEMBROKE PARK 3150 SW 52ND AVE PEMBROKE PARK, FL 33023-5413 (954) 701-4345	Standard Delivery

	Unit Price	Quantity	Subtotal
Dell Premier Collaboration Keyboard - KB900	\$101.06	6	\$606.36
Estimated delivery if purchased today: Nov. 21, 2024 Contract # C000001116132 Customer Agreement # 23026 / 43210000-23- NASPO-ACS			

Description	SKU	Unit Price	Quantity	Subtotal
Dell Premier Collaboration Keyboard - KB900	580-BBBH	-	6	-

Unit Price	Quantity	Subtotal
\$27.56	4	\$110.24

Dell EcoLoop Essential Backpack 14-16

Estimated delivery if purchased today:
Nov. 21, 2024
Contract # C000001116132
Customer Agreement # 23026 / 43210000-23-
NASPO-ACS

Description	SKU	Unit Price	Quantity	Subtotal
Dell EcoLoop Essential Backpack 14-16	460-BDSW	-	4	-

Unit Price	Quantity	Subtotal
\$382.24	4	\$1,528.96

Dell 32 USB-C Hub Monitor - P3223DE, 80.1cm (31.5")

Estimated delivery if purchased today:
Nov. 21, 2024
Contract # C000001116132
Customer Agreement # 23026 / 43210000-23-
NASPO-ACS

Description	SKU	Unit Price	Quantity	Subtotal
-------------	-----	------------	----------	----------

Dell 32 USB-C Hub Monitor - P3223DE, 80.1cm (31.5")	210-BDLQ	-	4	-
---	----------	---	---	---

Advanced Exchange Service 3 Years	844-1960	-	4	-
-----------------------------------	----------	---	---	---

Dell Limited Hardware Warranty	844-1966	-	4	-
--------------------------------	----------	---	---	---

Unit Price	Quantity	Subtotal
\$41.34	3	\$124.02

Dell Monitor Slim Soundbar - SB521A

Estimated delivery if purchased today:
Nov. 21, 2024
Contract # C000001116132
Customer Agreement # 23026 / 43210000-23-
NASPO-ACS

Description	SKU	Unit Price	Quantity	Subtotal
Dell Monitor Slim Soundbar - SB521A	520-AARU	-	3	-

Unit Price	Quantity	Subtotal
\$2,321.94	1	\$2,321.94

Precision 3680 Tower

Estimated delivery if purchased today:
Dec. 05, 2024
Contract # C000001116132
Customer Agreement # 23026 / 43210000-23-
NASPO-ACS

Description	SKU	Unit Price	Quantity	Subtotal
-------------	-----	------------	----------	----------

Precision 3680 Tower CTO Base	210-BLLP	-	1	-
-------------------------------	----------	---	---	---

Intel Core i9 14th Gen 14900 (36 MB cache, 24 cores, 32 threads, 2.0 GHz to 5.8 GHz, 65W)	338-CNTS	-	1	-
---	----------	---	---	---

Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSE	-	1	-
--	----------	---	---	---

Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	1	-
--	----------	---	---	---

Precision 3680 Tower with 500W (80 Plus Platinum) PSU, DAO	321-BKRQ	-	1	-
Standard CPU Air Cooler	412-ABBU	-	1	-
32GB: 2 x 16 GB, DDR5, 4400 MT/s, non-ECC	370-BBVZ	-	1	-
NVIDIA T1000 8GB, 8 GB GDDR6, 4 mDP to DP adapters	490-BKBG	-	1	-
Optional HDMI 2.0b Video Port	382-BBMF	-	1	-
C1 M.2 SSD Boot + SSD	449-BBXF	-	1	-
No SATA/SAS RAID	780-BBCJ	-	1	-
1 TB, M.2 2280, Gen 4 PCIe NVMe, SSD	400-BRCG	-	1	-
Thermal Pad	412-AAZW	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	1	-
E0: No Expansion Bay	429-ABMS	-	1	-
CMS Software not included	632-BBBJ	-	1	-
Intel Management Engine with vPro	631-BBTZ	-	1	-
Dell KB216 Wired Keyboard English	580-ADJC	-	1	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Dell Precision TPM	340-ACBY	-	1	-
System Power Cord C13 (US 125V, 15A)	450-AH DU	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Quick Setup Guide, Precision 3680	340-DMVD	-	1	-
Shipping Material (DAO)	340-CBUU	-	1	-
Ship material - EPEAT Certification	340-CZQO	-	1	-
500W Platinum PSU Label	389-FGRT	-	1	-
Intel Core i9 vPro Enterprise Processor Label	389-EDDS	-	1	-
Internal Speaker for Precision	520-AAVW	-	1	-
No External ODD	429-ABGY	-	1	-
Dell Additional Software	634-CHFN	-	1	-
Intel Rapid Storage Technology Driver, Precision 3680T	409-BCYF	-	1	-
Dell PremierColor 6.2	640-BBSW	-	1	-
Custom Configuration	817-BBBB	-	1	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	1	-

ProSupport Plus: 7x24 Technical Support, 3 Years	997-2859	-	1	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-2868	-	1	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-2877	-	1	-
ProSupport Plus: Next Business Day Onsite, 3 Years	997-6820	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-

Unit Price	Quantity	Subtotal
\$1,998.99	4	\$7,995.96

Precision 3460 Small Form Factor

Estimated delivery if purchased today:

Dec. 05, 2024

Contract # C000001116132

Customer Agreement # 23026 / 43210000-23-NASPO-ACS

Description	SKU	Unit Price	Quantity	Subtotal
Precision 3460 SFF CTO BASE	210-BCTU	-	4	-
Intel Core i7 14th Gen 14700 (33 MB cache, 20 cores, 28 threads, 2.1 GHz to 5.4 GHz, 65W)	338-CPNT	-	4	-
HEATSINK for 65W CPU	412-AAZQ	-	4	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	4	-
16 GB: 1 x 16 GB, DDR5, 5600MT/s, SO-DIMM, non-ECC	370-BBXR	-	4	-
1TB PCIe NVMe(TM) Gen4 M.2 SSD	400-BMQO	-	4	-
Thermal Pad for 3460 SFF SSD	412-AAZZ	-	4	-
Intel Rapid Storage Technology Driver, Precision 3460	409-BCWM	-	4	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	4	-
Intel Management Engine with vPro	631-ADHJ	-	4	-
Nvidia RTX A2000 12GB, 4 mDP to DP adapter (Precision 3460)	490-BHYD	-	4	-
C1 SSD Boot + SSD	449-BBYR	-	4	-
Integrated Intel SATA Controller	403-BBCE	-	4	-
No Hard Drive	400-AKZR	-	4	-
No Hard Drive	400-AKZR	-	4	-
No Hard Drive	400-AKZR	-	4	-
No Hard Drive	400-AKZR	-	4	-
8x DVD+/-RW/RAM 9.5mm Slimline Optical Disk Drive	429-ABFH	-	4	-
Bezel ODD	429-ABKH	-	4	-
CMS Essentials DVD no Media	658-BBTV	-	4	-
No SATA/SAS RAID	780-BBCJ	-	4	-

Precision 3460 SFF with 300W (80 Plus Platinum) PSU, RPL-R compatible (System Fan)	321-BKYH	-	4	-
No Media Card Reader	385-BBBL	-	4	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	4	-
Dell KB216 Wired Keyboard English	580-ADJC	-	4	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	4	-
ENERGY STAR Qualified	387-BBLW	-	4	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	4	-
Dell Precision TPM	340-ACBY	-	4	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	4	-
Quick Setup Guide, Precision 3460	340-CYUT	-	4	-
Shipping Material (DAO)	340-CBUU	-	4	-
Shipping Material	340-CQYR	-	4	-
Precision 3460 Plat Reg Label DAO	389-ECXZ	-	4	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	4	-
Internal Speaker	520-AARD	-	4	-
Additional Software	658-BFRV	-	4	-
System Power Cord C13 (US 125V, 15A)	450-AH DU	-	4	-
Custom Configuration	817-BBBB	-	4	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	4	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	4	-
ProSupport: 7x24 Technical Support, 3 Years	997-2836	-	4	-
ProSupport: Next Business Day Onsite, 3 Years	997-6782	-	4	-
	Unit Price	Quantity	Subtotal	
	\$1,641.61	1	\$1,641.61	

Precision 3280 Compact

Estimated delivery if purchased today:

Dec. 05, 2024

Contract # C000001116132

Customer Agreement # 23026 / 43210000-23-

NASPO-ACS

Description	SKU	Unit Price	Quantity	Subtotal
Precision 3280 CFF CTO BASE	210-BLXV	-	1	-
Intel Core i7 14th Gen 14700 (33 MB cache, 20 cores, 28 threads, 2.1 GHz to 5.4 GHz, 65W)	338-CNTR	-	1	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	1	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	1	-
Intel Management Engine disabled	631-BBXL	-	1	-
Intel Rapid Storage Technology Driver, Precision 3280	409-BCYD	-	1	-

16 GB: 1 x 16 GB, DDR5, 5600MT/s, SO-DIMM, non-ECC	370-BBXR	-	1	-
Nvidia RTX A400, 4GB GDDR6, 4 mDP, LP	490-BKPT	-	1	-
3280 CFF Riser Bracket for Graphic Card	330-BCSS	-	1	-
Storage Config C2, 1st slot 2280 SSD	449-BCGS	-	1	-
Integrated Intel SATA Controller	403-BBCE	-	1	-
1 TB, M.2 2280, Gen 4 PCIe NVMe, SSD	400-BRCG	-	1	-
No Hard Drive	400-AKZR	-	1	-
NO RAID	780-BCZB	-	1	-
3280 CFF L5.5 Chassis Americas	321-BKVB	-	1	-
No Cover Selected	325-BCZQ	-	1	-
280W A/C Adapter, EPEAT5, 7.4MM Barrel	492-BDRV	-	1	-
Power Cord 1M US	450-AAEJ	-	1	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	1	-
Intel Wi-Fi 6/6E (6GHz) AX211 2x2 Bluetooth 5.3 Wireless Card	555-BHHI	-	1	-
Internal Wi-Fi Antenna	555-BKPX	-	1	-
Dell KB216 Wired Keyboard English	580-ADJC	-	1	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	1	-
No Fans Included	384-BDRW	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
Dell Precision TPM	340-ACBY	-	1	-
WLAN Intel AX211 wireless card driver	555-BKVC	-	1	-
Quick Setup Guide, Precision 3280	340-DNZY	-	1	-
[DAO][primary soure]MPP,single package MOD	340-DQXZ	-	1	-
Regulatory Label 280W PSU 3280 CFF	389-FHVM	-	1	-
Intel Core i7 Processor Label	340-CUEQ	-	1	-
Internal Speaker	520-BBGY	-	1	-
Watch Dog SRV	379-BFMR	-	1	-
Dell Additional Software	634-CHFN	-	1	-
Dell PremierColor 6.2	640-BBSV	-	1	-
Custom Configuration	817-BBBB	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	997-2836	-	1	-
ProSupport: Next Business Day Onsite, 3 Years	997-6782	-	1	-
Subtotal:				\$14,329.09
Shipping:				\$0.00

Estimated Tax: \$0.00

Total: \$14,329.09

CONNECT WITH DELL:



BROWSE MORE OPTIONS:

IT Transformation	Laptops	Desktops
Servers & Storage	2-in-1's	Electronics & Accessories
Financing Options	Dell Services	Dell Support
Subscription Center	Events	Dell Premier

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [//www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offerspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

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

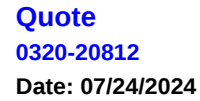


Agenda Item Report

Subject:	Approval of Renewing the Agreement between the Town of Pembroke Park and CSPi for the Barracuda Software Renewal - IT Director Pakula
Meeting Date:	REGULAR COMMISSION MEETING - Dec 11 2024
Prepared For:	
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	Approve Item
Background Information:	This is a renewal for 36 months. GSA #GS-35F-0511T Comments: Pricing is based off previous GSA Discounting
Staff Recommendations:	Approve Item
Financial Implications:	This is a budgeted item, and I have two other quotes that were more money. The total is \$17,880.38.
Alternatives:	

ATTACHMENTS:

[CSPi Quote_0320-20812 - Barracuda Cloud \(3 Years\) 70 Users](#)



Page 38 of 58



Agenda Item Report

Subject:	Discussion and possible action of a resolution declaring a sister city relationship with the city of Dinajpur, Bangladesh and encouraging outstanding relations with our new sister city Dinajpur, Bangladesh and also committing the Town of Pembroke Park in a relationship of goodwill, friendly exchange of ideas and mutual help for each community as is within the scope of capability of each municipality.
Meeting Date:	REGULAR COMMISSION MEETING - Dec 11 2024
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[Resolution No. 2024-030](#)

RESOLUTION NO. 2024-030

**A RESOLUTION OF THE TOWN COMMISSION
EXPRESSING THE TOWN'S DESIRE TO ESTABLISH
A SISTER CITY RELATIONSHIP WITH THE CITY OF
DINAJPUR BANGLADESH**

WHEREAS, in order to promote friendly exchanges and strengthen cooperation in the fields of culture, tourism, commerce, business and urban development among others, the City of Dinajpur, Bangladesh and the Town of Pembroke Park, desire to establish a Sister City relationship between the two cities; and

WHEREAS, on December 11, 2024 the Town of Pembroke Park discussed the creation of a Sister City relationship with Dinajpur, Bangladesh and voted to propose to the Town of Pembroke Park Commission that consideration be given to formalizing a relationship between Dinajpur, Bangladesh and the Town of Pembroke Park as a "Sister City"; and

WHEREAS, common ties of mutual interest exist between Dinajpur, Bangladesh and the Town of Pembroke Park, Florida, in the areas of education, arts and culture, economic development, public services, tourism, and trade, which justify the mutual establishment of a "Sister City" relationship; and

WHEREAS, in addition to the benefits flowing from the exchange of the above interests, all of the cultures now reflected within the society of Pembroke Park will be enhanced as a result of the herein proposed designation of Dinajpur, Bangladesh as a "Sister City" of Pembroke Park;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY 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 are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. The City Commission of the Town of Pembroke Park, Florida expresses its desire to establish a Sister City relationship with Dinajpur, Bangladesh, with neither municipality obligated by this resolution to the spending of municipal funds.

SECTION 3. That this Resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED this 11th day of December 2024.

ATTEST:

ASHIRA MOHAMMED
Mayor

CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

JACOB G. HOROWITZ
Town Attorney



Agenda Item Report

Subject:	Presentation of a Proclamation declaring the sister relationship between the Town of Pembroke and Dinajpur, Bangladesh, and congratulating the citizens of both municipalities for their efforts to submit this relationship for the benefit of all.
Meeting Date:	REGULAR COMMISSION MEETING - Dec 11 2024
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[Sister City Agreement](#)

Sister City Agreement

***WHEREAS**, the objective of this Sister Cities Agreement is to promote better reciprocal knowledge between the cities of Dinajpur, Bangladesh and the Town of Pembroke Park, Florida U.S.A., looking forward toward peace, friendship and a greater understanding among its peoples; and*

***WHEREAS**, peace between Bangladesh and the United States of America is greatly valued and is well-appreciated insofar as knowledge, lifestyle and culture, both cities promoting peace and the knowledge that economic development and education are the cornerstones of prosperity and serve to increment trade between the two nations for the benefit of their respective communities; and*

***WHEREAS**, the parties are progressive and prosperous cities with much in common, each with the possibility to learn and benefit from the other through new information and experiences; and*

***WHEREAS**, in order to attain the objective set forth in the preceding article, the Sister Cities of Dinajpur, Bangladesh and the Town of Pembroke Park, Florida U.S.A. shall specifically promote a greater understanding between both cities and their citizens, in cooperation to attain more knowledge about each other’s culture, art and customs; and*

***WHEREAS**, the exchange of experience and the specialized administration of both cities, Dinajpur, Bangladesh and the Town of Pembroke Park, Florida U.S.A. shall carry out and strengthen a reciprocal exchange of information and visits, thus promoting growth between both cities; but under no circumstance either municipality obligated to spend municipal funds; and*

***WHEREAS**, Dinajpur, Bangladesh and the Town of Pembroke Park, Florida U.S.A. will value and uphold cooperation between organizations, associations and social groups that contribute to the goals and objectives of this Sister Cities Agreement.*

***THEREFORE**, The Mayors of Dinajpur, Bangladesh and the Town of Pembroke Park, Florida U.S.A. seal this agreement to uphold the terms contained in the Whereas clauses of this agreement with their signatures this _____ day of _____, _____.*

Municipal Representative, Dinajpur, Bangladesh

Mayor of Pembroke Park, Florida



Agenda Item Report

Subject:	Commissioner's Pension Update
Meeting Date:	REGULAR COMMISSION MEETING - Dec 11 2024
Prepared For:	Town Commission
Staff Contact:	
Dept/Group:	
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[Engagement Letter Pembroke Park 2024](#)



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



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 _____





Agenda Item Report

Subject:	Consideration and possible action for a critical repair to the air conditioning to the second and third floor.
Meeting Date:	REGULAR COMMISSION MEETING - Dec 11 2024
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	Commission's discretion.
Background Information:	The A/C system on the second and third floors requires urgent repairs. This item was not included in the Commission Workshop agenda as the most recent quote was received on the day of the workshop. Attached are three quotes, two of which are below the \$25,000 threshold and do not require a formal bid process.
Staff Recommendations:	I recommend hiring one of the three companies to address the critical A/C issues on the second and third floors. Based on the quotes provided, two of the companies fall below the \$25,000 threshold, which allows us to proceed without the need for a formal bidding process.
Financial Implications:	
Alternatives:	

ATTACHMENTS:

[Edd Helms Air Conditiong & Electric Qoute](#)

[Quamec Corp](#)

[Southeast Mechanical Service HVAC Repairs at the Town of Pembroke Park](#)



Edd Helms

Air Conditioning & Electric

CAC 021309

EC 13001830

A Name You Can Trust Since 1975

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

October 8, 2024

Attn: Misael Flores
Cooling Tower Service
2nd Flr Compressor Replacement
3rd Flr Blower Assembly Replacement

954-540-5903

mflores@tpplf.gov

(Q# 24-0916)

Edd Helms Air Conditioning proposes to provide the labor and material necessary to perform the above-mentioned work for the premises located at 3150 SW 52 Avenue, Pembroke Park, Florida.

Service will include cleaning and various repairs of the cooling tower, replacement of one compressor on the 2nd floor heat pump air conditioner, and replacement of one blower assembly on the 3rd floor heat pump air conditioner.

Scope of work:

- Cooling Tower
 - Perform necessary tasks to clean the cooling tower.
 - Wash cooling tower basin, fill, distributors, and panels.
 - Remove existing inlet air fill and replace with new.
 - Repair corroded paneling on top section of cooling tower with fabricated sheet metal panels.
- 2nd Floor Heat Pump Compressor Replacement
 - Remove existing compressor.
 - Furnish and install quantity of (1) new compressor.
 - Pressure test and evacuate refrigerant circuit.
 - Charge with R22 refrigerant.
 - Start-up unit and verify proper operation.
- 3rd Floor Heat Pump Blower Replacement
 - Remove existing blower assembly.
 - Furnish and install quantity of (1) new blower assembly and motor.
 - Includes blower housing, wheel, shaft, and bearings.
 - Includes new motor.
 - Parts are all factory OEM.
 - Start-up unit and verify proper operation.

Excluded:

- Work to any other components besides those stated above.
- No other work outside the above scope is included.
- Overtime labor

Qualifications:

- It is the customer's responsibility to ensure adequate accessibility for execution of work.
- Work is contingent upon the following:
 - Condenser water isolation valves must fully close and hold.
 - Electrical disconnect/circuit breakers must be working properly.
 - Any additional work created by the absence of these items will be billed separately.
- Customer must make accommodations for equipment being shut down during execution of work.
- Work to be performed during a combination of normal and overtime hours.
- Customers should be aware that due to the cease in production of R22 refrigerant, availability will come from previously stocked quantities and/or reclaimed sources. There is no guarantee of future availability. Pricing is subject to change.

Your price for the above work will be **\$ 24,676.00** including applicable taxes.

740 International Parkway • Sunrise, Florida 33325 • Toll Free: (800) 329-2530 • Fax: (954) 595-1673

www.eddhelms.com

Page 2 of 9

Page 1



Edd Helms

Air Conditioning & Electric

CAC 021309

EC 13001830

A Name You Can Trust Since 1975

All additional work to be performed shall be paid for at the rate of \$148 per regular working hour with advanced written notice from customer. Additional materials used in extra work shall be paid for at our normal rates. Payment terms: **50% upon authorization, 50% on start-up.** Customer agrees to a 3% surcharge for all payments in excess of \$10,000.00 rendered via credit card. All payments shall be due in accordance with the terms described above. Customer agrees to pay all court costs and attorney's fees should legal means be necessary for collection. All work has been figured on a straight-time basis, Monday through Friday 7:00 am to 3:30 pm, excluding holidays, unless described above. This proposal is valid for **15-days**. Labor Warranty: 1-Year limited warranty on new installation, 30-day limited warranty on repairs.

Sincerely,

Rudy Fernandez
Account Manager
Edd Helms Air Conditioning & Electric

ACCEPTED BY _____

TITLE _____

DATE _____

740 International Parkway • Sunrise, Florida 33325 • Toll Free: (800) 329-2530 • Fax: (954) 595-1673

Page 3 of 9

www.eddhelms.com
Page 2



Quamec Corp

345 W 75th Place
Hialeah , FL 33014

ESTIMATE	#5980
ESTIMATE DATE	Oct 11, 2024
TOTAL	\$23,000.00

Town of Pembroke Park
3150 sw 52nd Ave
Pembroke Park, FL 33023

CONTACT US

(305) 846-9209
ocrespo@quamec.net

swoodbury@tpcfl.gov

ESTIMATE

Services	qty	unit price	amount
Commercial Service - Cooling tower repairs.	1.0	\$8,650.00	\$8,650.00
Job description:			
- Replace cooling tower inlet fills .			
- Cooling tower cleaning.			
- Repair a section in top of the cooling tower.			
- Provide and install new inlet fills.			
Scope of work:			
- Disconnect power to the cooling tower.			
- Remove the inlet fills			
- Clean the cooling tower.			
- Install new inlet fills			
- Repair the top section of the cooling tower.			
- Fill the cooling tower.			
- Startup and monitor for proper operation.			
Warranty:			
- 1 year labor			
- 1 year parts			
Included:			
- All labor and materials in order to complete the job listed above.			
Not included:			
- Anything not listed above.			
Payment terms			
- 50% deposit.			
- 50% once the job is completed.			
Commercial Service - 2nd Floor WSHP Compressor	1.0	\$8,960.00	\$8,960.00

Job description:

- Replace the Copeland compressor on the second floor Climate Master WSHP.
- Provide and install a new Copeland compressor
- New liquid line filter
- New 3-phase contactor.

Scope of work.

- Disconnect the power to the unit.
- Recuperate refrigerant as per EPA standards.
- Disconnect damaged compressor
- Flush the system to remove any residue in the refrigerant system
- Replace liquid line filter and contactor
- Install new compressor.
- Vacuum system to remove humidity.
- Add new refrigerant.
- Start up the unit and monitor for proper operation.

Warranty:

- 1 year labor
- 1 year parts

Included:

- All labor and materials in order to complete the job listed above.

Not included:

- Anything not listed above.

Payment terms

- 50% deposit.
- 50% once the job is completed.

Commercial Service - Blower wheel assembly in 3rd Floor WSHP

1.0 \$5,390.00 \$5,390.00

Job description.

- Replace the blower wheel assembly in the 3rd floor Climate Master WSHP.
- Replace the blower motor.
- Provide and install new blower wheel assembly and motor.

Scope of work:

- Disconnect power to the unit.
- Remove the old blower motor.
- Remove the blower wheel assembly.
- Prep work area for new parts.
- Install new blower wheel assembly and motor.
- Startup the unit and monitor for proper operation.

Warranty:

- 1 year labor
- 1 year parts

Included:

- All labor and materials in order to complete the job listed above.

Not included:

- Anything not listed above.

Payment terms

- 50% deposit.
- 50% once the job is completed.

Services subtotal: \$23,000.00

Subtotal \$23,000.00

Total \$23,000.00

All Prices quoted are valid for 30 Days

We appreciate your business!

Remit all Zelle payments to info@quamec.net

Please note that there is a 3% processing fee applicable for all credit card transactions.



Southeast Mechanical Service

An O.C.O. Partnership Inc. Company

December 3, 2024

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

Re: Proposal for HVAC Repairs at the Town of Pembroke Park

Scope of Work

Southeast Mechanical Service proposes the following scope of work to address the specified HVAC issues at the Town of Pembroke Park:

1. Cooling Tower Cleaning

- Perform a thorough cleaning of the cooling tower to remove debris, scaling, and biological growth, ensuring optimal performance and efficiency.

2. Inlet Air Fill Replacement

- Remove the existing inlet air fill in the cooling tower.
- Replace with new inlet air fill designed for improved air distribution and cooling performance.

3. Cooling Tower Corroded Panel Repairs

- Repair the corroded paneling on the top section of the cooling tower.
- Fabricate and install new sheet metal panels to restore structural integrity and aesthetics.

4. 2nd Floor Heat Pump Compressor Replacement

- Replace the compressor in the 2nd floor heat pump unit.
- Convert the unit's refrigerant system from R22 to R22B, including necessary modifications and refrigerant charging.

5. 3rd Floor Heat Pump Blower Assembly Replacement

- Replace the blower assembly in the 3rd floor heat pump unit, including the housing, wheel, shaft, and bearing.
- Install a new motor and use OEM replacement parts sourced directly from FHP/Bosch.

2315 S.W. 58 Way Hollywood, Fl. 33023
Broward: (954) 967-7200 ♦ Dade: (305) 621-3200
Watts: (800) 262-1499 ♦ Fax: (954) 966-3548
Email: Tracyfultonsoutheastmechanical@gmail.com



Southeast Mechanical Service

An O.C.O. Partnership Inc. Company

Exclusions

- This proposal specifically excludes any work on components or systems not listed in the above scope of work.
 - No additional repairs, upgrades, or modifications beyond the stated scope are included.
-

Labor and Work Hours

- All labor is calculated based on regular business hours.
 - Overtime labor is included to expedite project completion and minimize disruption.
-

Warranty

- Southeast Mechanical Service provides a 1-year warranty on all parts and 90 day labor warranty related to this scope of work.
-

Terms and Conditions

- Proposal valid for 30 days from the date above.
 - Payment terms: Net 30 days.
 - Permits and associated fees are not included unless otherwise specified.
 - Any additional work outside the scope of this proposal will require prior written approval and will be billed separately.
-

2315 S.W. 58 Way Hollywood, Fl. 33023
Broward: (954) 967-7200 ♦ Dade: (305) 621-3200
Watts: (800) 262-1499 ♦ Fax: (954) 966-3548
Email: Tracyfultonsoutheastmechanical@gmail.com



Southeast Mechanical Service

An O.C.O. Partnership Inc. Company

Re: Proposal for HVAC Repairs at the Town of Pembroke Park

Conditions:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, delays beyond our control, or price increases on major equipment. Owner to carry fire, tornado, hurricane, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. The title to all said property furnished by this contractor shall remain with us until all payments are made in full and all the terms of this contract are fulfilled. Customers signing this agreement have the authority to order this work and agree to pay all invoices for this work, and if it is necessary for Southeast Mechanical Service, Inc., to refer same to an attorney for collection, customers agree to pay all cost incurred thereby including but not limited to a reasonable attorney's fees. All equipment and materials covered by this agreement are sold under the manufacturer's warranty only. The field labor workmanship guarantee is limited to 30 days, _____ after installation date unless noted otherwise.

Note: We may withdraw from this proposal if not accepted within thirty days. We have the right to withdraw this proposal if we are more than 10% below the competitive bid.

Total Quoted Price..... \$34,115.75

Payment Schedule: Payment in full due upon completion

Date of Acceptance _____

By _____

Respectfully Submitted,

Tracy Fulton
Operations Manager
Southeast Mechanical Service

2315 S.W. 58 Way Hollywood, FL 33023
Broward: (954) 967-7200 ♦ Dade: (305) 621-3200
Watts: (800) 262-1499 ♦ Fax: (954) 966-3548
Email: Tracyfultonsoutheastmechanical@gmail.com